

*Holly Hill Road East
Community Development District*

Agenda

September 16, 2020

AGENDA

Holly Hill Road East

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

September 9, 2020

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

Dear Board Members:

The regular meeting of the Board of Supervisors of **Holly Hill Road East Community Development District** will be held **Wednesday, September 16, 2020 at 10:00 AM via Zoom Teleconference.**

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

Zoom Video Link: <https://zoom.us/j/91735403587>

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

Meeting ID: 917 3540 3587

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. Approval of Minutes of the August 19, 2020 Board of Supervisors Meeting
4. Consideration of Notice of Special Assessments for Assessment Area 3 and Assessment Area 4
5. Second Amended and Restated Disclosure of Public Financing
6. Consideration of Resolution 2020-22 Ratifying the Assessment Area 4 Bonds

¹ Comments will be limited to three (3) minutes

7. Consideration of Termination of Janitorial Contract with Fuqua Janitorial and Consideration of Proposal from Clean Star Services of Central Florida
 - A. Existing Agreement with Fuqua
 - B. Consideration of Proposal from Clean Star Services of Central Florida
 - C. Summary of Janitorial Options vs. Fiscal Year 2021 Adopted Budget
8. Consideration of Resolution 2020-23 Revising the Fiscal Year 2021 Budget
9. Consideration of Agreement with S&S Towing and Recovery
10. Appointment of Audit Committee and Chairman
11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
12. Other Business
13. Supervisors Requests and Audience Comments
14. Adjournment

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Audit Services
 - A. Approval of Request for Proposals and Selection Criteria
 - B. Approval of Notice of Request for Proposals for Audit Services
 - C. Public Announcement of Opportunity to Provide Audit Services
4. Adjournment

BOS Meeting

MINUTES

**MINUTES OF MEETING
HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

The regular Meeting of the Board of Supervisors of the Holly Hill Road East Community Development District was held on Wednesday, **August 19, 2020** at 10:00 a.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented.

Present and constituting a quorum were:

| | |
|----------------|---------------------|
| Lauren Schwenk | Vice Chairwoman |
| Patrick Marone | Assistant Secretary |
| Scott Shapiro | Assistant Secretary |

Also, present were:

| | |
|----------------|-----------------------|
| Jill Burns | District Manager, GMS |
| Roy Van Wyk | Hopping Green & Sams |
| Clayton Smith | GMS |
| Kevin Plenzler | PFM |
| Residents | |

The following is a summary of the discussions and actions taken at the August 19, 2020 Holly Hill Road East Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted there were no members of the public presenting comments at this time.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the July 22, 2020
Board of Supervisors Meeting**

Ms. Burns presented the July 22, 2020 meeting minutes and asked for questions, comments, corrections, or on the minutes. The board had no changes.

On MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, the Minutes of the July 22, 2020 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2020-17
Designation of Regular Monthly Meeting
Date, Time, and Location for Fiscal Year
2021**

Ms. Burns noted that the Resolution was tabled from the previous meeting. After discussion with Mr. Van Wyk's office to line the meetings up with other Districts that they have, it was contemplated that they would move the meetings to the 3rd Tuesday at 3:30 p.m. She explained that it would move the meeting to immediately after Highland Meadows II, which meets at the Holiday Inn as well. In the event that the District would start having in person meetings again, they thought it would be best that they be lined up with Highland Meadows II. The Board had no changes to the meeting schedule.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, Resolution 2020-17 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Proposal from Hopping,
Green & Sams for Phase 4 Financing –
ADDED**

Ms. Burns stated that this proposal was for the bond issuance closing soon. She asked the Board for any questions on the proposal. Hearing none, she asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, the Proposal from Hopping, Green & Sams for Phase 4 Financing, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Series 2020 Developer Agreements (Assessment Area 4)

A. True-Up Agreement

Ms. Burns explained that this would be an agreement where the Developer, if required, will make true-up payments related to Assessment Area 4. Mr. Van Wyk noted that the Board had seen the draft versions of all the agreements before, they just need to have them approved so they can be executed.

On MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, the True-Up Agreement, was approved.

B. Collateral Assignment Agreement

Ms. Burns asked if there were any questions or concerns. Hearing none, she asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Collateral Assignment Agreement, was approved.

C. Completion Agreement

Ms. Burns asked if there were any questions or concerns. The Board had no questions about the completion agreement.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Completion Agreement , was approved.

D. Acquisition Agreement

Ms. Burns asked if there were any questions or concerns. Hearing none, she asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, the Acquisition Agreement , was approved.

E. Declaration of Consent

Ms. Burns asked if there were any questions or concerns, and hearing none, asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Declaration of Consent, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-21
Supplemental Assessment Resolution
(Series 2020, AA4 Project)**

Ms. Burns stated that the resolution sets forth the terms of the bonds issued by the District and applies the adopted Assessment Methodology to the scope of the project. She asked if there were any questions on the methodology. Hearing none, she asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, Resolution 2020-21 Supplemental Assessment Resolution (Series 2020, AA4 Project), was approved.

EIGHTH ORDER OF BUSINESS

**Consideration of Proposals for Pool
Maintenance**

A. Robert's Pool Service

Ms. Burns explained that when they took it over last week, the previous District Manager passed along that they had not been happy with the current pool contractor for some time, and suggested that staff make a change. Mr. Smith also had issues with the condition of the pools. The total annual proposed amount from Robert's Pool Service came out to be \$18,600.

B. Resort Pool Services

Ms. Burns noted that the quote from Resort Pool Services totaled \$16,200. She added that they use this company at Highland Meadows II and have for several years and were happy with their service.

Mr. Shapiro asked how it compared to the contract that was in the budget. Ms. Burns responded that they have \$18,644 in the budget, making both quotes slightly under budget.

On MOTION by Ms. Schwenk, seconded by Ms. Shapiro, with all in favor, the Agreement with Resort Pool Services totaling \$16,200, and Authority to Terminate the Contract with the Current Pool Contractor, was approved.

Ms. Burns noted that after looking at the budget and contracts in place, she had concerns that the budget previously adopted was underfunded. She explained that the current Landscape and Maintenance Contract was \$42,792, and the amount of the budget is less than that. She also added that at the last meeting, the Board approved a \$25,000 Janitorial Contract for which there are no janitorial line items. Ms. Burns noted that the current contract is booked to maintenance and totals \$9,180. Currently there is only \$4,300 in the budget for that. There are several more items that are underfunded, including Cable TV and Internet line items, flower and plant replacement, pool and cabana expenses, etc. She pointed out that if they were underfunding the amenity portion, then with the agreement with North Boulevard, they were not paying their proportionate shares for the costs for the amenities either. She added that they are only being charged for what is listed in the budget.

Mr. Shapiro asked to clarify that the cleaning contract was \$25,000 per year, and Ms. Burns said that is what they approved at the last meeting. She explained a vendor that is doing daily cleaning at Highland Meadows II costs about \$1,400 a month. She noted that they could probably terminate the agreement and find a new vendor.

Mr. Shapiro asked if the budget was already approved, and Ms. Burns said that they did approve it and they certified the roll, so now they are tied into the per lot assessment amount. She noted that they could do a Deficit Funding Agreement or put together a more realistic budget and show what they are short. Ms. Burns just wanted to clarify that before they approve the contracts below that the Board was aware that they were over the amounts in the budget in most cases before they start putting agreements in place that they don't have funds for.

Mr. Shapiro added that all the agreements should be looked over if the budget was that far off, and somehow find a way to reduce those costs to get them in line for the budget for the next Fiscal Year.

Mr. Marone asked if there was an O&M cap that they were trying to stay on target with. He also suggested that now that Ms. Burns had all the documents, that she go through and look at where they can cut costs. He added that to the extent that there is a deficit, then they could look at the options from doing a type of agreement with the developer to cover costs that exceed the budget, or do a one-time Special Assessment mail-in and look into having Davenport take in their additional share of the costs for the cleaning and operation of the Amenity Facility.

Ms. Burns stated that they would go through and put together a budget based on the current contracts. Then they could get some quotes to lower those for the ones that we think can provide service for a lower cost and possibly present a revised budget that still works within the on-roll assessments to show what they would need to do to get new agreements put in place for the upcoming year.

NINTH ORDER OF BUSINESS

Consideration of Proposals for Landscape Maintenance

A. Prince & Sons, Inc.

Ms. Burns noted that they heard from the current vendor, Creative Associations. They will continue service through the end of the month, but Ms. Burns suggested looking for a new landscape provider going forward. The first quote was for Prince & Sons totaling \$55,884 annually and it includes any areas that are already under contract as well as the fertilization.

B. Yellowstone Landscaping

Ms. Burns stated the quote from Yellowstone was \$48,300 and it includes any areas that are already under contract as well as the fertilization.

C. Omegascaapes

Ms. Burns stated that the quote from Omegascaapes was \$67,176 and includes the same as the previous proposals.

Mr. Shapiro asked what the budget was for maintenance and Ms. Burns clarified that it was \$37,992. She noted that if the "Irrigation" line item that wasn't being used was pulled out, as well as fertilization and pest line items, that combined with the maintenance budget would be \$42,760, so the lowest bid would be \$6,000 over.

Ms. Schwenk asked if Yellowstone would cut the slope, and Ms. Burns clarified they would. She noted that each quote would have one contractor providing the service to the entire areas that are currently under contract.

Mr. Shapiro asked how much the current contract was, and Ms. Burns replied that it was at \$42,792 for both vendors for all areas. Mr. Shapiro asked if that contract was from CAS, and Ms. Burns clarified that it was a combination of CAS and Prince.

Mr. Shapiro asked if a quote was obtained from Floralawn because they had had a history of having lower quotes. Mr. Smith responded that he did not reach out to them specifically, but he noted that Yellowstone and Floralawn were usually comparable in price. He added that Yellowstone already had a contract with another property in the area. Mr. Smith also noted that Prince & Sons also maintained surrounding properties, but that their prices were typically higher than Yellowstone, and that Omegascapes with the last company he reached out to.

Mr. Shapiro asked if Yellowstone was from Tampa, and Mr. Smith responded that it was not, and that it was a large company and had offices all over Florida. Mr. Shapiro stated that with the current budget, it would be smartest to go with the lowest bidder. All other members agreed as well.

On MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, the Proposal from Yellowstone for Landscape Maintenance, was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk stated that he did not have anything further to report, other than the fact that they would be doing a pre-closing shortly and they would get the financing done within the week.

B. Engineer

There being none, the next item was followed.

C. Field Manager's Report

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

Mr. Smith presented the field manager's report. He stated that the prior management company did not have any more keys, so they would have to order more before getting residents new keys. He stated that they would be getting training on how to set up and program the key cards for residents that do have key cards.

Mr. Smith noted that they would be getting COVID signage at the pool and playground similar to Highland Meadows II. That way the facilities can be reopened if the Board chooses to do so. He discussed other items including field inspections, and the fact that the pool was locked down due to a pump being down and COVID. He stated that during that time period, it had a lot

of need for landscape attention as well as maintenance items at some of the amenity areas. He added that he also needs to get keys to access all the rooms, which he would have by the end of the week. He noted that they would be working on a couple of site items as well, such as landscape improvements to the trail and other areas.

Mr. Smith provided a proposal with the intention to get the amenities fully open and accessible to all of the residents. He asked Ms. Burns to go into detail about the COVID signs going up as well.

Ms. Burns stated that the procedure in place is that the pool is open, the playground is closed, and residents need to sign a waiver in order to get their key access turned back on. She added that in most communities that they're managing, they have been installing signage that has a lot of the information that is on the waiver. It shows the capacity limits for the pool, so that is visible to all in the community. She noted that there was no signage for CDC guidelines or for COVID at the amenities at the current moment, so her suggestion would be to approve the quote for informational signage at the playground and pool so that they could both be opened and do away with the waiver system, activate everyone's key cards, and have all of the information they need on the signage at the entrances.

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| On MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, the Quote for Additional COVID Signage and Removal of the Resident Waiver after Install, was approved. |
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D. District Manager's Report

Ms. Burns clarified that they would reactivate resident cards for those who had already been issued one, and they had ordered more for the residents who needed them. She also added that as Mr. Smith had stated, they would be contacting Yellowstone for dead plant material, and that they would be looking at the budget to see what they could do in order to get those items done on the parameters.

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TWELTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

Ms. Burns asked if the audience had any comments or questions.

A resident commented that her and her husband lived on the back side of an easement, and they were concerned that their easement was only being mowed every other week. She asked because of the growing weeds and extra bugs if she would have to get treatment herself or if someone could take care of that. Ms. Burns clarified that a new landscape proposal was occurring September 1st that included weekly cutting and fertilization of all common areas. She noted that Mr. Smith would look at the area with existing vendors and see if it would need to be cut, but added that she would make sure it was taken care of going forward.

A resident asked if the current pool cards would still work, to which Ms. Burns replied that they would.

Ms. Schwenk asked that if there is an easement behind someone's home and someone puts up a fence and the easement is not able to be serviced, if the residents would come to the CDD and fill out a waiver. Ms. Burns responded that it would depend if the easement was on the home owner's property or if it was for maintenance or CDD common area. She noted that CDD common area could not be fenced, but that if it was their property there was a licensing agreement in place that stated they would have to allow access to the CDD for maintenance purposes to that area that the easement is over.

The resident clarified that both her and her neighbor did not have fencing on their property.

Another Resident asked for a status on the parking and speed limit signs.

Mr. Smith told Ms. Burns that a resident had expressed those concerns and that the current signs say 30 mph and they wanted the signs changed back to a 15-20 mph speed limit. He added that he was not sure where the management company was on that decision, and that he wasn't sure where the money for that would come from in the budget.

Mr. Marone interjected that the management company had said that the signs were already purchased and that they were just waiting for someone to install the signage.

Ms. Burns stated they would go back through the records and see what was approved and where the signs are, adding that installation fees are usually included in the purchase.

The resident also commented that the walkway to her pool is overgrown at times, and that there were also some maintenance issues where there are dog receptacles and they are out of alignment and not cleaned out or refilled with bags.

Ms. Burns clarified Mr. Smith would straighten them out and would follow up with the vendor who was responsible for the cleanout and replacement of the bags. Mr. Smith added that it was addressed in the new contract with Yellowstone.

The resident also added that another receptacle and signage should be added from the pool to the walkway because residents don't pick up after their dogs in that distance.

Mr. Marone replied that the signage was supposed to be ordered already as well.

Ms. Burns stated they would look at the items and see what had been approved and do a follow-up.

THIRTEENTH ORDER OF BUSINESS

Adjournment

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| On MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, the meeting was adjourned. |
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

This Instrument Prepared by
and return to:

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

**HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT SPECIAL
ASSESSMENT BONDS, SERIES 2020 (ASSESSMENT AREA 3 PROJECT) AND
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT SPECIAL
ASSESSMENT BONDS, SERIES 2020 (ASSESSMENT AREA 4 PROJECT)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Holly Hill Road East Community Development District (the “**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Numbers 2018-06, 2018-07, 2018-10, 2019-05, 2019-06, 2019-09, 2020-14, and 2020-21 (collectively, the “**Assessment Resolutions**”), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Capital Improvement Plan for Assessment Area 3 and Assessment Area 4, as described as “Phase 3” and “Phase 4” in the *Third Amended and Restated Engineer’s Report for Capital Improvements*, dated June 10, 2020 (the “**Engineer’s Report**”). Said assessments are pledged to secure the District’s Special Assessment Bonds, Series 2020 (Assessment Area 3 Project) (the “**Assessment Area 3 Assessments**”), and the District’s Special Assessment Bonds, Series 2020 (Assessment Area 4 Project), (the “**Assessment Area 4 Assessments**”). The legal description of the lands on which said special assessments are imposed (“**Assessment Area 3**” and “**Assessment Area 4**” together as “**Series 2020 Assessment Area**”), is attached to this Notice (“**Notice**”) as **Composite Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Third*

Amended & Restated Master Assessment Methodology Report, dated January 31, 2019 (“**Third Master Methodology**”), which effectively amended and restated that *Second Amended & Restated Master Assessment Methodology Report*, dated December 19, 2018 (“**Second Master Methodology**”), which effectively amended and restated that **Amended & Restated Master Assessment Methodology Report**, dated March 21, 2018 (“**Master Methodology**”), which effectively amended and restated that *Master Assessment Methodology Report*, dated September 20, 2017 (“**Original Master Methodology**”), all of which are supplemented by that *Supplemental Assessment Methodology Report, Bond Anticipation Note, Series 2018*, dated May 13, 2020, that *Supplemental Assessment Methodology Report, Assessment Area 3*, dated May 20, 2020, and that *Supplemental Assessment Methodology Report, Assessment Area 4*, dated July 22, 2020 (together, the “**Supplemental Methodology**”, and together with Third Master Methodology, Second Master Methodology, Master Methodology and Original Master Methodology, the “**Assessment Report**”). A copy of the Engineer’s Report, Assessment Report, and the Assessment Resolutions may be obtained by contacting the District at: Holly Hill Road East Community Development District, c/o Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, FL 32801; Ph.: (407) 841-5524. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*, as amended. Pursuant to Section 190.048, *Florida*

Statutes, you are hereby notified that: **THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed on the ____ day of _____, 2020, and recorded in the Official Records of Polk County, Florida.

WITNESSES:

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT
DISTRICT**

[Print Name]

Warren K. "Rennie" Heath, II
Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by Warren K. "Rennie" Heath, II, as Chairperson of the Board of Supervisors of the Holly Hill Road East Community Development District

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

Composite Exhibit A: Series 2020 Assessment Area

COMPOSITE EXHIBIT A – SERIES 2020 ASSESSMENT AREA

PHASE 3 LANDS

CITRUS LANDING CDD LEGAL DESCRIPTION

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

PROPERTY DESCRIBED CONTAINS 28.58 ACRES, MORE OR LESS.

AND

BEGIN AT A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 27 OF SAID HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, AND RUN ALONG THE WEST LINE OF SAID TRACT 22 N-00°23'47"-W, 642.49 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; 1) N-89°47'53"-E, 100.29 FEET; 2) THENCE S-89°09'22"-E, 206.27 FEET; THENCE 3) S-89°49'49"-E, 20.44 FEET TO THE INTERSECTION OF SAID SOUTH MAINTAINED RIGHT-OF-WAY AND THE EAST LINE OF SAID TRACT 22; THENCE ALONG SAID EAST LINE S-00°22'41"-E, 640.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE

NORTHEAST CORNER OF SAID TRACT 27; THENCE ALONG THE SOUTH LINE OF SAID TRACT 22, ALSO BEING THE NORTH LINE OF SAID TRACT 27, N-89°55'26"-W, 326.76 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED LANDS CONTAIN 4.82 ACRES, MORE OR LESS.

AND

BEGIN AT A 5/8" IRON ROD WITH CAP "LB 8135" STANDING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT 25 AND THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN ALONG SAID WEST LINE N-00°22'38"-W, 635.40 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 25, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 24: THENCE ALONG THE WEST LINE OF SAID TRACT 24 N-00°22'38"-W, 640.57 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES; 1) N-89°47'20"-E, 165.81 FEET; THENCE 2) S-89°23'34"-E, 56.51 FEET; THENCE 3) S-84°02'15"-E, 28.73 FEET; THENCE (4) S-69°03'33"-E, 26.63 FEET; THENCE (5) S-59°18'02"-E, 25.17 FEET; THENCE (6) S-40°32'53"-E, 25.66 FEET; THENCE (7) S-22°07'34"-E, 27.32 FEET; THENCE (8) S-07°00'55"-E, 14.43 FEET TO THE EAST LINE OF SAID TRACT 24: THENCE ALONG SAID EAST LINE S-00°19'41"-E, 556.53 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 25; THENCE ALONG THE EAST LINE OF SAID TRACT 25 S-00°19'41"-E, 636.04 FEET TO THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY N-89°48'36"-W, 324.57 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED LANDS CONTAIN 9.48 ACRES, MORE OR LESS.

CITRUS LANDING TOTAL ACREAGE: 42.88 ACRES MORE OR LESS

PHASE 4 LANDS

**CITRUS RESERVE
CDD LEGAL DESCRIPTION**

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

AND

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

AND

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

ALL ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHEAST CORNER OF SAID TRACT 12, AND RUN THENCE ALONG THE EAST LINE THEREOF S-00°29'07"-E, 641.93 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 12; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13 AND 14 N-89°38'18"-W, 992.51 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE WEST LINE THEREOF N-00°28'48"-W, 640.28 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE NORTH LINE OF SAID TRACTS 12, 13, AND 14 S-89°44'01"-E, 992.43 FEET TO THE **POINT OF BEGINNING**.

PROPERTY DESCRIBED CONTAINING 14.61 ACRES, MORE OR LESS.

TOGETHER WITH

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

AND

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

AND

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

AND

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

ALL, ALSO BEING DESCRIBED AS:

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

PROPERTY DESCRIBED CONTAINING 19.15 ACRES, MORE OR LESS.

CITRUS RESERVE TOTAL ACREAGE: 33.76 ACRES MORE OR LESS

SECTION V

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Holly Hill Road East Community Development District
c/o Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, Florida 32801

**SECOND AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

THIS SECOND AMENDED & RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT AMENDS AND SUPPLEMENTS THE DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT RECORDED IN POLK COUNTY OFFICIAL RECORDS BOOK 10333, PAGES 1914-1924, PREVIOUSLY AMENDED AND SUPPLEMENTED BY THAT AMENDED & RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT RECORDED IN POLK COUNTY OFFICIAL RECORDS BOOK 10705, PAGES 0153-0165.

**Board of Supervisors¹
Holly Hill Road East Community Development District**

Warren K. “Rennie” Heath, II
Chairperson

Scott Shapiro
Vice Chairperson

Lauren Oakley Schwenk
Assistant Secretary

Andrew Rhinehart
Assistant Secretary

Patrick Marone
Assistant Secretary

Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, Florida 32801
(407) 841-5524

District records are on file at the offices of Governmental Management Services-CF, LLC, and at the District’s local records office at 346 East Central Avenue, Winter Haven, Florida 33880 and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of September 16, 2020. For a current list of Board Members, please contact the District Manager’s office.

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HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Holly Hill Road East Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

SECOND AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Holly Hill Road East Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “Act”), and established by Ordinance No. 814, enacted by the City Commission of the City of Davenport, which was effective on July 10, 2017, as previously amended by City of Davenport Ordinances Nos. 841 and 864, which became effective on March 5, 2018 and November 5, 2018, respectively. The District encompasses approximately 145.28 acres of land located entirely within the boundaries of the City of Davenport, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (the “Board”), the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide
and how are the improvements paid for?**

The District is comprised of approximately 145.28 acres located entirely within the City of Davenport in Polk County, Florida. The legal description of the lands encompassed within the District is attached hereto as Exhibit “A.” The public infrastructure necessary to support the District’s development program includes, but is not limited to, roadways, stormwater management system facilities, water and wastewater facilities, street lighting, landscaping and irrigation, amenities and parks, off-site improvements, and entry feature and signage. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted an *Amended and Restated Engineer’s Report for Capital Improvements*, dated March 21, 2018, as amended by that *First Amendment to the Amended and Restated Engineer’s Report*, dated June 2018, as amended and supplemented by that *Second Amended and Restated Engineer’s Report for Capital Improvements*, dated December 4, 2018, as amended and supplemented by that *Third Amended and Restated Engineer’s Report for Capital Improvements*, dated June 10, 2020 (collectively, the “Engineer’s Report”), which details all of the improvements contemplated for the completion of the infrastructure of the District (the “Capital Improvement Plan”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On October 2, 2017, in the Circuit Court of the Tenth Judicial Circuit of the State of Florida, in and for Polk County, Florida, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$18,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On November 9, 2017, the District issued its Holly Hill Road East Community Development District, Special Assessment Bonds, Series 2017, in the amount of \$4,160,000 (the “Series 2017 Bonds”). Proceeds of the Series 2017 Bonds were used to finance the cost of all or a portion of the acquisition, construction, installation, and equipping of the Capital Improvement Plan infrastructure for Phase 1 (the “Series 2017 Project”). Pursuant to Resolution 2018-09 adopted by the District’s Board on May 16, 2018, the Series 2017 Project, with the exception of the portions of the Series 2017 Project related to the Amenity Center, has been declared completed.

On November 15, 2018, the District issued its Holly Hill Road East Community Development District Special Assessment Bonds, Series 2018, in the amount of \$2,800,000 (the “Series 2018 Bonds”). Proceeds of the Series 2018 Bonds are being used to finance the cost of all or a portion of the acquisition, construction, installation, and equipping of the Capital Improvement Plan infrastructure for Phase 2 (the “Series 2018 Project”).

On June 23, 2020, the District issued its Holly Hill Road East Community Development District Special Assessment Bonds, Series 2020 (Assessment Area 3 Project) in the amount of \$3,660,000 (the “Assessment Area 3 Bonds”). Proceeds of the Assessment Area 3 Bonds are being used to finance the cost of all or a portion of the acquisition, construction, installation, and

equipping of the Capital Improvement Plan infrastructure for Phase 3 (the “Assessment Area 3 Project”)

On August 25, 2020, the District issued its Holly Hill Road East Community Development District Special Assessment Bonds, Series 2020 (Assessment Area 4 Project) in the amount of \$3,325,000 (the “Assessment Area 4 Bonds” and, together with the Assessment Area 3 Bonds, the “Series 2020 Bonds”). Proceeds of the Assessment Area 4 Bonds are being used to finance the cost of all or a portion of the acquisition, construction, installation, and equipping of the Capital Improvement Plan infrastructure for Phase 4 (the “Assessment Area 4 Project”).

Stormwater Management System

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway and curb and gutter to storm inlets at which point storm culverts transfer the runoff into the proposed retention ponds for water quality treatment and attenuation. The stormwater systems will utilize dry retention for biological pollutant assimilation to achieve water quality treatment. The District’s stormwater management systems have been or will be designed in accordance with the applicable standards of the City of Davenport, Polk County, and the Southwest Florida Water Management District. Upon completion, the stormwater management facilities will be owned and maintained by the District.

Roadways

The District roadway sections will be built to an “urban” typical section consisting of 50-foot rights of way with 24-foot wide asphalt and Miami curb and gutter on each side. The roadways will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surfaces. The proposed curbs will be 2-foot wide and placed along the edge of the roadway sections for purposes of protecting the integrity of the pavement as well as provide stormwater runoff conveyance to the stormwater management facilities. Underdrain will be provided as necessary to control groundwater and protect the roadway base material. The roadways design also includes signage and pavement markings in the public rights-of-way, as well as street signs identifying street names and addressing, to be used by District residents and the public. Upon completion, the roadways will be owned and maintained by the District.

Water and Wastewater Facilities

The utilities within the District will consist of a potable water system as well as a domestic wastewater collection system. The potable water system will include water mains, gate valves, fire hydrants, and appurtenances. The system will be a “looped” system and will be installed within the public rights-of-way within the District. Water service will be provided by the City of Davenport Public Utilities and will provide potable (domestic) and fire protection services which will serve the entire District. The wastewater collection system will consist of gravity sanitary sewer mains, sewer laterals, and pump station(s). The gravity sanitary sewer mains will be 8-inch diameter pipe and will be placed inside of the proposed public rights-of-way and under the roadway sections. Lateral sewer lines to serve the individual lots within the

District will branch off of these primary sanitary sewer mains. Currently, one sanitary sewer pump station is anticipated for the District. Flow from the lift station will be connected to either a force main along U.S. Highway 27, or along Holly Hill Road. Reclaimed water is not available within the District. However, an irrigation well will be installed within the District to provide irrigation within the public rights-of-way. These utility improvements will be owned and maintained by the City of Davenport upon completion.

Entry Feature, Signage, and Landscaping

Landscaping and irrigation are proposed throughout the District's boundaries in rights-of-way, open space areas, and boundary buffers. Incorporated with the landscape improvements are the installation of entry features and signage throughout the District.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the Capital Improvement Plan are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2018; Phase 2 in 2018; Phase 3 in 2019 and Phase 4 in 2020. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the Southwest Florida Water Management District; the Polk County Health Department (water distribution system), Polk County Environmental Protection Commission (HCEPC) (wastewater collection) and the City of Davenport.

Amenities and Parks

Recreation and park areas are to be constructed within the District. However, the main amenity facility will be constructed on lands located in Phase 2 of the District. These **future** amenities include a parking area, pavilion with restroom facilities, pool, and an all-purpose play field. As directed by an *Interlocal Agreement*, dated September 22, 2017, by and between the District and North Boulevard Community Development District (together, the "Districts") and by that *Second Agreement between the Districts Regarding the Joint Acquisition of Certain Work Product, Improvements and Real Property*, dated October 11, 2018, these amenities and parks will be jointly acquired, constructed and operated by the two Districts.

Assessments, Fees and Charges

A portion of the master infrastructure improvements identified in the District's Capital Improvement Plan have been or will be financed by the District through the sale of its Series 2017 Bonds, Series 2018 Bonds and Series 2020 Bonds (together, the "Bonds"). The amortization schedules for the Bonds are available in the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *Third Amended & Restated Master Assessment Methodology Report*, dated January 31, 2019 ("Third Master Methodology"), which effectively amended and restated that *Second Amended & Restated Master Assessment Methodology Report*, dated December 19, 2018 ("Second Master Methodology"), which effectively amended and restated

that *Amended & Restated Master Assessment Methodology Report*, dated March 21, 2018 (“Master Methodology”), which effectively amended and restated that *Master Assessment Methodology Report*, dated September 20, 2017 (“Original Master Methodology”), all of which are supplemented by that *Supplemental Assessment Methodology Report, Bond Anticipation Note, Series 2018*, dated May 13, 2020, that *Supplemental Assessment Methodology Report, Assessment Area 3*, dated May 20 2020, and that *Supplemental Assessment Methodology Report, Assessment Area 4*, dated July 22, 2020, are available for review in the District’s public records.

The Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District’s Series 2017 Project (the “Series 2017 Debt Assessments”), the District’s Series 2018 Project (the “Series 2018 Debt Assessments”), the District’s Assessment Area 3 Project (the “Assessment Area 3 Debt Assessments”), and the District’s Assessment Area 4 Project (the “Assessment Area 4 Debt Assessments” and, collectively with the Series 2017 Debt Assessments and Series 2018 Debt Assessments, the Assessment Area 3 Debt Assessments, the “Debt Assessments”). The Debt Assessments are typically billed in the same manner as are Polk County ad valorem taxes but may be billed directly by the District. The Debt Assessments are levied in accordance with the District’s Assessment Methodology and represent an allocation of the costs of the Series 2017 Project, the Series 2018 Project and the Assessment Area 3 Project and the Assessment Area 4 Project (collectively, the “Projects”), to those lands within the District benefiting from the Projects, respectively.

The Debt Assessments described above exclude any operations and maintenance assessments (“O&M Assessments”), which may be determined and calculated annually by the District’s Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District’s current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

Method of Collection

The District’s Debt Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled “non-ad valorem assessments,” and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may

result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the Holly Hill Road East Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Holly Hill Road East Community Development District, Governmental Management Services-CF, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

IN WITNESS WHEREOF, this Second Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the _____ day of _____, 2020, and recorded in the Official Records of Polk County, Florida.

WITNESSES:

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT
DISTRICT**

[Print Name]

Warren K. “Rennie” Heath, II
Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by Warren K. “Rennie” Heath, II, as Chairperson of the Board of Supervisors of the Holly Hill Road East Community Development District.

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

EXHIBIT A
LEGAL DESCRIPTION

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

AND

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

AND

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT 13; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND THE SOUTHERLY PROJECTION THEREOF, S-00°47'35"-E, 667.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG SAID SOUTH LINE N-89°38'02"-W, 331.52 FEET; THENCE ALONG THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19 AND THE EAST LINE OF SAID TRACT 19 S-00°48'45"-E, 667.55 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG

THE SOUTH LINE OF SAID TRACT 19 S-89°30'27"-W, 331.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 19, ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 31; THENCE ALONG THE EAST LINE OF SAID TRACT 31 S-00°47'10"-E, 628.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 547 (80' RIGHT-OF-WAY WIDTH); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S-89°29'00"-W, 647.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 32; THENCE ALONG SAID WEST LINE THEREOF, AND ALONG THE WEST LINE OF SAID TRACT 17 AND THE NORTHERLY PROJECTION THEREOF, N-00°46'25"-W, 1298.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04, ALSO BEING THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT 16, AND ALONG SAID WEST LINE N-00°45'52"-W, 669.51 FEET TO THE **POINT OF BEGINNING**.

AND

BEGIN AT A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 27 OF SAID HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, AND RUN ALONG THE WEST LINE OF SAID TRACT 22 N-00°23'47"-W, 642.49 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; 1) N-89°47'53"-E, 100.29 FEET; 2) THENCE S-89°09'22"-E, 206.27 FEET; THENCE 3) S-89°49'49"-E, 20.44 FEET TO THE INTERSECTION OF SAID SOUTH MAINTAINED RIGHT-OF-WAY AND THE EAST LINE OF SAID TRACT 22; THENCE ALONG SAID EAST LINE S-00°22'41"-E, 640.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 27; THENCE ALONG THE SOUTH LINE OF SAID TRACT 22, ALSO BEING THE NORTH LINE OF SAID TRACT 27, N-89°55'26"-W, 326.76 FEET TO THE **POINT OF BEGINNING**.

AND

BEGIN AT A 5/8" IRON ROD WITH CAP "LB 8135" STANDING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT 25 AND THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN ALONG SAID WEST LINE N-00°22'38"-W, 635.40 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 25, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 24: THENCE ALONG THE WEST LINE OF SAID TRACT 24 N-00°22'38"-W, 640.57 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES; 1) N-89°47'20"-E, 165.81 FEET; THENCE 2) S-89°23'34"-E, 56.51 FEET; THENCE 3) S-84°02'15"-E, 28.73 FEET; THENCE (4) S-69°03'33"-E, 26.63 FEET; THENCE (5) S-59°18'02"-E, 25.17 FEET; THENCE (6) S-40°32'53"-E, 25.66 FEET; THENCE (7) S-22°07'34"-E, 27.32 FEET; THENCE (8) S-07°00'55"-E, 14.43 FEET TO THE EAST LINE OF SAID TRACT 24: THENCE ALONG SAID EAST LINE S-00°19'41"-E, 556.53 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 25; THENCE ALONG THE EAST LINE OF SAID TRACT 25 S-00°19'41"-E, 636.04 FEET TO THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY N-89°48'36"-W, 324.57 FEET TO THE **POINT OF BEGINNING**.

AND

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

AND

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

AND

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

ALL ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHEAST CORNER OF SAID TRACT 12, AND RUN THENCE ALONG THE EAST LINE THEREOF S-00°29'07"-E, 641.93 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 12; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13 AND 14 N-89°38'18"-W, 992.51 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE WEST LINE THEREOF N-00°28'48"-W, 640.28 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE NORTH LINE OF SAID TRACTS 12, 13, AND 14 S-89°44'01"-E, 992.43 FEET TO THE POINT OF THE BEGINNING.

AND

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

AND

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

AND

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

AND

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

ALL, ALSO BEING DESCRIBED AS:

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

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

SECTION VI

RESOLUTION 2020-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$3,325,000 HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020 (ASSESSMENT AREA 4 PROJECT); PROVIDING A SEVERABILITY CLAUSE; 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*, located in the City of Davenport, Florida; and

WHEREAS, the District previously adopted Resolution No. 2017-25, Resolution No. 2019-01, as amended by Resolution No. 2020-11, and Resolution No. 2020-05, as amended by Resolution No. 2020-10, adopted by the District on July 19, 2017, October 11, 2018, May 20, 2020, January 15, 2020, and May 20, 2020, respectively (together, the “**Bond Resolution**”), authorizing the issuance of \$3,325,000 Holly Hill Road East Community Development District Special Assessment Bonds, Series 2020 (Assessment Area 4 Project) by the District (the “**Assessment Area 4 Bonds**”), for the purpose of financing a portion of the acquisition and/or construction of the District’s “Assessment Area 4 Project”; and

WHEREAS, the District closed on the issuance of the Assessment Area 4 Bonds on August 25, 2020; and

WHEREAS, as prerequisites to the issuance of the Assessment Area 4 Bonds, the Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District staff including the District Manager, District Financial Advisor, District Counsel and Bond Counsel (the “**District Staff**”) were required to execute and deliver various documents (the “**Closing Documents**”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Assistant Secretaries, and District Staff in closing on the issuance of the Assessment Area 4 Bonds.

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

SECTION 1. The issuance of the Assessment Area 4 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

SECTION 2. The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Assessment Area 4 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Assessment Area 4 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 16th day of September, 2020.

ATTEST:

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairperson, Board of Supervisors

SECTION VII

SECTION A

**TEMPORARY AMENDMENT TO THE AGREEMENT BETWEEN HOLLY HILL
ROAD EAST COMMUNITY DEVELOPMENT DISTRICT AND FUQUA JANITORIAL
SERVICES FOR JANITORIAL MAINTENANCE SERVICES**

THIS TEMPORARY AMENDMENT (“Temporary Amendment”) is made and entered into this 26 day of June, 2020, by and between:

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Davenport, Florida, with an address of c/o District Manager, PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817 (“District”); and

ALTHEA JEAN FUQUA D/B/A FUQUA SUPPLY & SERVICE D/B/A FUQUA JANITORIAL SERVICES, with a mailing address of 5962 Murphy Road, Bartow, Florida 33830 (“Contractor,” together with District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and located in the City of Davenport, Florida; and

WHEREAS, the District and Contractor previously entered into an agreement dated April 7, 2019, for provision of janitorial maintenance services (“Agreement”), which Agreement is attached hereto as **Exhibit A**, and incorporated by reference herein; and

WHEREAS, the District desires to temporarily increase the frequency of the janitorial maintenance services and price for same in anticipation of re-opening of its facilities in accordance with the Directives (defined herein) during the COVID-19 pandemic; and

WHEREAS, the Contractor represents that it is qualified to provide the additional janitorial maintenance services, including additional cleaning and disinfecting services during COVID-19 pandemic in accordance with the Directives, and has agreed to provide to the District those services identified in **Exhibit B**, attached hereto and incorporated by reference herein (“Temporary Services”); and

WHEREAS, the Parties now desire to amend the Agreement to temporarily change the frequency of the services and price for same.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Temporary Amendment.

2. AFFIRMATION OF THE AGREEMENT. The District and the Contractor agree that nothing contained herein shall alter or amend the Parties' rights, responsibilities and obligations under the Agreement, except to the extent set forth in Section 3 of this Temporary Amendment. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties.

3. TEMPORARY AMENDMENT. For the duration of this Temporary Amendment, the description of services, compensation, and term of the Agreement shall be amended to include the following supplemental provisions:

A. Contractor understands and acknowledges that during the COVID-19 pandemic, the District plans to re-open its facilities in phases, in accordance with applicable Federal, State and local governmental directives, including but not limited to Executive Orders issued by Governor DeSantis regarding COVID-19 public health emergency, state and local emergency declarations regarding COVID-19 public health emergency and protocols and guidelines provided by the Center for Disease Control and Prevention, all as extended or supplemented (collectively, "Directives"). During the phased re-opening of the District's facilities in accordance with the Directives, Contractor shall provide professional janitorial maintenance services as provided in **Exhibit B** to this Temporary Amendment seven (7) days per week, as such schedule shall be coordinated with and confirmed by the District Manager.

B. Contractor understands and acknowledges that the professional janitorial maintenance services provided for the duration of this Temporary Amendment shall, at minimum, meet those cleaning and disinfecting protocols and guidelines recommended by the Center for Disease Control and Prevention, including but not limited to using disinfectants listed under "List N: Disinfectants for Use Against SARS-CoV-2 (COVID-19)" published by the United States Environmental Protection Agency, as such list is available at the following link: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>.

C. As compensation for the Temporary Services, the District shall pay Contractor Seventy Dollars and 00/100 (\$70.00), per cleaning of pool facilities, an amount not to exceed Two Thousand One Hundred Twenty-One Dollars and 70/100 (\$2121.70), per month as scheduled in accordance with Section 3.A. of this Temporary Amendment.

4. COUNTERPARTS. This Temporary Amendment may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

5. EFFECTIVE DATE; TERM. This Temporary Amendment shall be effective as of the day and year first written above and shall remain in force and effect until further written notice from the District. Upon written notice from the District providing that Contractor may resume the service levels provided in the Agreement, this Temporary Amendment shall be deemed terminated and the provision of services, including price and frequency of services, shall revert back to the terms provided in the Agreement.

IN WITNESS WHEREOF, the Parties execute this Temporary Amendment to be effective the day and year first written above.

ATTEST:

**HOLLY HILL ROAD EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**ALTHEA JEAN FUQUA D/B/A FUQUA SUPPLY &
SERVICE D/B/A FUQUA JANITORIAL SERVICES**

Witness

Althea J. Fuqua

Print Name of Witness

Exhibit A: Agreement

Exhibit B: Contractor's Proposal for additional Temporary Services

Exhibit A



Fuqua Janitorial Services
5962 Murphy Road
Bartow, FL 33830
(863) 651-9348

ESTIMATE

ADDRESS

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

SHIP TO

HOLLY HILL ROAD EAST
CDD
500 HOLLY HILLS ROAD
DAVENPORT, FL 33837

ESTIMATE # 1042**DATE 04/07/2019****EXPIRATION DATE 04/30/2020**

| QTY | DESCRIPTION | NET PRICE | EXT PRICE |
|-------|--|--------------|----------------|
| 1 | CLUBHOUSE CLEANING ON MON., WED. AND FRI. (RATE IS PER CLEANING) EACH CLEANING INCLUDES: BATHROOMS CLEANED/SANITIZED AND RESTOCKED AS NEEDED, FLOORS TO BE SWEEPED AND MOPPED, COBWEB INSIDE AND OUTSIDE BATHROOMS, ALL TABLES AROUND COMMON AREA TO BE CLEANED, COMMON AREA FLOORS TO BE SWEEPED OR HOSED DOWN AND ALL TRASH CANS TO BE EMPTIED. SUPPLIES INCLUDED IN PRICE: PAPER TOWELS, TOILET PAPER, FEMININE BAGS, URINAL SCREENS, SOAP, 24X32 CAN LINERS AND 40X48 CAN LINERS. INITIAL CLEAN TO BE DETERMINED IF NEEDED | 85.00 | 85.00 |
| TOTAL | | | \$85.00 |

Accepted By

A handwritten signature in blue ink, appearing to read "W. K. H.", is written over the "Accepted By" line.

Accepted Date

Exhibit B



**Commercial Cleaning Services &
Floor Care**

5962 Murphy Road, Bartow, FL 33830 • Ph: 863-651-9348

Estimate

ADDRESS

***500 HOLLY HILL ROAD EAST
DAVENPORT, FL***

ESTIMATE # 2087

DATE OF ESTIMATE 6/16/2020

SCOPE OF WORK

- All restrooms to be sanitized daily with bleach vacuum and mopping restroom floors with sanitary cleaner
- Restock consumables as needed
- Keep all water fountains sanitized and clean
- Keep all tables under and around pool patio sanitized
- Keep all trash emptied and removed from premises.
- Keep pool chairs sanitized to the best of our ability daily according to chairs and tables not occupied during our time on site.

| | |
|--------------------------------------|-------------------|
| Cost of services- | \$70.00 per clean |
| Number of days of services | 7 days a week |
| Total cost of services for the month | \$2121.70 |

SECTION B



August 25, 2020

Holly Hill Road East CDD
Davenport, FL 32765

Thank you for giving CSS Clean Star Services of Central Florida, Inc. the opportunity to present a proposal for the cleaning services. CSS has completed a thorough inspection of the Holly Hill Road Community Pool, and after careful consideration of your cleaning service requirements we are pleased to submit our recommendations and pricing.

CSS is a locally owned full Service Janitorial Maintenance Company. We are in our 23rd year of operation and we are servicing many accounts throughout Central Florida every day. We specialize in "Class A" cleaning for commercial office buildings, hotels, club houses, stores, restaurants, medical facilities, warehouse spaces, construction sites, and much more.

We use the finest chemicals, and high technology equipment to service janitorial accounts. Our staff is well trained and experienced in their particular line of work. We have at our disposal floor techs 24/7 to accomplish quality services for our customers as needed. We also have our own technician that maintains and repair all our equipment to assure that work is done when required to be done.

Our company's purpose is to create a clean and healthy environment for the people that work in or visit our buildings. Our policy of scheduled quality control inspections by our supervisory staff, combined with immediate response to our customer's needs, provides our clients worry-free service.



OUR MISSION

At CSS, we are committed to exceed our customer's expectations delivering a consistent high-quality service, striving to improve our procedures thru continued feedback with our customers and well-trained staff.

We are convinced that excellence and professionalism is what our customers want from the janitorial vendors, and at CSS we attempt to provide this level of service. By doing so, we will obtain and maintain a high recognition in the Janitorial Industry.

GOAL

100 % Satisfaction

We have attempted to make this proposal as complete as possible; however, if you have any comments or questions, please do not hesitate to contact us.

Thank you again and we look forward to develop a relationship with your company.

Sincerely yours,

Tracy Chacon
President CSS
tchacon@starcss.com
407-456-9174

Sandro Di Lollo
Vice-President CSS
sdilollo@starcss.com
407-668-1338



SPECIFICATIONS

1. RESTROOMS

- Remove all collected trash to designated area.
- Clean and sanitize all restroom fixtures, wipe all counters, partitions and doors, empty trash and damp mop floors with germicidal detergent.
- Clean and disinfect all washbasins, toilet bowls, urinals, etc.
- Polish all metal and clean mirrors.
- Restock toilet tissue and soap provided by CSS Clean Star Services.
- Dust and clean all return air vents, and window edges, on an as needed basis.
- Report any malfunctions to the building manager.

2. CABANA/LENAI/COVERD PATIO AREA

- Remove all cobwebs in cabana area.
- Wipe tables and organize chairs and furniture.
- Spot sweep.
- Spot mop for any spills.
- Clean and polish all drinking fountains.
- Report any malfunctions to the building manager.

PRICING FOR SERVICES:

- Three (3) times a week → \$ 450.00/mo
- Seven (7) times a week → \$ 950.00/mo
- Daily Disinfection of all High Touch Surfaces:
 - Door knobs
 - 15 lounge chairs pool deck and patio → \$ 500.00/mo

Supplies, chemicals and equipment will be provided by CSS Clean Star Services.

Products used to Disinfect for the Covid19, are CDC certified and approved.



CLEANING CONTRACT AGREEMENT:

The undersigned hereby accepts the proposal of **CSS Clean Star Services of Central Florida, Inc.** upon the following terms:

1. CSS Clean Star Services of Central Florida, Inc. service charge will be the amount mentioned on the pricing page plus tax per month. Payment should be payable to "CSS Clean Star Services of Central Florida, Inc." and mailed to 11121 Camden Park Drive, Windermere, Florida 34786
2. A finance fee of 1.5% will apply if payments are received after the due date shown on the monthly invoice
3. CSS Clean Star Services of Central Florida, Inc. will provide all services and supplies specified in the attached work schedule.
4. In the event that the Customer needs to be in contact with CSS Clean Star Services of Central Florida, Inc. These are the different ways of contact phones: 877-CSS-2350 Email: sdilollo@starcss.com mail: 11121 Camden Park Dr. Windermere, Florida 34786
5. If the customer wants to cancel or amend the contract the costumer shall give 30 day notification, in writing to CSS Clean Star Services of Central Florida, Inc. to change or terminate services. (Failure to this clause will have a charge for the full month price even if the service it's not performed).
6. Other services performed upon request:
7. **Start Date:**

IN WITNESS WHEREOF, the parts have duly executed and sealed this agreement as of the day and year first above written

Printed Name
REPRESENTATIVE OF OWNER
Holly Hill Road East CDD

Printed Name
CONTRACTOR
CSS Clean Star Services of
Central Florida Inc.

By: _____

By: _____

Date: _____

Date: _____

SECTION C

Review of Janitorial Options:

- Adopted Fiscal Year 2021 Budget doesn't include a janitorial line item. The existing janitorial invoices are being coded to "Maintenance Staff". The amount allocated for this line item is **\$4,375**
- Existing Contract:
 - Board approved a contract in 2019 with Fuqua Janitorial for janitorial services 3 times per week at a rate of \$85 per cleaning. The annual amount of that contract is **\$13,260** (Amount over budget **\$8,885**)
 - Due to Covid 19 and to comply with CDC recommendations the Board Approved a temporary amendment to the contract in July 2020 to increase to daily cleanings. This temporary amendment included a rate of \$70 per cleaning, 7 days a week. While it's unknown how long the increased cleanings will be in place, it seems likely the daily cleanings will be necessary well in to FY 2021. The annual cost of the daily contract in place is **\$25,460**. (Amount over budget **\$21,085**)
- Proposal from Clean Star Services:
 - Regular rate for 3 times a week service \$450 a month. Annual contract of **\$5,400**
 - Proposal for 7 day a week cleaning. \$950 a month. Annual contract of **\$11,400**.
 - Daily cleaning of pool furniture is a separate item based on the number of lounge chairs. \$500 per month for every 15 chairs.
 - Daily Covid Cleaning Rate annually for 15 chairs: **\$17,400**
 - Daily Covid Cleaning Rate annually for 30 chairs: **\$23,400**
- Savings by switching to Clean Star Services from current contract in place:
 - Daily Cleanings w/ 15 lounge chairs out (all other furniture would be stacked and not available for use)
 - Savings of **\$8,060** (Amount over budget **\$13,025**)
 - Daily Cleanings w/ 30 lounge chairs out (all other furniture would be stacked and not available for use)
 - Savings of **\$2,060** (Amount over budget **\$19,025**)

SECTION VIII

RESOLUTION 2020-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2021 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2020-18, the Holly Hill Road East Community Development District Board (the “Board”) adopted a Budget for Fiscal Year 2021; and

WHEREAS, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2021.

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

1. The Budget for Fiscal Year 2021 is hereby amended and restated as set forth on the Fiscal Year 2021 Amended Budget attached hereto as “**Exhibit A**”.
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2021 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED THIS 16th DAY OF SEPTEMBER, 2020.

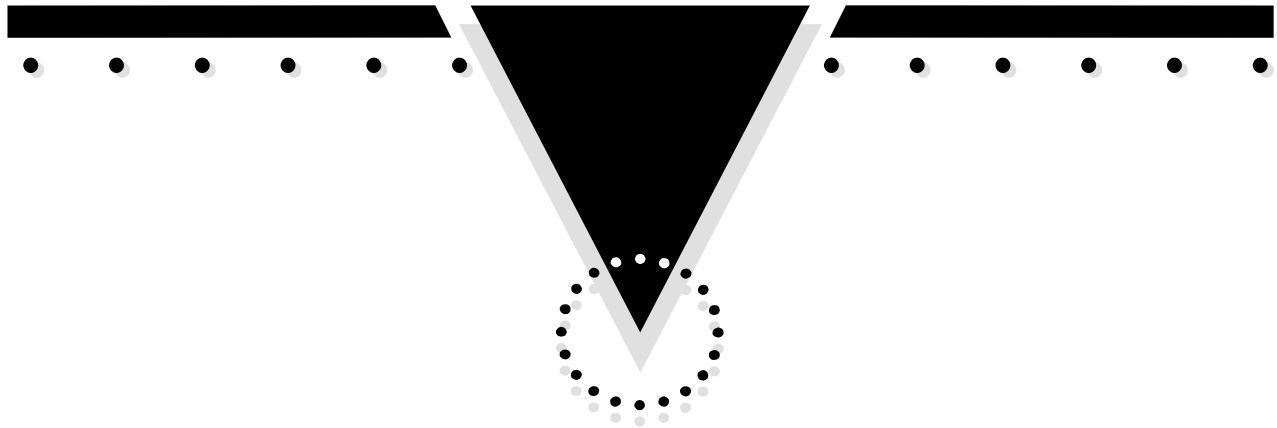
ATTEST:

**BOARD OF SUPERVISORS OF THE
HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By:_____

Its:_____



Holly Hill Road East Community Development District

**Proposed Amended General Fund
Budget
FY 2021**



Table of Contents

1-2

General Fund

Holly Hill Road East
Community Development District
General Fund
Fiscal Year 2021

| | ADOPTED BUDGET FY 2020 | ACTUAL THRU 07/31/20 | PROJECTED NEXT 2 MONTHS | TOTAL PROJECTED 9/30/20 | ADOPTED BUDGET FY2021 | PROPOSED AMENDED BUDGET FY 2021 |
|--------------------------------|------------------------------|----------------------------|-------------------------------|-------------------------------|-----------------------------|---------------------------------------|
| REVENUES: | | | | | | |
| Assessments - Tax Roll | \$213,656 | \$216,542 | \$0 | \$216,542 | \$235,874 | \$235,874 |
| Assessments - Direct | \$56,928 | \$50,690 | \$6,238 | \$56,928 | \$62,848 | \$62,848 |
| Developer Contributions | \$0 | \$0 | \$0 | \$0 | \$0 | \$25,888 |
| Interest Income | \$500 | \$333 | \$0 | \$333 | \$500 | \$0 |
| Intra-Governmental Revenue | \$38,529 | \$30,735 | \$0 | \$30,735 | \$42,384 | \$42,384 |
| TOTAL REVENUES | \$309,613 | \$298,300 | \$6,238 | \$304,537 | \$341,606 | \$366,994 |
| EXPENDITURES: | | | | | | |
| Administrative: | | | | | | |
| Supervisor Fees | \$12,000 | \$7,400 | \$1,600 | \$9,000 | \$12,000 | \$12,000 |
| Engineering Fees | \$15,000 | \$3,475 | \$2,500 | \$5,975 | \$15,000 | \$10,000 |
| Legal Services | \$20,000 | \$26,121 | \$6,000 | \$32,121 | \$20,000 | \$30,000 |
| Arbitrage | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,800 |
| Dissemination | \$5,000 | \$6,500 | \$0 | \$6,500 | \$6,000 | \$6,500 |
| Assessment Roll Services | \$12,500 | \$12,500 | \$0 | \$12,500 | \$20,000 | \$20,000 |
| Reamortization Schedules | \$500 | \$125 | \$0 | \$125 | \$750 | \$750 |
| Auditing Services | \$6,000 | \$6,000 | \$0 | \$6,000 | \$7,000 | \$7,000 |
| Trustee Fee | \$6,000 | \$7,085 | \$0 | \$7,085 | \$10,000 | \$14,870 |
| Management Fees | \$20,000 | \$16,667 | \$5,699 | \$22,366 | \$35,000 | \$35,000 |
| Information Technology | \$2,700 | \$1,850 | \$200 | \$2,050 | \$2,700 | \$2,700 |
| Telephone | \$200 | \$0 | \$0 | \$0 | \$200 | \$200 |
| Postage | \$325 | \$409 | \$50 | \$459 | \$325 | \$500 |
| Printing and Binding | \$1,700 | \$55 | \$500 | \$555 | \$1,700 | \$1,700 |
| Office Supplies | \$0 | \$0 | \$0 | \$0 | \$0 | \$200 |
| Travel Per Diem | \$500 | \$313 | \$0 | \$313 | \$500 | \$0 |
| Insurance | \$2,475 | \$2,445 | \$0 | \$2,445 | \$2,475 | \$5,800 |
| Legal Advertising | \$5,000 | \$3,436 | \$1,564 | \$5,000 | \$5,000 | \$5,000 |
| Property Taxes | \$75 | \$0 | \$0 | \$0 | \$75 | \$75 |
| Miscellaneous Contingency | \$19,117 | \$989 | \$200 | \$1,189 | \$4,617 | \$3,500 |
| Dues, Licenses & Subscriptions | \$175 | \$175 | \$0 | \$175 | \$175 | \$175 |
| TOTAL ADMINISTRATIVE | \$129,267 | \$95,543 | \$18,313 | \$113,857 | \$143,517 | \$157,770 |
| Maintenance: | | | | | | |
| Field Management | \$5,000 | \$0 | \$2,258 | \$2,258 | \$15,000 | \$15,000 |
| Electric | \$0 | \$774 | \$200 | \$974 | \$0 | \$1,200 |
| Streetlighting | \$13,412 | \$9,807 | \$2,400 | \$12,207 | \$13,412 | \$14,400 |
| Water | \$1,043 | \$0 | \$0 | \$0 | \$1,043 | \$500 |
| General Insurance | \$4,508 | \$2,819 | \$0 | \$2,819 | \$4,508 | \$0 |
| Property Insurance | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,200 |
| Landscape Maintenance | \$28,392 | \$26,860 | \$4,332 | \$31,192 | \$25,992 | \$30,300 |
| Landscape Replacement | \$8,196 | \$0 | \$0 | \$0 | \$8,196 | \$8,000 |
| Fertilizers/Pesticides | \$3,725 | \$0 | \$0 | \$0 | \$3,725 | \$0 |
| Irrigation Repairs | \$3,576 | \$3,625 | \$1,200 | \$4,825 | \$3,576 | \$5,000 |
| Storm Damage | \$3,000 | \$0 | \$0 | \$0 | \$3,000 | \$3,000 |
| Miscellaneous Contingency | \$8,101 | \$6,236 | \$1,500 | \$7,736 | \$8,101 | \$5,000 |
| TOTAL MAINTENANCE | \$78,953 | \$50,121 | \$11,890 | \$62,011 | \$86,553 | \$85,600 |

Holly Hill Road East
Community Development District
General Fund
Fiscal Year 2021

| | ADOPTED BUDGET FY 2020 | ACTUAL THRU 07/31/20 | PROJECTED NEXT 2 MONTHS | TOTAL PROJECTED 9/30/20 | ADOPTED BUDGET FY2021 | PROPOSED AMENDED BUDGET FY 2021 |
|---------------------------------------|------------------------------|----------------------------|-------------------------------|-------------------------------|-----------------------------|---------------------------------------|
| Amenities | | | | | | |
| Property Insurance | \$6,328 | \$9,357 | \$0 | \$0 | \$10,000 | \$7,700 |
| Security | \$7,000 | \$0 | \$0 | \$0 | \$5,000 | \$0 |
| Maintenance Staff | \$4,375 | \$9,225 | \$0 | \$9,225 | \$4,375 | \$0 |
| Amenity Landscaping | \$12,000 | \$19,000 | \$3,000 | \$22,000 | \$12,000 | \$18,000 |
| Amenity Landscape Replacement | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,000 |
| Electric | \$25,000 | \$11,249 | \$1,852 | \$13,101 | \$25,000 | \$20,000 |
| Water | \$0 | \$321 | \$70 | \$391 | \$0 | \$620 |
| Internet | \$525 | \$1,158 | \$264 | \$1,422 | \$525 | \$1,700 |
| Equipment Repairs & Maintenance | \$2,042 | \$0 | \$0 | \$0 | \$2,042 | \$0 |
| Janitorial Services | \$0 | \$0 | \$0 | \$0 | \$0 | \$17,400 |
| Pest Control | \$660 | \$530 | \$96 | \$626 | \$828 | \$578 |
| Amenity Repairs & Maintenance | \$750 | \$385 | \$0 | \$385 | \$750 | \$2,500 |
| Pool Maintenance | \$23,000 | \$17,055 | \$3,050 | \$20,105 | \$18,645 | \$16,200 |
| Playground Lease | \$19,713 | \$19,129 | \$4,340 | \$23,470 | \$32,371 | \$33,427 |
| TOTAL AMENITIES | \$101,393 | \$87,408 | \$12,673 | \$90,723 | \$111,536 | \$123,125 |
| TOTAL EXPENDITURES | \$309,613 | \$233,072 | \$42,876 | \$266,591 | \$341,606 | \$366,494 |
| Other Sources/(Uses) | | | | | | |
| Transfer Out - Capital Reserve | \$0 | \$0 | \$0 | \$0 | \$0 | \$500 |
| SUBTOTAL OTHER SOURCES/(USES) | \$0 | \$0 | \$0 | \$0 | \$0 | \$500 |
| EXCESS REVENUES (EXPENDITURES) | \$0 | \$65,228 | (\$36,638) | \$37,946 | \$0 | \$0 |

SECTION IX

**AGREEMENT BETWEEN THE HOLLY HILL ROAD EAST COMMUNITY
DEVELOPMENT DISTRICT AND S&S TOWING & RECOVERY LLC
FOR TOWING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020 by and between:

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

S&S TOWING & RECOVERY LLC, a Florida limited liability company, with a principal address of 29300 U.S. 27, Dundee, Florida 33838 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the District has adopted that certain *Rules Relating to Overnight Parking and Parking Enforcement*, a copy of which is attached hereto as **Exhibit A**, and as may be amended from time to time by the Board of Supervisors (“**Board**”) of the District (“**Parking Policies**”); and

WHEREAS, in accordance with Section 715.07, *Florida Statutes*, the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Parking Policies (“**Services**”); and

WHEREAS, the Contractor desires to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law.

WHEREAS, the Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties and obligations of the parties relative to same.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The District hereby authorizes the Contractor, and its employees and agents, to perform drive-by inspections and vehicle-towing/removal Services from the District property identified in **Exhibit A**. Contractor is also authorized to perform such Services when requested to do so by the District's designated representatives, who shall be the District Manager (currently Jill Burns), or his or her designee ("**District Representatives**"). All such Services shall be performed only at the times specified in the Parking Policies. Contractor shall also provide vehicle storage relative to any such vehicles towed from District property, all in accordance with the Parking Policies, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

- A. Upon execution of this Agreement, Contractor shall, at its own cost and expense, procure and install the necessary signage as required by Section 715.07, *Florida Statutes*, which signage shall be installed a minimum of twenty-four (24) hours prior to commencement of any towing/removal services by the Contractor.
- B. Upon towing/removal of a vehicle, such vehicle shall be stored by the Contractor within a ten (10)-mile radius of the point of the removal and shall provide for public access to such storage facility as set forth in Section 715.07, *Florida Statutes*.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

SECTION 3. COMPENSATION. The Contractor acknowledges and agrees that it is not receiving compensation from the District for the provision of the Services. Any compensation due and owing to the Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles.

SECTION 4. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above and shall remain in effect unless terminated with written notice to the other party.

SECTION 5. INSURANCE.

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

| | |
|--|-------------|
| Workers Compensation | statutory |
| General Liability | |
| <i>Bodily Injury (including contractual)</i> | \$3,000,000 |
| <i>Property Damage (including contractual)</i> | \$3,000,000 |

Automobile Liability (if applicable)
Bodily Injury and Property Damage

\$3,000,000

- B.** The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

- A.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor shall be solely for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

SECTION 8. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

SECTION 9. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 10. ASSIGNMENT. Neither the District nor Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

SECTION 11. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District:

Holly Hill Road East Community
Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: Jill Burns

With a copy to:

Hopping, Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Roy Van Wyk

B. If to Contractor:

S&S Towing & Recovery LLC
29300 U.S. 27
Dundee, Florida 33838
Attn: David Santos

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

SECTION 12. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jill Burns (“Public Records Custodian”)**. Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to

perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JBURNS@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 13. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Polk County, Florida.

SECTION 14. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 15. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 16. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this

Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the day and year first written above.

ATTEST:

**HOLLY HILL ROAD EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name:_____

Chairperson, Board of Supervisors

WITNESS:

**S&S TOWING & RECOVERY LLC, a Florida
limited liability company**

Print Name:_____

By: David Santos
Its: Manager

Exhibit A: Parking Policies

EXHIBIT A

Parking Policies

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on _____ at a duly noticed public meeting, the Board of Supervisors of the Holly Hill Road East Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District Property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This policy is intended to provide the District’s residents and paid users with a means to park Vehicles on-street in certain designated parking areas as well as to allow additional parking for Vehicles and overnight guests in the District’s Overnight Parking Areas and remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto and incorporated herein by reference. This Policy authorizes additional overnight parking in designated areas, which areas are identified in **Exhibit B** attached hereto, subject to obtaining an Overnight Parking Permit.

SECTION 2. DEFINITIONS.

- A. *Commercial Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B. *Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not. For purposes of this Policy, unless otherwise specified, any use of the term Vehicle(s) shall be interpreted so as to include Commercial Vehicle(s), Vessel(s), and Recreational Vessel(s).
- C. *Vessel(s)*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- D. *Recreational Vehicle(s)*. A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- E. *Parked*. A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.

- F. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.
- G. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

SECTION 3. DESIGNATED PARKING AREAS. On street parking is only authorized on the odd numbered side of the street (as indicated by address numbers). On street parking is expressly prohibited on the even numbered side of the street (as indicated by address numbers).

The even numbered side of the street (as indicated by address numbers) and those areas within the District's boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as "Tow-Away Zones" for all Vehicles, including Commercial Vehicles, Vessels, Recreational Vehicles as set forth in Sections 4 and 5 herein ("**Tow Away Zone**").

Additional overnight parking is permitted on certain District Property as identified on **Exhibit B** attached hereto ("**Overnight Parking Areas**"), with a pre-approved permit as set forth in this Policy.

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. Each area set forth in **Exhibit A** attached hereto is hereby declared a Tow Away Zone. In addition, any Vehicle which is parked in a manner which prevents or inhibits the ability of emergency response vehicles to navigate streets within the District are hereby authorized to be towed.

SECTION 5. EXCEPTIONS.

- A. ON-STREET PARKING EXCEPTIONS.** Abandoned and/or broken down Vehicles are not permitted to be parked on-street at any time and are subject to towing at the Owner's expense. Commercial Vehicles, Recreational Vehicles, and Vessels are not permitted to be parked on-street Overnight and shall be subject to towing at Owner's expense.
- B. OVERNIGHT PARKING PERMITS.** Residents may apply for an "Overnight Parking Permit" which will allow such resident and/or guest to park in the Overnight Parking Areas after-hours, and overnight. Overnight Parking Permit requests will be granted in accordance with the following:
 - 1. Permits may not exceed seven (7) consecutive days. In no event may an Overnight Parking Permit be granted for more than fourteen (14) nights per calendar year for one Vehicle, as identified by the Vehicle's license plate number. Notwithstanding the foregoing, Overnight Parking Permits will not be issued for Vessels under any circumstances.
 - 2. Residents and paid users interested in an Overnight Parking Permit may submit a request to the District Manager or his/her designee which includes the following information:

- (1) The name, address and contact information of the owner of the Vehicle to which the permit will be granted;
- (2) The make/model and license plate of the Vehicle to which the permit will apply;
- (3) The reason and special terms (if any) for the Overnight Parking Permit; and
- (4) The date and time of the expiration of the requested Overnight Parking Permit.

It is the responsibility of the person(s) requesting an Overnight Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and approvals will result in the towing and/or removal of the Vehicle from the District's Property. Improperly permitted Vehicles parked in the Tow Away Zones will be subject to towing.

3. Upon receipt of all requested documentation, as set forth above, the District Manager or his/her designee will issue an Overnight Parking Permit to the resident or paid user making the request. Overnight Parking Permits will be granted by way of written correspondence by the District Manager or his/her designee. **No verbal grants of authority will be issued or be held valid.**
 4. The Overnight Parking Permit must be clearly displayed in the Vehicle windshield.
- C. **VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to park company Vehicles in order to facilitate District business. All Vehicles so authorized must be identified by an Overnight Parking Pass.
- D. **DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery Vehicles, including but not limited to, U.P.S., Fed Ex, moving company Vehicles, and lawn maintenance vendors may park on District Property while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties.

Any Vehicle parked on District Property, including District roads, must do so in compliance with all laws, ordinances and codes.

SECTION 6. TOWING/REMOVAL PROCEDURES.

- A. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District Property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- B. **TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was

not authorized to park under this rule in the Overnight Parking Areas and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any vehicle parked in the Tow-Away Zone.

- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be parked on District Property pursuant to this rule, provided, however, that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles.

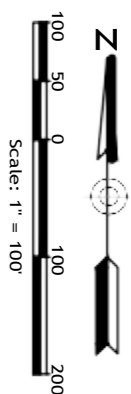
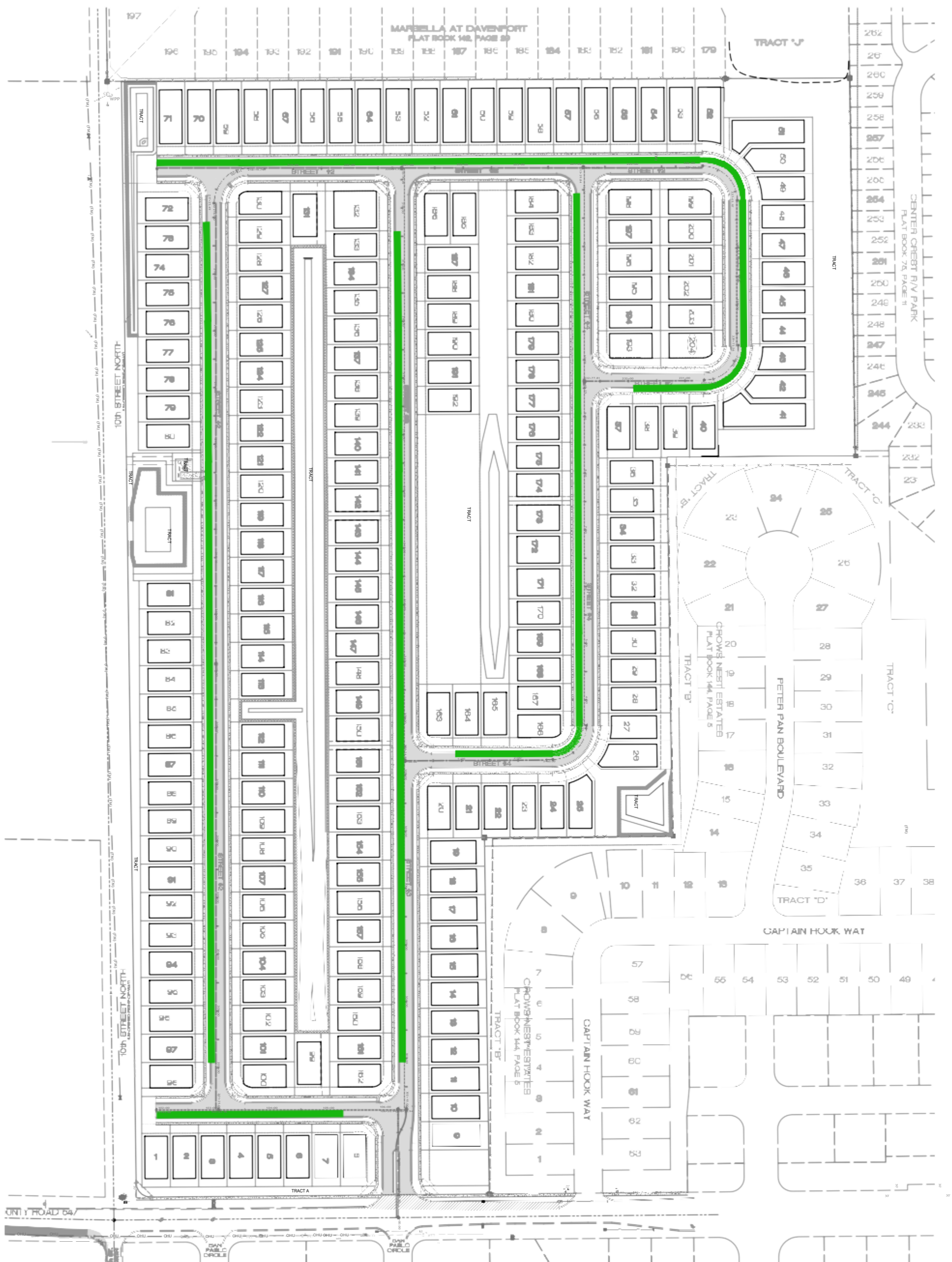
EXHIBIT A – *Tow Away Zone*

EXHIBIT B - *Map of Overnight Parking Areas*

Effective date: June 14, 2018

EXHIBIT A – *Tow Away Zone*

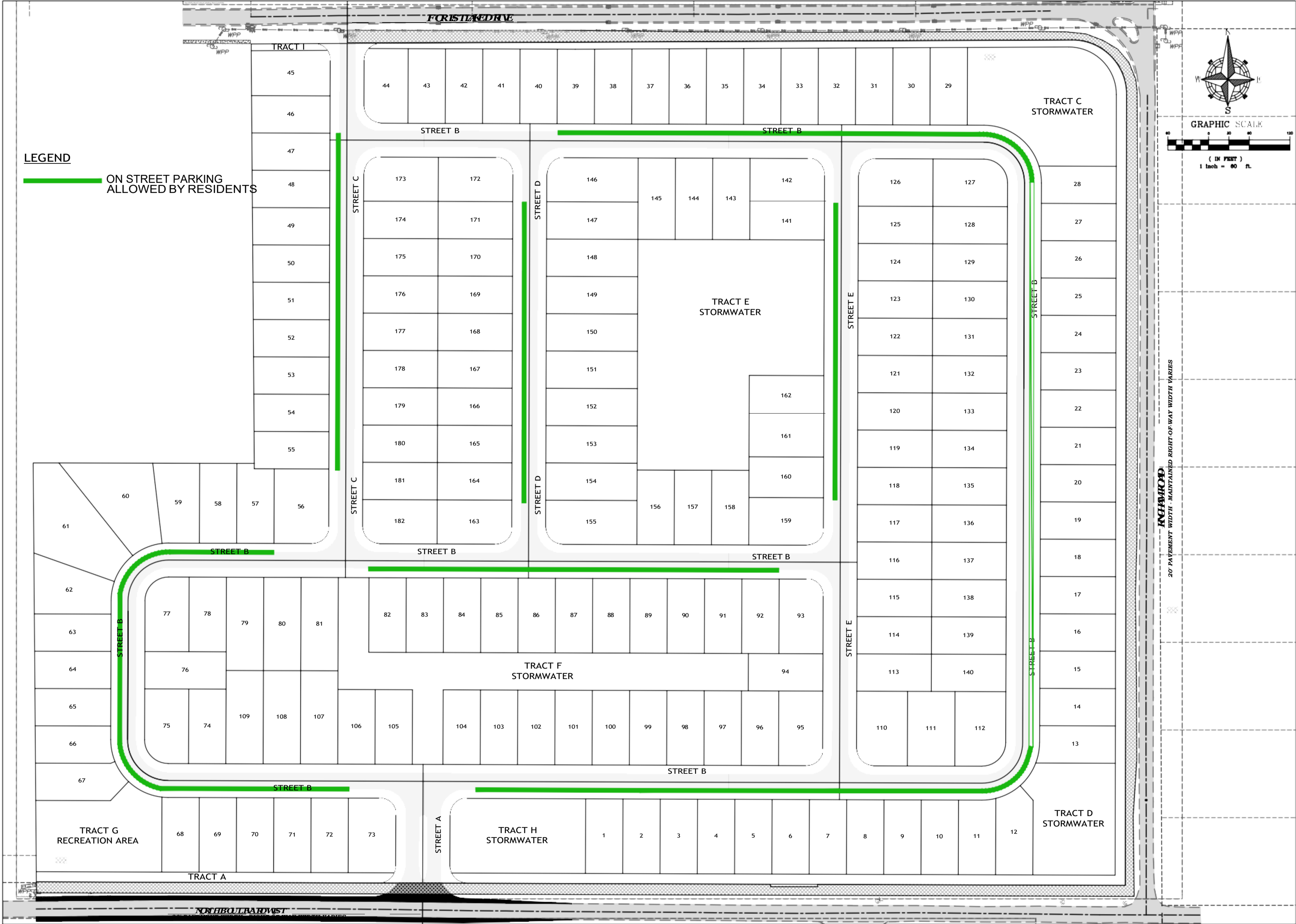
EXHIBIT B - *Map of Overnight Parking Areas*



LEGEND

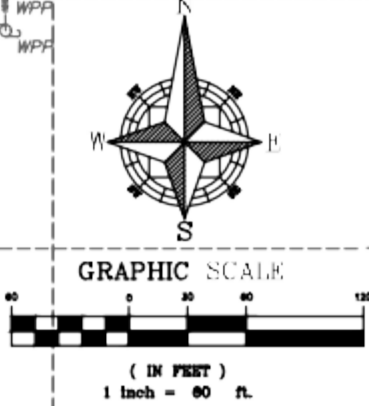
ON STREET PARKING ALLOWED BY RESIDENTS

| CITRUS RESERVE- SUBDIVISION | | CITY OF DAYTONA, FLORIDA | |
|---|--|--|--|
|  | | DATE | |
| | | DATE | |
| DENNIS L. WOOD, P.E. #17546 (FL) JOHN R. BANNON, P.E. #84128 (FL) | | 1906 BARTOW ROAD, AUSTIN, TX 78701 OFFICE: (803) 340-2040 FAX: (803) 340-2044 CELL: (803) 1652-0018 EMAIL: INFO@WOODKOLLE.COM WWW.WOODKOLLE.COM | |



LEGEND

ON STREET PARKING
ALLOWED BY RESIDENTS



| | | | |
|---|--|--|--|
| NOT VALID WITHOUT SEAL | | EXHIBIT A PARKING | |
| DENNIS L. WOOD, P.E. #17646 (FL) DATE | | SHEET 4 OF 4 | |
| CITRUS LANDING CITY OF DAVENPORT POLK COUNTY, STATE OF FLORIDA | | | |
| OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018 | | 1925 BARTOW ROAD LAKELAND, FL 33801 DENNIS WOOD, PROFESSIONAL ENGINEER EMAIL: denniswoodengineering@gmail.com | |
| | | DENNIS WOOD ENGINEERING LLC | |
| REVISIONS | | NO. DATE | |

SECTION XI

SECTION C

Holly Hill Road East CDD

Field Management Report



September 16, 2020
Clayton Smith
Field Services Manager
GMS

Completed

Covid Signage for Pool/Playground



- ✚ Obtained and installed covid-19 signage for pool and playground.
- ✚ Opened playground area for use.

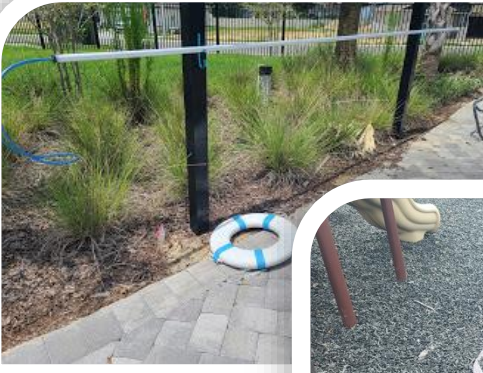
Repair Gate latches

- ✚ The gate latches to the trail between Isles and Pointe were replaced.
- ✚ This was done as there were resident complaints stating they were getting stuck and Residents could not get back through them.



In Process

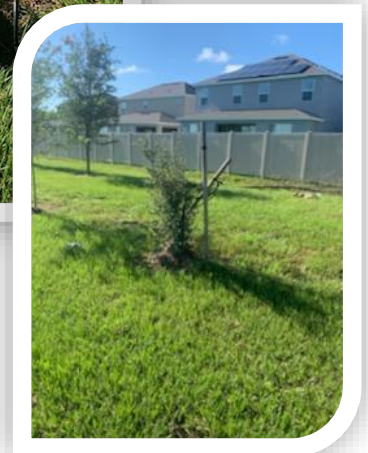
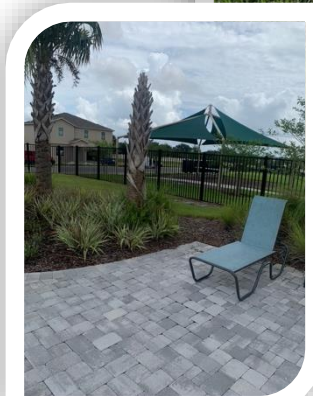
General Amenity Maintenance



- ✚ Several maintenance items to address at the amenity areas.
- ✚ Life rings need Rope
- ✚ Regrade playground mulch to cover fabric
- ✚ Additional items identified.

Landscape Improvements/Transition

- ✚ Working on transition with new landscaper
- ✚ Some areas needing some landscape improvements.
- ✚ Work with new contractor to address these areas.
- ✚ Pool area improvements



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

Audit Committee Meeting

SECTION III

SECTION A

**HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

District Auditing Services for Fiscal Year 2020

City of Davenport, Polk County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than Friday, October 9, 2020 at 5:00 p.m., at the offices of Governmental Management Services – Central Florida, LLC, Attn: Jill Burns, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “**Auditing Services – Holly Hill Road East Community Development District**” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including résumés with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2020, plus the lump sum cost of four (4) annual renewals.
- E. Provide a proposed schedule for performance of the audit.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. *Ability of Personnel.*

(20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. *Proposer's Experience.*

(20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.*

(20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.*

(20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. *Price.*

(20 Points)

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

TOTAL

(100 Points)

SECTION B

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Holly Hill Road East Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2020, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in City of Davenport, Polk County, Florida. The District currently has an operating budget of approximately \$309,113.45, not including debt service payments. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2020, be completed no later than June 1, 2021.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC, Attn: Jill Burns, District Manager, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside "**Auditing Services – Holly Hill Road East Community Development District.**" Proposals must be received by 5:00 p.m. on Friday, October 9, 2020, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

Jill Burns, District Manager
Governmental Management Services – Central Florida, LLC

Run date: September 18, 2020