

# Holly Hill Road East Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-382-3256

[www.hollyhillroadeastcdd.com](http://www.hollyhillroadeastcdd.com)

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The following is the proposed agenda for the meeting of the Board of Supervisors for the Holly Hill Road East Community Development District, scheduled to be held **Wednesday, January 16, 2019 at 10:00 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, FL 33880.** Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at [janeg@fishkind.com](mailto:janeg@fishkind.com) or (407) 382-3256. As always, the personal attendance of three (3) Board Members will be required to constitute a quorum.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: **1-866-546-3377**      Participant Code: **964985**

## **PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA**

### **Administrative Matters**

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of the Minutes of the December 19, 2018 Board of Supervisors Meeting**

### **Business Matters**

2. **Consideration of Resolution 2019-08, Designating District Manager, Assessment Consultant, and Financial Advisor**
3. **Consideration of Agreement between the District and Florida Wall Concepts, Inc. for Citrus Pointe Wall**
4. **Ratification of Agreement between the District and Pro Playgrounds for Playground Equipment Installation Services**
5. **Ratification of Payment Authorization Nos. 55 – 56**
6. **Review of Monthly Financials**

### **Other Business**

Staff Reports  
District Counsel  
Interim Engineer  
District Manager  
Supervisor Requests and Audience Comments  
Adjournment



**Holly Hill Road East  
Community Development District**

**Minutes**

## **MINUTES OF MEETING**

### ***HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING***

***Wednesday December 19, 2018 at 10:04 a.m.***

***Offices of Cassidy Homes***

***346 East Central Ave.,***

***Winter Haven, Florida 33880***

Board Members present at roll call:

Rennie Heath	Board Member	
Andrew Rhinehart	Board Member	
John Mazuchowski	Board Member	
Lauren Schwenk	Board Member	
Scott Shapiro	Board Member	(via phone)

Also, Present:

Jane Gaarlandt	Fishkind & Associates, Inc.
Kevin Plenzler	Fishkind & Associates, Inc. (via phone)
Sonali Patil	Fishkind & Associates, Inc.
Roy Van Wyk	Hopping Green & Sams, P.A.
Michelle Rigoni	Hopping Green & Sams, P.A.
Dennis Wood	Wood & Associates, LLC (via phone)
Bob Gang	Greenberg Traurig (via phone)
Patrick Marone	Heath Construction and Management, LLC
Drew White	Cassidy Group

### **FIRST ORDER OF BUSINESS**

### **Call to Order and Roll Call**

The meeting was called to order at 10:04 a.m. Those in attendance are outlined above.

### **SECOND ORDER OF BUSINESS**

### **Public Comment Period**

There were no public comments at this time.

### **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of  
the October 11, 2018 Special  
Meeting, October 17, 2018 Board**

**of Supervisors Meeting, and  
November 7, 2018 Special Meeting**

The Board reviewed the Minutes of the previous meetings.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Minutes of the October 11, 2018 Special Meeting, October 17, 2018 Board of Supervisors Meeting, and November 7, 2018 Special Meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-04, Ratifying the Sale of the Series 2018 Bonds**

Mr. Van Wyk presented the resolution ratifying the sale of the series 2018 Bonds.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved Resolution 2019-04, ratifying the Sale of the Series 2018 Bonds.

**FIFTH ORDER OF BUSINESS**

**Consideration of Amended and Restated Disclosure of Public Financing**

Mr. Van Wyk stated that Florida Statutes require that the District discloses all of their public financing as a result of the 2018 Bond issuance.

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

**SIXTH ORDER OF BUSINESS**

**Consideration of Notice of Lien of Special Assessments, Series 2018**

Mr. Van Wyk explained that the Notice of Lien of Special Assessments needs to be recorded to give notice of the imposition of assessments.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Notice of Lien of Special Assessments, Series 2018.

**SEVENTH ORDER OF BUSINESS****Consideration of Notice of  
Boundary Amendment**

Mr. Van Wyk explained the Notice of Boundary Amendment.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Notice of Boundary Amendment.

**EIGHTH ORDER OF BUSINESS****Presentation of Second Amended  
& Restated Assessment  
Methodology (Phase 4)**

Mr. Plenzler presented the Second Amended and Restated Assessment Methodology noting that the assessments were found to be reasonably and equitably allocated and that the benefit received by each of the District's property owners from the District's CIP exceeds the cost of the related assessments.

Mr. Van Wyk asked Mr. Plenzler if he based his calculations on the Second Amended and Restated Engineer's Report. Mr. Plenzler replied that is correct. Mr. Van Wyk asked if Mr. Plenzler has heard of any changes or corrections to that report. Mr. Plenzler responded that he has not heard of any changes or corrections to the Engineer's Report. Mr. Van Wyk asked if the revision that Mr. Plenzler presented is consistent with the method's and procedures of the original report. Mr. Plenzler stated that is correct.

**NINTH ORDER OF BUSINESS****Presentation of Resolution 2019-07, Setting a Public Hearing on the District's Intent to Use the Uniform Method of Collection for the Expansion Area**

Mr. Van Wyk presented the resolution to the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Resolution 2019-07, Setting a Public Hearing on the District's Intent to Use the Uniform Method of Collection for the Expansion Area.

**TENTH ORDER OF BUSINESS****Presentation of Second Amended  
& Restated Engineer's Report  
(Phase 4)**

Mr. Wood presented the Second Amended & Restated Engineer's Report. Mr. Van Wyk asked if there were any material changes to the report other than the inclusion of Phase 4 and the cost estimates to Phase 4. Mr. Wood replied no. Mr. Van Wyk asked Mr. Wood if it is his opinion that the cost is reasonable for the project. Mr. Wood replies yes. Mr. Van Wyk asked if there was any reason that the District would not be able to construct the project as outlined in the report for Phase 4. Mr. Wood replied no.

**ELEVENTH ORDER OF BUSINESS****Consideration of Resolution 2019-05, Declaring Special Assessments on Expansion Area**

Mr. Van Wyk explained that Resolution 2019-05 adopts the adopts the Engineer's Report as revised and the Methodology Report as revised.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolutions 2019-05, Declaring Special Assessments on Expansion Area.

**TWELFTH ORDER OF BUSINESS****Consideration of Resolution 2019-06, Setting a Public Hearing on the Imposition of Special Assessments on the Expansion Area**

Ms. Gaarlandt suggested that the board hold the public hearing on February 20, 2019.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2019-06, Setting February 20, 2019 as the Public Hearing Date on the Imposition of Special Assessments on the Expansion Area.

**THIRTEENTH ORDER OF BUSINESS****Consideration of Navitas Lease Agreement for Playground Equipment**

Ms. Gaarlandt presented the Navitas lease Agreement for the total amount of \$79,447.00 to the Board. Mr. Shapiro had previously reviewed the agreement.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board approved the Navitas Lease Agreement for Playground Equipment.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of the CRI  
Engagement Letter for FY 2018  
Auditing Services**

Ms. Gaarlandt explained that the fee is \$3,000.00, which is in accordance with the original proposals that CRI provided and it is well within the budgeted amount.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the CRI Engagement Letter for FY 2018 Auditing Services.

**FIFTEENTH ORDER OF BUSINESS**

**Consideration of Agreement  
between the District and Danielle  
Fence Mfg. Co. Proposal for  
Perimeter Fence**

Ms. Gaarlandt presented the proposal from Danielle Fence for perimeter fencing. Mr. Shapiro stated that this contract might get modified to a lesser amount.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved the Agreement between the District and Danielle Fence Mfg. Co. Proposal for Perimeter Fence in an amount not to exceed \_\_\_\_\_.

**SIXTEENTH ORDER OF BUSINESS**

**Consideration of Assignment of  
Engineering Services Agreement**

Mr. Van Wyk explained that Mr. Wood is setting up a new company and this agreement assigns his current contract under the current company name to the new company name. It is the same agreement with no changes. Mr. Shapiro stated that Mr. Wood will need to have his insurance company re-issue new certificates of insurance under the new name. Mr. Wood responded that he will do so.



On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved Assignment of the Engineering Services Agreement.

**SEVENTEENTH ORDER OF BUSINESS**

**Ratification of Henkelman  
Construction, Inc. – Change Order  
No. 1 – Addition of Bond to  
Amenity Center Contract**

Mr. Shapiro explained that this Change Order is for the additional cost of the Surety Bond requirement that the District has for payment of performance bonds.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board ratified Henkelman Construction, Inc. – Change Order No. 1 – Addition of Bond to Amenity Center Contract.

**EIGHTEENTH ORDER OF BUSINESS**

**Ratification of Tucker paving Inc.  
– Change Order No. 18-978 – Lift  
Station**

Ms. Gaarlandt presented Change Order 18-978 to the Board.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board ratified Tucker paving Inc. – Change Order No. 18-978 – Lift Station

**NINETEENTH ORDER OF BUSINESS**

**Ratification of Payment  
Authorization Nos. 45 - 54**

Ms. Gaarlandt stated that these have been previously approved and just need to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board ratified Payment Authorization Nos. 45 – 54.

**TWENTIETH ORDER OF BUSINESS****Review of Monthly Financials**

Ms. Gaarlandt presented the monthly financials to the Board. There was no action required by the Board.

**TWENTY-FIRST ORDER OF BUSINESS****Staff Reports**

**District Counsel –** No Report

**District Engineer –** Mr. Wood stated that he had a call this week about Citrus Isle. One of the sprinklers had broken on the big slope where the District installed trees and there was a washout on the slope. The person who reported it to him was supposed to send him pictures but he never received the pictures. He stated he will be in the area tomorrow and he will look at it.

Ms. Schwenk stated that CAS does sprinkler repairs and she will find out from Phillip.

**District Manager –** No Report

**TWENTY-SECOND ORDER OF BUSINESS****Supervisor Requests and Audience Comments**

There were no Supervisor requests or Audience comments.

**TWENTY-THIRD ORDER OF BUSINESS****Adjournment**

There were no other questions or comments. Mr. Van Wyk requested a motion to adjourn.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board adjourned the December 19, 2018 Board of Supervisors meeting for Holly Hill Road East.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

1. The first part of the document is a list of names and addresses of the members of the committee. The names are listed in alphabetical order, and the addresses are listed below each name. The list includes the names of the members of the committee, the names of the members of the subcommittee, and the names of the members of the advisory committee. The addresses are listed in the same order as the names.

**Holly Hill Road East  
Community Development District**

**Resolution 2019-08**

## RESOLUTION 2019-08

### **A RESOLUTION DESIGNATING FISHKIND & ASSOCIATES, INC., AS DISTRICT MANAGER OF AND ASSESSMENT CONSULTANT FOR AND FINANCIAL ADVISOR TO THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING COMPENSATION, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Holly Hill Road East Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 189, *Florida Statutes*, being situated in the City of Davenport, Polk County, Florida; and

**WHEREAS**, the Board of Supervisors (“Board”) of the District has previously appointed Fishkind & Associates, Inc. as District Manager and Assessment Consultant (hereinafter, collectively, the “District Manager”) and Financial Advisor; and

**WHEREAS**, the Board of Supervisors and Fishkind & Associates, Inc. desire to enter into a revised District Management Agreement and Financial Advisor Agreement (collectively, the “Fishkind Agreement”), which shall be dated effective as of the date of this Resolution, the form(s) of which are attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to the terms of the Fishkind Agreement, Fishkind & Associates, Inc. may, upon notice to the District, assign its rights and obligations under such agreement to any subsidiary, affiliate, or successor in connection with the sale of all or substantially all of Fishkind & Associates, Inc.’s assets; and

**WHEREAS**, Fishkind & Associates, Inc. has recently advised the Board of Supervisors of the District of its intent to enter into a proposed transaction (the “Transaction”) with PFM Financial Advisors LLC or PFM Consulting Services, LLC or its affiliate(s) (collectively, “PFM”) whereby Fishkind will sell all or substantially all of its assets to PFM; and

**WHEREAS**, in connection with the Transaction and pursuant to the Fishkind Agreement, Fishkind & Associates, Inc. desires to assign its rights and obligations as District Manager and Financial Advisor under the Fishkind Agreement to PFM upon and after the date the Transaction is consummated, and the Board is amenable to such assignment upon the consummation of the Transaction.

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

1. Fishkind & Associates, Inc. has previously been appointed the District Manager and Financial Advisor to the District.

2. Fishkind & Associates, Inc., shall be compensated for services in such capacity in the manner prescribed set forth in the Fishkind Agreement attached hereto as **Exhibit A**, which agreement is approved as to form and substance. Upon execution of the Fishkind Agreement(s) attached hereto as **Exhibit A**, all prior agreements relating to the services contemplated in the Fishkind Agreement attached hereto as **Exhibit A** are hereby rescinded by the parties and shall be of no further force and effect.
3. The assignment by Fishkind & Associates, Inc. of all of its rights and obligations as District Manager and Financial Advisor under the Fishkind Agreement to PFM is approved by the Board in connection with, and shall become effective upon, consummation of the Transaction referenced hereinabove.
4. This Resolution shall become effective immediately upon its adoption.

**Adopted this 16<sup>th</sup> day of January, 2019.**

**ATTEST:**

**HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson

**Exhibit A: Fishkind Agreements**

## **Exhibit A:** Fishkind Agreements

## **DISTRICT MANAGEMENT AND ASSESSMENT CONSULTANT AGREEMENT**

This District Management Agreement (this "Agreement"), made and entered into this 16<sup>th</sup> day of January, 2019 (the "Effective Date") by and between Holly Hill Road East Community Development District ("DISTRICT") and Fishkind & Associates, Inc. (hereinafter called the "MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

### **I. SCOPE OF SERVICES**

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

### **II. WORK SCHEDULE**

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

### **III. COMPENSATION**

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

#### **1. Reimbursable Expenses**

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.



## 2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

## **IV. TERM AND TERMINATION**

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

## **V. ASSIGNMENT**

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

## **VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA**

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER and the DISTRICT shall, and shall cause its agent(s) to, cooperate with MANAGER in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a transaction or financial product and/or relevant to a DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that MANAGER provide advice with regard to any recommendation made by a third party, DISTRICT will provide to MANAGER written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while MANAGER is relying on the Data in connection with its provision of the services under this Agreement, MANAGER makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

## **VII. NOTICES**

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

**DISTRICT:**

Holly Hill Road East Community Development District  
12051 Corporate Boulevard  
Orlando, Florida 32801  
Attention: District Manager

**With A Copy To:**

Hopping Green & Sams, PA  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attention: Roy Van Wyk

**MANAGER:**

Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, FL 32801  
Attention: Hank Fishkind, President

**VIII. TITLE TRANSFER**

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

**IX. MANAGER'S REPRESENTATIVES**

1. Assignment of Named Individuals

The professional employees of MANAGER set forth below will provide the services set forth in this Agreement; provided that MANAGER may, from time to time, supplement or otherwise amend the team members set forth below.

- Jane Gaarlandt
- Sonali Patil

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

## **X. INSURANCE**

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

## **XIII. GENERAL PROVISIONS**

### **1. MANAGER Not to Participate as Underwriter**

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not market or otherwise be responsible for the initial offering of the issuance of any of the DISTRICT's debt obligations.

### **2. Limitation of Liability**

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of MANAGER or any of its associated persons, neither MANAGER nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder, (ii) any error of judgment or mistake of law, or (iii) any loss arising out of or any financial or other damages resulting from DISTRICT's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of MANAGER or any of its associated persons, upon any advice or recommendation provided by MANAGER to DISTRICT.

### **3. Disclaimer of MANAGER**

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

### **4. Attorney Fees and Governing Law**

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

MANAGER understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, MANAGER agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the MANAGER 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 Agreement term and following the Agreement term if the MANAGER does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in MANAGER'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 MANAGER, the MANAGER 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 MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FISHKIND & ASSOCIATES, INC., AT 407-382-3256, 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817.**

9. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

**Board of Supervisors:**

Holly Hill Road East Community Development District

Sign \_\_\_\_\_

Print Name \_\_\_\_\_

**Fishkind & Associates, Inc.**

\_\_\_\_\_  
Hank Fishkind, Ph.D., President

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **I. General Management Services**

##### **General Consultation, Meetings, and DISTRICT Representation**

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will maintain the DISTRICT's website in compliance with applicable law and ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

#### **II. Accounting Services**

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

#### **III. Minutes and Records**

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Dissemination Agent

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Assessment Consulting Services

The Manager shall formulate the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals, including the preparation of an assessment methodology report.

**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

The table below outlines the minimum management fees. The fees depend upon the type of district, the website selected, and the number of debt issues outstanding for the DISTRICT. Fees are reviewed and adjusted annually pursuant to the DISTRICT's budget process. Our fees include the provision of the services described in Exhibit A, as well as the reimbursable *expenses* set forth in Section III(1).

<i>Type of District</i>	<i>Management Fee</i>	
Inactive	\$5,000	
Developer Control	\$20,000	
Resident Control	\$60,000 (negotiable)	
Website	Set Up	Annual
Minimum	\$2,000	\$1,000
Standard	\$3,000	\$2,900
Deluxe	\$5,000	\$5,000
Lien Book, Tax Roll, and Continuing Disclosure Services	Amount	
Base Fee	\$5,000	
Fee per debt issue	\$7,500	
Assessment Methodology Preparation and Assessment Consulting Services	Fee to be negotiated per debt issuance	



**EXHIBIT C**  
**INSURANCE**

MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect in Florida.
- b) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
- c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence. Claims-made policies shall have at least a three-year reporting period.
- d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- f) Comprehensive Automobile Liability insurance for all hired and non-owned vehicles used by the Consultant's staff with a combined single limit of one million dollars (\$1,000,000.00).

The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on the General Liability and Automobile insurance policies described above. The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as a joint loss payee on the Commercial Crime insurance. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the DISTRICT to not be named as an additional insured or joint loss payee where applicable) without sixty (60) days written notice to the DISTRICT. MANAGER will furnish the DISTRICT with a Certificate of Insurance evidencing compliance with this section prior to Agreement commencement and upon request.

## **FINANCIAL ADVISORY AGREEMENT**

This agreement ("Agreement"), made and entered into this 16<sup>th</sup> day of January, 2019, (the "Effective Date") by and between Holly Hill Road East Community Development District ("DISTRICT") and Fishkind & Associates, Inc. (hereinafter called "FA"), sets forth the terms and conditions under which FA shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FA is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FA agree as follows:

### **I. SCOPE OF SERVICES**

FA shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FA which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FA.

### **II. WORK SCHEDULE**

The services of FA are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

### **III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES**

1. FA is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated FA as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. FA shall not be responsible for, or have any liability in connection with, verifying that FA is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). DISTRICT acknowledges and agrees that any reference to FA, its personnel and its role as

IRMA, including in the written representation of DISTRICT required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FA. DISTRICT further agrees not to represent that FA is DISTRICT's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without FA's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in FA's Disclosure Statement delivered to DISTRICT together with this Agreement.

#### **IV. FINANCIAL ADVISORY COMPENSATION**

For the services provided under this Agreement, FA's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

##### **1. Reimbursable Expenses**

In addition to fees for services, FA will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by FA subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

##### **2. Other Services**

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

#### **V. TERMS AND TERMINATION**

This Agreement shall be effective as of the Effective Date until January 16, 2020 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by FA which, in each case, FA fails to cure within 10 days of notice thereof. Upon such termination, FA will be paid for all services performed and costs and expenses incurred up to the termination date.

#### **VI. ASSIGNMENT**

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party ; provided that upon notice to DISTRICT, (i) FA may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, FA, or (ii) to any subsidiary or affiliate of FA or a successor of FA in connection with the sale of all or

substantially all of FA's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

## **VII. INFORMATION TO BE FURNISHED TO FA**

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to FA and the DISTRICT shall, and shall cause its agent(s) to, cooperate with FA in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that FA provide advice with regard to any recommendation made by a third party, DISTRICT will provide to FA written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while FA is relying on the Data in connection with its provision of the services under this Agreement, FA makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

## **VIII. NOTICES**

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

### **DISTRICT:**

Holly Hill Road East Community Development District  
12051 Corporate Boulevard  
Orlando, Florida 32801  
Attention: District Manager

### **FA:**

Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, FL 32801  
Attention: Hank Fishkind, President

### **Copy To:**

Hopping Green & Sams, PA  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attention: Ron Van Wyk

## **IX. TITLE TRANSFER**

All materials, except functioning or dynamic financial models, prepared by FA pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement FA shall deliver to the DISTRICT copies of any materials or documents pertaining to or prepared in accordance with this Agreement.

## **X. FA'S REPRESENTATIVES**

### **1. Assignment of Named Individuals**

Professional employees of FA will provide the services set forth in this Agreement and FA may, from time to time, supplement or otherwise amend the team members. The individual listed below shall be the engagement manager for this Agreement.

- Hank Fishkind
- Kevin Plenzler

### **2. Changes in Staff Requested by the DISTRICT**

The DISTRICT has the right to request, for any reason, FA to replace any member of the advisory team. Should the DISTRICT make such a request, FA shall promptly suggest a substitute for approval by the DISTRICT.

## **XI. INSURANCE**

FA shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

## **XII. LIMITATION OF LIABILITY**

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of FA or any of its associated persons, neither FA nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by FA to DISTRICT.

## **XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY**

FA, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person,

other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will FA be liable for any act or omission of any third party or for any circumstances beyond FA's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

#### **XIV. APPLICABLE LAW**

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. FA and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

#### **XV. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement represents the entire agreement between DISTRICT and FA and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of FA shall not in any way be deemed an amendment or modification of this Agreement. This Agreement supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

#### **XVI. EXECUTION; COUNTERPARTS**

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

#### **XVII. PUBLIC RECORDS DISCLOSURE.**

FA understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, FA agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the FA 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 Agreement

term and following the Agreement term if the FA does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in FA'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 FA, the FA 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 FA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FISHKIND & ASSOCIATES, INC., AT 407-382-3256, 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817.**

*[Signature Page Follows]*

**IN WITNESS THEREOF**, the DISTRICT and FA have executed this Agreement as of the day and year herein above written.

**HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals; notwithstanding the foregoing, these services shall not include the preparation of an assessment methodology report.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of non-ad valorem special assessment and other revenues growth rates by revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances,

selected operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.
- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.
- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the DISTRICT in preparing financial presentations for public hearings and/or referendums.
- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the DISTRICT.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.

- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that FA is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
- Assist and advise the DISTRICT with investment of proceeds of debt offerings

3. **Special Services.** Upon request of the DISTRICT:

FA may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs

8. Investment advisory services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate))
9. Arbitrage and rebate services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate)
10. Financial analysis of projects being developed by engineer/architect studies
11. Negotiate on behalf of the DISTRICT for proposed projects

**EXHIBIT B**  
**COMPENSATION FOR SERVICES (NEGOTIABLE)**

<u>Description</u>	<u>Unit Price</u>	
TRANSACTIONAL FEE SCHEDULE		
		Non-investment
A. Conventional Long-Term Fixed Rate Debt	Investment Grade	Grade
Up to \$25 Million	<u>\$1.00/ \$1,000</u>	<u>\$1.00/ \$1,000</u>
\$25 Million up to \$50 Million	<u>\$0.85/ \$1,000</u>	<u>\$1.00/ \$1,000</u>
Over \$50 Million up to \$75 Million	<u>\$0.75/ \$1,000</u>	<u>\$0.85/ \$1,000</u>
Over \$75 Million	<u>\$0.50/ \$1,000</u>	<u>\$0.75/ \$1,000</u>
Above Fees Subject To:		
Minimum	<u>\$20,000.00</u>	<u>\$25,000.00</u>
Maximum	<u>\$125,000.00</u>	<u>\$200,000.00</u>
Additional Fee – Refunding Transaction	\$ <u>N/A</u> (excluding escrow structuring if requested)	

**B. Notes, Including but not Limited to TANS and RANS \$15,000.00<sup>1</sup>**

<sup>1</sup>Fee for investment grade, publicly offered issues; fee for private placement or non-investment grade public offering will be negotiated prior to the sale.

**NON-TRANSACTIONAL FEE SCHEDULE**

**C. Professional Fees**

Managing Director	<u>\$300.00/ Hour</u>
Senior Managing Consultant (other senior staff)	<u>\$250.00/ Hour</u>
Senior Analyst (Analyst)	<u>\$150.00/ Hour</u>
Administrative Staff	<u>\$0.00 / Hour</u>

**D. Out of Pocket Expenses**

Not to Exceed	<u>\$2,000.00</u> per Issue*
Travel	At Cost
Lodging	At Cost
Meals	At Cost
Postage	At Cost
Telephone	At Cost
Copies	0.10 Black & White; 0.50 for Color
Printing	0.10 Black & White; 0.50 for Color

\*FA also offers a flat “overhead” fee of \$1,500 per financing to cover all typical expenses (copies, printing, in state travel, etc). Both structures exclude New York and other out of state travel, which is billed at cost.

### **Other Services**

In addition to advising on bond transactions, FA is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, arbitrage rebate compliance, investment agreement and float contract bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. These services would be provided via separate contract with the appropriate FA related entity such as FA Asset Management, LLC. If needed or required under this proposal, these services are subject to a separate fee to be negotiated in advance at the time of the service. FA fully discloses all fees related to any transaction.

## **EXHIBIT C** **INSURANCE**

Fishkind & Associates, Inc. ("FA") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. FA maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. FA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

### **Deductibles/SIR:**

Automobile \$250 comprehensive & \$500 collision  
Cyber Liability \$50,000  
General Liability \$0  
Professional Liability (E&O) \$1,000,000  
Financial Institution Bond \$75,000

### **Insurance Company & AM Best Rating**

Professional Liability (E&O)	Endurance American Specialty Insurance; (A+; XV) XL Specialty Insurance Company; (A; XV) Continental Casualty Company; (A; XV) Starr Indemnity & Liability Company; (A; XIV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
Cyber Liability	Indian Harbor Insurance Company (A; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Federal Insurance Company; (A++; XV)
Excess /Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Great Northern Insurance Company; (A++; XV)





**Holly Hill Road East  
Community Development District**

**Agreement between the District and Florida Wall  
Concepts, Inc. for Citrus Pointe Wall**

**AGREEMENT FOR ENTRY FEATURE & WALL INSTALLATION BETWEEN  
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT  
AND FLORIDA WALL CONCEPTS, INC.**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of January, 2019 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 Haines City, Florida, and having a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

**FLORIDA WALL CONCEPTS, INC.**, a Florida corporation, whose address is 1726 W. Broadway Street, Oviedo, Florida 32765 (the "Contractor").

**RECITALS**

**WHEREAS**, the District was established by ordinance of the City of Davenport, Florida, for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

**WHEREAS**, the District desires to install an entry feature and wall (the "Entry Feature") on certain property within Phase 2 (Citrus Pointe) of the District, which property is more specifically depicted on **Exhibit A** attached hereto and incorporated herein by reference (the "District Property"); and

**WHEREAS**, the District desires to retain an independent contractor to provide the materials and services for the installation the Entry Feature as set forth in Contractor's Proposal, dated January 10, 2019, attached hereto as **Exhibit B** and hereby incorporated by reference herein (the "Services"); and

**WHEREAS**, Contractor represents that it is capable of providing such Services to the District; and

**WHEREAS**, the District and Contractor (the "Parties") warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

**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.**

- A.** The Contractor agrees to provide the labor, materials and services necessary for the construction of the Entry Feature as described herein and in the attached **Exhibit B**.
- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter, and reasonable ingress and egress to, the District Property, 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.
- D.** The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the completion of the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

**SECTION 3. COMPENSATION.** In exchange for providing the Services, the District shall pay the Contractor in accordance with the unit prices set forth in **Exhibit B**, provided, the total amount paid for the Services hereunder shall not to exceed Seventy Six Thousand Eight Hundred Eighty Two Dollars and Sixty Three Cents (\$76,882.63).

- A.** If the District should desire additional work or services not provided in **Exhibit B**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail herein.
- B.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar

payroll deductions from the wages of employees.

**SECTION 4. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of at least three (3) years after final acceptance by the District, or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 5. CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours and at the sole expense of Contractor.

**SECTION 6. 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>	\$2,000,000
<i>Property Damage (including contractual)</i>	\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$2,000,000

B. Contract shall name the District, its agents, staff, consultants and supervisors, as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 7. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or

agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. AMENDMENTS.** 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 the District and the Contractor.

**SECTION 12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 13. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to the District:** Holly Hill Road East  
Community Development District  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Florida Wall Concepts, Inc.  
1726 W. Broadway Street  
Oviedo, Florida 32765  
Attn: \_\_\_\_\_

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 the Contractor may deliver Notice on behalf of the District and the 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 14. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 17. APPLICABLE 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. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

**SECTION 18. INDEMNIFICATION.**

- A. Contractor, its employees, agents, representatives and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, 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, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 20. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 21. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 22. 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 **Jane Gaarlandt** ("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) 382-3256, JANEG@FISHKIND.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.**

**SECTION 23. 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 24. 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 25. 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

**Attest:**

**HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Witness:**

**FLORIDA WALL CONCEPTS, INC.**

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A:** Installation Location Map

**Exhibit B:** Contractor's Proposal dated January 10, 2019

**EXHIBIT A**  
**Installation Location Map**



**EXHIBIT B**  
**Contractor's Proposal dated January 10, 2019**



**Florida Wall Concepts, Inc.**

1726 W Broadway St. Oviedo FL 32765  
Office 407.971.8418 Fax 407.971.2749

**Proposal #: 18-308 Citrus Pointe Rev. 3**

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**Client:**

**Holly Hill Road CDD**  
12051 Corporate Blvd., Orlando, FL

**Date:** January 10, 2019

**Contact:**

**Jane Gaarlandt**

**Terms:**

Progress Payments  
Per Contract

**Project Address:**

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Precast Wall System:	396	LF	@	\$	73.21	\$	28,991.12
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\*Includes (3) stand alone precast columns for Aluminum fence section.

\*\*FWC will move excess dirt to cover gaps under walls.

Engineering						\$	2,500.00
-------------	--	--	--	--	--	----	----------

Permitting						\$	2,861.63
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Faux Painting:	<i>One color coat plus 2 additional color coats</i>					\$	1,407.20
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Entry Sign: (4) Entry Arched Sign Walls created with FWC 8' stucco finish columns with J&N cultured stone veneer (columns only), 16' L x 10'H arched top precast sign wall stucco and painted, precast column caps, and EIFS trim. Sign wall to match Citrus Isle.						\$	41,122.68
--	--	--	--	--	--	----	-----------

**TOTAL: \$ 76,882.63**

**MATERIALS AND LABOR FURNISHED:**

Panel Style: Stucco  
Column Style: Stucco  
Cap Style: Colonial

Precast Panels:	24	(6' High)	(8' High)
Precast Columns:	30	(6' High)	(8' High)
Precast Cap:	30		

Coloring of precast fence (Includes one base coat of color.)

Additional Colors can be provided for 2.00 per LF of Wall per side.

**THIS PROPOSAL SPECIFICALLY INCLUDES:**

Production of precast products

One mobilization for footing crew (Additional mobilizations will be charged at \$500.00 each)

One mobilization for installation crew. To be performed using a 10 ton forklift. (Additional mobilizations will be charged \$750.00 each)

One mobilization for stain crew (Additional mobilizations will be charged at \$350.00 each)

Footings set in water (3' below grade) causing use of a sleeve and pump will be charged at \$500.00/per footing

Footings set in sandy soil (where collapse of footer is extensive) causing use of a sleeve will be charges at \$400.00/per footing

Footings requiring hand digging due to Utilities or other unforeseen conditions will be charged at \$250.00/per footing

Proposal is based on estimated quantities. Final billing will be based on verified field measurements.

Permit fees and engineering are provided for FWC's scope of work only.

**THIS PROPOSAL SPECIFICALLY EXCLUDES: (but not limited to)**

Landscaping, Irrigation and Restoration are excluded from this bid.

Removal of footing spoils (excavated dirt)

Fees, bonds, variances, surveys, set back requirements, codes, or any other compliance are the responsibility of the purchaser

Removal of existing fence or obstacles impeding the work area

Maintenance of Traffic, temporary fencing, or re-routing of pedestrian traffic.

Erosion Control

This proposal excludes any removal, repair, and replacement of irrigation, landscaping, roadway restoration, curb, or sidewalk

FWC is not responsible for clearing, layout, grading, or compaction of existing wall construction area.

Any dewatering for footing installation. If required, pricing can be provided.

Density and soil testing is the responsibility of the customer unless otherwise specified in this proposal

Any other service or material that is not expressly included above.

**DELIVERY/ERECTION:**

1. Delivery dates will be determined at time of award.

2. FWC will comply with OSHA Safety Standards for Fall Protection.

3. This proposal is based on a single mobilization(s) for fork lift/crane and crew. Any additional mobilizations will be an added cost to the contract amount.

4. General contractor/owner will provide adequate stabilized, level access to the perimeter and interior of structure for FWC truck and fork lift/crane to operate under their own power. Sufficient job site storage will be provided for FWC.

5. FWC will be allowed extensions of any scheduling requirements for weather related delays that in FWC's sole judgment result in an impact to production, delivery and/or erection.

6. General Contractor /owner will be responsible for protecting the surrounding areas that will be accessed by FWC in performing its work hereunder. Damage to existing areas surrounding the structure or project, including but not limited to landscaping, drives, sidewalks, curbs, foundations, slabs, underground utilities, and other installations, that are caused by FWC in the performance of the work hereunder will not be the responsibility of FWC.

7. All overhead obstructions, including power lines, must be removed by others.

8. General Contractor/ owner is to provide layout, locations, and elevations, for all FWC scope of work.

9. Client please initial your choice of the following:

\_\_\_\_\_ Manufacture prior to receiving a permit. I understand that I will pay for these items whether a permit is issued or not.  
\_\_\_\_\_ Hold on manufacture until permit is issued, I understand that this may back-up my installation date.

**DESIGN:**

1. FWC reserves the right to modify the design to preserve the integrity of the precast panels and to facilitate the most efficient means for production and erection. All such design changes will be subject to the design specifications and approval by the Engineer of Record.

2. Wall panel finish: Exterior finish will consist of a vertical mold form finish. Minor imperfections, such as form lines and bug holes are to be expected in all precast finishes. Products will be produced with common gray cement along with the variations in color common to gray cement. Paint colors selected may affect the look / appearance of the wall panel finish.

3. **Cracking and minor chipping is an inherent aspect of precast construction. Such panels, prestressed or non-prestressed, may experience some cracking and chipping**

4. When applicable or available FWC will be provided with all AutoCAD files pertaining to the precast and its connections.

**WARRANTY:**

1. Florida Wall Concepts, Inc. warrants the original purchase only, that the services and materials provided by Florida Wall Concepts, Inc. will be free of material or workmanship defects for the period of 1 (one) year from the date of purchase. Florida Wall Concepts, Inc.'s sole obligation and your exclusive remedy under this limited warranty or any implied warranty shall be the repair or replacement of pieces, without charge, which are defective in materials or workmanship and which have not been misused or damaged subsequent to installation. This warranty is non-transferable.

2. This warranty excludes any damages caused by anyone other than Florida Wall Concepts, Inc. and excludes any damage to surrounding property or landscaping resulting in the need for access to perform any repair or replacement provided.

3. Rights under this warranty are conditioned upon receipt in the principal office of Florida Wall Concepts, Inc., as indicated above, of written notice of the defective materials or workmanship within the earlier of the period of the warranty stated above or 10 days from when the defect was discovered or should have been discovered through reasonable diligence.

4. Any implied warranty shall likewise be limited in duration to the earlier of 1 (one) year from the date of substantial completion or 10 days from when the defect was discovered or should have been discovered through reasonable diligence.

5. In no event shall the Florida Wall Concepts, Inc. be liable for any incidental or consequential damages, including but not limited to liability for loss of profits, arising from the sale, use, repair or replacement of this product.

**MISCELLANEOUS:**

1. The project shall be constructed in accordance with the contract drawings and documents, within acceptable construction tolerances. Out-of-tolerance conditions will not be the responsibility of FWC, and any cost incurred by FWC resulting or arising from a condition that is outside acceptable construction tolerances will result in a change order regardless of whether a change order is formally submitted, requested, or approved.

2. If FWC is required to name contactor/owner, etc. as "additional insured" on its liability policies, add \$1,200.00 to the above price.

3. **Production will not commence until the receipt of signed contract and down payment**

\_\_\_\_\_  
Signature of Acceptance

NOTE: Bid amount approved subject to formal agreement with the CDD

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date



**This proposal was bid using the supplied drawings from:**

**\*Quote is good for 30 days. Pricing may change based on site conditions, field measurements, or any other reasonable changes, etc.. This proposal is subject to a mutually agreed upon contract, scope of work, construction schedule and payment schedule.**

**FWC is not responsible for soil testing. This proposal is based on existing conditions acceptable to FWC's construction activities.**

**FWC requires stabilized access to construction area prior to mobilizing to job site.**

**If retainage is held, it will be due net 30 days from FWC's certification of completion.**



**Holly Hill Road East  
Community Development District**

**Agreement between the District and Pro Playgrounds  
for Playground Equipment Installation Services**



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

**CONTRACTOR:** Legacy Construction Services Group Inc  
D.B.A Pro Playgrounds **EIN:** 27-1850232  
**ADDRESS:** 1563 Capital Circle SE, # 144 **CITY, STATE & ZIP CODE:** Tallahassee, FL 32301  
**CONTACT:** Paul Adrianse **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150  
**TOTAL CONTRACT AMOUNT:** \$79,447.00  
**PROJECT NAME:** Holly Hill Road East Community  
Development District **AGREEMENT #:** 4666  
**PROJECT ADDRESS:** 0 Holly Hill Road, Davenport FL 33837

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

**THIS AGREEMENT** made and entered into on this the 3<sup>rd</sup> day of January, 2019, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Holly Hill Road East Community Development District, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other Contractee.

#### WITNESSETH

**WHEREAS** Owner desires to:

Furnish engineered sealed drawings and permit for two custom quad sail shades at 30'x30'x8' - 4 columns with 4 triangle sails. Installation of the two permitted custom quad sail shades, Imperial Springs playsystem and single bay with one cantilever swing set. Safety surfacing installation to include 8" border timbers & 1/2 ADA ramp with weed barrier and 14 super sacks of uncoated rubber mulch at 6" depth. Installation of x2 pet waste stations w/receptacles & sign, x1 4 hump bike rack, x2 8' portable picnic tables (both are ADA compliant), x2 6' backed bench (one is ADA compliant) and x2 trash receptacles.

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

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

Contractor Initial \_\_\_\_\_ Page 1 of 10 Owner Initial \_\_\_\_\_  
1-800-573-7529 | www.proplaygrounds.com



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

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

#### **ARTICLE 1 – SCOPE OF WORK**

- 1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Furnish engineered sealed drawings and permit for two custom quad sail shades at 30'x30'x8' - 4 columns with 4 triangle sails. Installation of the two permitted custom quad sail shades, Imperial Springs playsystem and single bay with one cantilever swing set. Safety surfacing installation to include 8" border timbers & 1/2 ADA ramp with weed barrier and 14 super sacks of uncoated rubber mulch at 6" depth. Installation of x2 pet waste stations w/receptacles & sign, x1 4 hump bike rack, x2 8' portable picnic tables (both are ADA compliant), x2 6' backed bench (one is ADA compliant) and x2 trash receptacles.; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

1. 2D/3D Site Plans.
2. Estimates.
3. Insurance Certificates.
4. Manufactures Warranties.

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

Contractor Initial \_\_\_\_\_

Page 2 of 10

Owner Initial \_\_\_\_\_

1-800-573-7529 | www.proplaygrounds.com



**ARTICLE 2 – PROSECUTION OF THE WORK**

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.
- 2.3 The Work is tentatively scheduled to be completed by Friday, April 5, 2018. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 8-14 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
- ☒ Contractor shall be responsible for acquiring necessary permits for this project.
  - ☐ Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
  - ☐ Owner shall be responsible for the costs of all permits and related drawings and requirements.
  - ☐ Contractor shall be responsible for the costs of all permits and related drawings and requirements.

**ARTICLE 3 – WORKMANSHIP**

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.
- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others";

Contractor Initial \_\_\_\_\_

Page 3 of 10

Owner Initial \_\_\_\_\_

Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others, and may hold Others liable for its own costs or lost shall the be incurred.

- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

#### **ARTICLE 4 – PREMISES**

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work.
- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

#### **ARTICLE 5 – INSURANCE AND BONDING**

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

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

Contractor Initial \_\_\_\_\_

Page 4 of 10

Owner Initial \_\_\_\_\_



2. ☒ Worker's Compensation & Employers Liability with the following limits:
- a) Each Accident - \$1,000,000
  - b) Disease - \$100,000/employee; \$500,000/policy limit
- ☐ State of Florida Workers Compensation Exemption
3. ☒ Commercial Automobile Insurance with the following limits:
- a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
  - b) Property Damage - \$1,000,000/accident
  - c) Personal Injury Protection (PIP) - \$10,000/person
- 5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

#### **ARTICLE 6 – CHANGES IN THE WORK**

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

Contractor Initial \_\_\_\_\_

Page 5 of 10

Owner Initial \_\_\_\_\_



and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

#### **ARTICLE 7 – DEPOSITS**

- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.
- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.
- 7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.
- ☒ Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☐ Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☐ Owner shall provide Contractor with a deposit in the amount of \$ \_\_\_\_\_ of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

#### **ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE**

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make

Contractor Initial \_\_\_\_\_

Page 6 of 10

Owner Initial \_\_\_\_\_

arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.

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

#### **ARTICLE 9 - PAYMENT**

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIAG702-1992, Application and Certificate for Payment, and AIAG703-1992 Continuation Sheet, which lists contract sums, Work completed and schedule of values or via other traditional invoicing methods.
- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month, beginning 30 days after first late payment or nonpayment. Contractor reserves the right to lien on any and all real property where materials or labor are furnished in the event of nonpayment or underpayment.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.

Contractor Initial \_\_\_\_\_

Page 7 of 10

Owner Initial \_\_\_\_\_



- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.

#### **ARTICLE 10 – RELEASE OF LIENS**

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

#### **ARTICLE 11 – WARRANTIES**

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



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

#### ARTICLE 12 – DISPUTE RESOLUTION

- 12.1 All disputes between Contractor and Owner arising out of or relating to this Agreement and/or the Contract Documents; or perceived breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Leon County, FL and shall be governed by the laws of the State of Florida. The award and/or decision by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 12.2 Both Contractor and Owner agree that the non-prevailing party in an arbitration proceeding shall be required to pay any reasonable and necessary fees associated with the arbitration process of the prevailing party. If there is no prevailing party as a result of a decision from an arbitration proceeding, then both Owner and Contractor will be responsible for their own expenses incurred as a result of the arbitration process.

#### ARTICLE 13 – SEVERABILITY

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

#### ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS

- 11.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- 11.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:
1. 100% of the project was paid in full on December 28, 2018.
  2. \_\_\_\_\_
  3. \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this the 3rd day of January, 2019.

<b>CONTRACTOR:</b>	Legacy Construction Services Group Inc.	<b>OWNER:</b>	Holly Hill Road East CDD
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Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

<hr/>		<hr/>	
<i>(Signature of Contractor)</i>		<i>(Signature of Owner)</i>	
<b>Name/Title:</b>	Paul Adrianse, President	<b>Name/Title:</b>	Rennie Heath, Chairperson
<b>Address of Contractor:</b> Legacy Construction Services Group Inc. 1563 Capital Circle SE, #144 Tallahassee, FL 32301		<b>Address of Owner:</b> <u>12051 Corporate Blvd</u> <u>Orlando FL 32817</u>	

Contractor Initial \_\_\_\_\_

Page 10 of 10

Owner Initial \_\_\_\_\_



**Holly Hill Road East  
Community Development District**

**Payment Authorization No. 55 – 56**

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 055**

12/21/2018

Item No.	Vendor	Invoice Number	General Fund
1	<b>Duke Energy</b> Acct: 66949 31127 ; Service 11/19/2018 - 12/20/2018	--	\$ 33.96
2	<b>Fishkind &amp; Associates</b> DM Fee & Reimbursables: December 2018	23886	\$ 2,038.74

**TOTAL      \$ 2,072.70**

  
\_\_\_\_\_  
Board Member

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

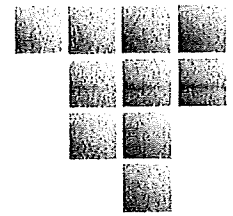
**RECEIVED DEC 24 2018**





Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817

**FISHKIND**  
& ASSOCIATES



RECEIVED DEC 14 2018

Holly Hill Road East CDD  
c/o Fishkind & Associates, Inc.  
12051 Corporate Blvd  
Orlando, FL 32817

## Invoice

Invoice #: 23886

12/12/2018

File: HollyHillRoadEastCDD

Holly Hill Road East

Services:	Amount
District Management Fee: Dec 2018	1,666.67
Website Fee	125.00
Postage	3.76
Copies	171.60
Car Rental Dexter G 11-27-18	18.84
Gas	8.50
Conference Calls	5.06
UPS	12.83
Car Rental Dexter G 12-05-18	18.18
Gas	8.30

**Please include the invoice  
number on your remittance  
and submit to:**

**Fishkind & Associates, Inc.**  
**12051 Corporate Blvd.**  
**Orlando, FL 32817**  
Ph: 407-382-3256  
Fax: 407-382-3254  
[www.fishkind.com](http://www.fishkind.com)

Balance Due

\$2,038.74

## Account Summary Report

Date Range: Nov 1, 2018 to Nov 30, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

Location	Meter Name	Serial Number	PbP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

### Account Summary

Account	Sub Account	Pieces	Total Charged
Holly Hill Road East CDD		8	\$3.760
Grand Total			\$3.760

Copy Count

Account: Holly Hill  
Amount of Copies: 1144  
Total \$: 171.60

Month: November

Reimbursable by Dist? Y <http://northboulevardcdd.com/>

FISHKIND & ASSOCIATES, INC.  
Expense Report

Account Code: Holly Hill Road East

Employee Name: Dexter Glasgow

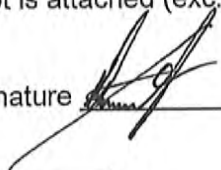
Travel to: Davenport Citrus Isles

Purpose of trip/meeting: site visit

	Date	Vendor/Notes	Company Cr.Card	Personal Exp.
Airfare		Attach itinerary and/or boarding pass.	-----	
Hotel				
Meals				
Meals				
Meals				
Car rental	11/27/18	Enterprise	\$18.84	
Parking				
Tolls				
Mileage		miles @ \$0.545 per mile	-----	
Mileage		miles @ \$0.545 per mile	-----	
Fuel	11/27/18	Wawa	\$8.50	
Other				
Other				
TOTALS			\$27.34	

Attach receipt for all credit card charges.

Personal expenses will be reimbursed only if receipt is attached (exc. mileage).

Employee signature 

For accounting use only:			
<input type="checkbox"/> Recorded in client file.			Batch
	Airfare		
	Auto-related		
	Lodging		
	Meals		

Wawa #5145  
11750 University Blv  
Orlando FL 32817  
\*\*\*\*\*  
11/27/2018 2:40:50 PM

Term: JD12149628001  
Appr: 027393  
Seq#: 052886  
Product: Unleaded  
Pump Gallons Price  
02 11.813 \$2.159  
Total Sale \$25.50  
Capture

Visa  
XXXXXXXXXXXX6818

Swiped

11/27/2018 14:38:44

I agree to pay the  
above Total Amount  
according to Card  
Issuer Agreement.

\*\*\*\*\*

YOUR OPINION MATTERS

Tell us about your

ENTERPRISE LEASING COMPANY OF ORLANDO, 1441 ALAFAYA TRAIL, OVIEDO, FL 327659171 (407) 971-4933

RENTAL AGREEMENT REF#  
998969 45KLT2

**SUMMARY OF CHARGES**

RENTER  
GLASGOW, DEXTER

DATE & TIME OUT  
11/27/2018 09:09 AM  
DATE & TIME IN  
11/27/2018 03:08 PM

BILLING CYCLE  
24-HOUR

CAR CLASS CHARGED  
FCAR

VEH #1 2018 FORD EDGE 6TN2  
VIN# 2FMPK3K88JBC32970  
LIC# CHXR70  
MILES DRIVEN 137  
CAR CLASS: SRAR

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	11/27 - 11/27	1	DAY	\$50.00	\$50.00
REFUELING CHARGE	11/27 - 11/27				\$0.00
<b>Subtotal:</b>					<b>\$50.00</b>

**Taxes & Surcharges**

FL WASTE TIRE & BATTERY FEE	11/27 - 11/27	1	DAY	\$0.02	\$0.02
SALES TAX	11/27 - 11/27			7%	\$3.70
SC REC - FL SURCHG RECOV	11/27 - 11/27	1	DAY	\$2.00	\$2.00
VEHICLE LICENSE FEE RECOVERY	11/27 - 11/27	1	DAY	\$0.80	\$0.80
<b>Total Charges:</b>					<b>\$56.52</b>

**Bill-To / Deposits**

DEPOSITS	(\$56.52)
----------	-----------

**Total Estimated Amount Due \$0.00**

**PAYMENT INFORMATION**

AMOUNT PAID TYPE  
\$56.52 Visa

CREDIT CARD NUMBER  
xxxxxxxxxxxx6818



# invoice

PAGE 10

INVOICE NUMBER 26853486  
INVOICE DATE 11/26/2018  
ACCOUNT NO. 85735742  
DUE DATE 12/26/2018  
TAX ID 58-2421656  
AMOUNT DUE USD\$552.79

MODERATOR 84618295 - Jane Gaarlandt (continued)

LOCATION

BILLING REF# 1  
BILLING REF# 4

BILLING REF# 2

BILLING REF# 3

ONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
24777511	Balkentrac	11/13/2018	4073752698	6:26PM - 9:01PM	GLOBALMEET® AUDIO	TOLL FREE	1	155	0.00/MIN	0.00	0.00	0.00
		11/13/2018	8136248808	6:44PM - 8:36PM	GLOBALMEET® AUDIO	TOLL FREE	1	112	0.00/MIN	0.00	0.00	0.00
24777511	SWI	11/16/2018	13862814204	9:54AM - 10:05AM	GLOBALMEET® AUDIO	TOLL FREE	1	11	0.00/MIN	0.00	0.00	0.00
24777511	PRP	11/16/2018	14073752698	10:57AM - 11:04AM	GLOBALMEET® AUDIO	TOLL FREE	1	7	0.00/MIN	0.00	0.00	0.00
24777511	Holly Hill	11/21/2018	18636620018	10:02AM - 10:07AM	GLOBALMEET® AUDIO	TOLL FREE	1	5	0.00/MIN	0.00	0.00	0.00
TOTAL STATE TAX / OTHER 0.00												

MODERATOR 84618295 - Jane Gaarlandt

LOCATION

BILLING REF# 1  
BILLING REF# 4

BILLING REF# 2

BILLING REF# 3

ONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
24777511		11/01/2018	18504252315	9:54AM - 10:58AM	GLOBALMEET® AUDIO	TOLL FREE	1	64	0.00/MIN	0.00	0.00	
		11/01/2018	8136217841	9:56AM - 10:59AM	GLOBALMEET® AUDIO	TOLL FREE	1	63	0.00/MIN	0.00	0.00	
		11/01/2018	8132541763	9:59AM - 10:45AM	GLOBALMEET® AUDIO	TOLL FREE	1	46	0.00/MIN	0.00	0.00	
		11/01/2018	8132049075	9:59AM - 10:59AM	GLOBALMEET® AUDIO	TOLL FREE	1	60	0.00/MIN	0.00	0.00	
		11/01/2018	17703789695	10:42AM - 10:58AM	GLOBALMEET® AUDIO	TOLL FREE	1	16	0.00/MIN	0.00	0.00	0.00
24777511		11/01/2018	8136217841	10:57AM - 11:02AM	GLOBALMEET® AUDIO	TOLL FREE	1	5	0.00/MIN	0.00	0.00	0.00
24777511		11/01/2018	8136217841	11:01AM - 12:05PM	GLOBALMEET® AUDIO	TOLL FREE	1	64	0.00/MIN	0.00	0.00	0.00
		11/01/2018	8135745717	11:26AM - 12:05PM	GLOBALMEET® AUDIO	TOLL FREE	1	39	0.00/MIN	0.00	0.00	0.00
24777511		11/07/2018	18633243698	10:58AM - 11:22AM	GLOBALMEET® AUDIO	TOLL FREE	1	24	0.00/MIN	0.00	0.00	0.00
		11/07/2018	18636620018	11:05AM - 11:22AM	GLOBALMEET® AUDIO	TOLL FREE	1	17	0.00/MIN	0.00	0.00	0.00
24777511		11/08/2018	18504252311	10:54AM - 11:10AM	GLOBALMEET® AUDIO	TOLL FREE	1	16	0.00/MIN	0.00	0.00	0.00
		11/08/2018	18636197103	10:58AM - 11:10AM	GLOBALMEET® AUDIO	TOLL FREE	1	12	0.00/MIN	0.00	0.00	0.00

46X.11 5.06

\$552.79



UPS No: 1Z1Y9R280397792659  
Pickup Date 11/14/2018  
Service Level Residential Ground  
Weight 1 lb  
Zone 002  
Payer Shipper

Shipper  
FISHKIND & ASSOCIATES  
12051 CORPORATE BLVD  
ORLANDO  
FL 32817  
AMANDA LANE

Receiver  
HEATH CONSTRUCTION AND  
MGMT LLC  
2415 CYPRESS GARDENS BLVD  
WINTER HAVEN  
FL 33884  
WARREN K. HEATH

Freight	9.94	7.95
Residential Surcharge	3.95	3.95
Fuel Surcharge	1.16	0.93
Total	15.05	12.83
Sub Total	15.05	12.83

Bill Reference: Holly Hill

Holly Hill

1 count

Reimbursable by Dist? Y

FISHKIND & ASSOCIATES, INC.  
Expense Report

Account Code: Holly Hill CDD

Employee Name: Dexter Glasgow

Travel to: Haines City

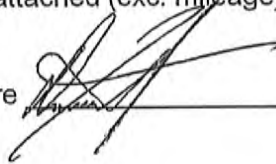
Purpose of trip/meeting: On site/ Met with the sales team.

	Date	Vendor/Notes	Company Cr.Card	Personal Exp.
Airfare		Attach itinerary and/or boarding pass.	-----	
Hotel				
Meals				
Meals				
Meals				
Car rental	12/5/18	Enterprise	\$18.18	
Parking				
Tolls				
Mileage		miles @ \$0.545 per mile	-----	
Mileage		miles @ \$0.545 per mile	-----	
Fuel	12/5/18	Wawa	\$8.3	
Other				
Other				
TOTALS			\$27.13	

Attach receipt for all credit card charges.

Personal expenses will be reimbursed only if receipt is attached (exc. mileage).

Employee signature



For accounting use only:			
<input type="checkbox"/> Recorded in client file.			Batch
	Airfare		
	Auto-related		
	Lodging		
	Meals		

ENTERPRISE LEASING COMPANY OF ORLANDO, 1441 ALAFAYA TRAIL, OVIEDO, FL 327659171 (407) 971-4933

RENTAL AGREEMENT REF#  
999140 47JG78

**SUMMARY OF CHARGES**

RENTER  
GLASGOW, DEXTER

DATE & TIME OUT  
12/04/2018 07:41 AM  
DATE & TIME IN  
12/05/2018 01:35 PM

BILLING CYCLE  
24-HOUR

CAR CLASS CHARGED  
FCAR

VEH #1 2019 GMC ACAD 64N2  
VIN# 1GKKNMLS4KZ181413  
LIC# JKNC32  
MILES DRIVEN 139  
CAR CLASS: SRAR

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	12/04 - 12/05	2	DAY	\$50.00	\$100.00
REFUELING CHARGE	12/04 - 12/05				\$0.00
<b>Subtotal:</b>					<b>\$100.00</b>
<b>Taxes &amp; Surcharges</b>					
FL WASTE TIRE & BATTERY FEE	12/04 - 12/05	2	DAY	\$0.02	\$0.04
SALES TAX	12/04 - 12/05			7%	\$7.39
SC REC - FL SURCHG RECOV	12/04 - 12/05	2	DAY	\$2.00	\$4.00
VEHICLE LICENSE FEE RECOVERY	12/04 - 12/05	2	DAY	\$0.80	\$1.60
<b>Total Charges:</b>					<b>\$113.03</b>
<b>Bill-To / Deposits</b>					
DEPOSITS					(\$113.03)

**Total Estimated Amount Due** **\$0.00**

**PAYMENT INFORMATION**

AMOUNT PAID TYPE  
\$113.03 Visa

CREDIT CARD NUMBER  
xxxxxxxxxxxx6818

Wawa #5118  
3000 N. Alafaya  
Oviedo FL 32765  
\*\*\*\*\*  
12/4/2018 7:57:28 AM  
Term: JD12067146001  
Appr: 004388  
Seq#: 063164  
Product: Unleaded  
Pump Gallons Price  
14 12.927 \$2.089  
Total Sale \$27.00  
Capture

Visa  
XXXXXXXXXXXX6818  
Swiped

12/04/2018 07:55:12

I agree to pay the  
above Total Amount  
according to Card  
Issuer Agreement.

\*\*\*\*\*

YOUR OPINION MATTERS

Tell us about your  
experience at

\* MyWawaVisit.com \*

Take our survey for  
a chance to win

Wawa swag  
gift baskets and  
gift cards valued  
at up to \$500!

Disponible  
en Espanol

\*\*\*\*\*

Survey Code: 1458289

Store Number: 05118

\*\*\*\*\*

Please respond  
within 5 days

NO PURCHASE  
NECESSARY

See rules at website

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 056**

12/28/2018

Item No.	Vendor	Invoice Number	General Fund
1	Navitas Credit Corp. Playground Equipment Lease	--	\$ 295.00

**TOTAL      \$      295.00**

  
\_\_\_\_\_  
Board Member

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

**RECEIVED DEC 28 2018**



**NAVITAS CREDIT CORP.**  
A UNITED COMMUNITY BANK COMPANY

201 EXECUTIVE CENTER DR., SUITE 100  
COLUMBIA, SC 29210

*Return Service Requested*

Invoice Date: 12/24/2018

HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT  
12051 CORPORATE BLVD  
ORLANDO FL 32817-1450

## Remittance Section

Contract Number: 40428476  
Due Date: 12/21/2018  
Amount Due: \$295.00

Amount Enclosed:

\$

☐ Please check here if your address has changed.  
Provide new address on reverse side.

Use enclosed envelope and make check payable to:

NAVITAS CREDIT CORP.  
PO BOX 935204  
ATLANTA, GA 311935204



000404284762018122400000295008

*Keep lower portion for your records - Please return upper portion with your payment.*



**NAVITAS CREDIT CORP.**  
A UNITED COMMUNITY BANK COMPANY

DUE DATE	CONTRACT NO.	EQUIPMENT DESCRIPTION
12/21/2018	40428476	PLAY GROUND
CUSTOMER NAME		
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT		

PH: 888-978-6353

## Important Messages



INTRODUCING  
**NAVITASLENDING.COM**

**ONE SITE TO MEET YOUR  
BUSINESS FINANCING NEEDS**

DISCOVER LENDING MADE EASY at: <http://navitaslending.com>

CONTRACT NUMBER	DESCRIPTION	DUE DATE	PAYMENT AMOUNT	SALES/USE TAX	LATE CHARGE	INSURANCE CHARGES	OTHER CHARGES	TOTAL AMOUNT
40428476-1	Documentation Fee	12/21/2018					\$195.00	\$195.00
	Progress Payment Fee	12/21/2018					\$100.00	\$100.00
SUBTOTALS:							\$295.00	\$295.00

RECEIVED DEC 27 2018



**NAVITAS CREDIT CORP.**

A UNITED COMMUNITY BANK COMPANY



**Holly Hill Road East  
Community Development District**

**Monthly Financials**



**Holly Hill Road East CDD**  
Statement of Financial Position  
As of 12/31/2018

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$376,699.53				\$376,699.53
Deposits	720.00				720.00
Due From Other Funds		\$229,974.80			229,974.80
Debt Service Reserve A1 Bond		114,878.12			114,878.12
Debt Service Reserve A2 Bond		141,759.38			141,759.38
Revenue A1 Bond		10,959.99			10,959.99
Interest A2 Bond		65,621.88			65,621.88
Prepayment A1 Bond		3,309.11			3,309.11
Redemption Account A1 Bond		177.67			177.67
Acquisition/Construction A1 Bond			\$42,723.07		42,723.07
Acquisition/Construction A2 Bond			2,123,963.27		2,123,963.27
Cost of Issuance A2 Bond			100.00		100.00
Total Current Assets	<u>\$377,419.53</u>	<u>\$566,680.95</u>	<u>\$2,166,786.34</u>	<u>\$0.00</u>	<u>\$3,110,886.82</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$336,706.15	\$336,706.15
Amount To Be Provided				3,238,293.85	3,238,293.85
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,575,000.00</u>	<u>\$3,575,000.00</u>
<b>Total Assets</b>	<u><u>\$377,419.53</u></u>	<u><u>\$566,680.95</u></u>	<u><u>\$2,166,786.34</u></u>	<u><u>\$3,575,000.00</u></u>	<u><u>\$6,685,886.82</u></u>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$238,499.07				\$238,499.07
Accounts Payable			\$1,050,215.91		1,050,215.91
Retainage Payable			96,649.27		96,649.27
Total Current Liabilities	<u>\$238,499.07</u>	<u>\$0.00</u>	<u>\$1,146,865.18</u>	<u>\$0.00</u>	<u>\$1,385,364.25</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$3,575,000.00	\$3,575,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,575,000.00</u>	<u>\$3,575,000.00</u>
<b>Total Liabilities</b>	<u><u>\$238,499.07</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,146,865.18</u></u>	<u><u>\$3,575,000.00</u></u>	<u><u>\$4,960,364.25</u></u>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$28,907.63				\$28,907.63
Current Year Net Assets, Unrestricted	(27,209.11)				(27,209.11)
Net Assets - General Government	27,153.80				27,153.80
Current Year Net Assets - General Government	110,068.14				110,068.14
Net Assets, Unrestricted		\$227,501.62			227,501.62
Current Year Net Assets, Unrestricted		339,179.33			339,179.33
Net Assets, Unrestricted			\$359,611.69		359,611.69
Current Year Net Assets, Unrestricted			1,226,132.58		1,226,132.58
Net Assets - General Government			(396,988.85)		(396,988.85)
Current Year Net Assets - General Government			(168,834.26)		(168,834.26)
<b>Total Net Assets</b>	<u><u>\$138,920.46</u></u>	<u><u>\$566,680.95</u></u>	<u><u>\$1,019,921.16</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,725,522.57</u></u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$377,419.53</u></u>	<u><u>\$566,680.95</u></u>	<u><u>\$2,166,786.34</u></u>	<u><u>\$3,575,000.00</u></u>	<u><u>\$6,685,886.82</u></u>

# Holly Hill Road East CDD

## Statement of Activities

As of 12/31/2018

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt	Total
<b>Revenues</b>					
On-Roll Assessments	\$138,456.48				\$138,456.48
Off-Roll Assessments	8,469.95				8,469.95
Inter-Fund Transfers In	(27,209.11)				(27,209.11)
On-Roll Assessments		\$229,974.80			229,974.80
Debt Proceeds		207,381.26			207,381.26
Developer Contributions			\$7,698.52		7,698.52
Inter-Fund Transfers In			27,209.11		27,209.11
Debt Proceeds			2,522,618.74		2,522,618.74
Total Revenues	<u>\$119,717.32</u>	<u>\$437,356.06</u>	<u>\$2,557,526.37</u>	<u>\$0.00</u>	<u>\$3,114,599.75</u>
<b>Expenses</b>					
Supervisor Fees	\$3,000.00				\$3,000.00
D&O Insurance	2,250.00				2,250.00
Management	5,000.01				5,000.01
Engineering	687.50				687.50
Dissemination Agent	5,000.00				5,000.00
District Counsel	1,367.02				1,367.02
Bond Counsel	1,250.00				1,250.00
Assessment Administration	5,000.00				5,000.00
Travel and Per Diem	53.82				53.82
Telephone	27.28				27.28
Postage & Shipping	106.55				106.55
Copies	383.10				383.10
Legal Advertising	734.73				734.73
Property Taxes	64.08				64.08
Web Site Maintenance	375.00				375.00
Dues, Licenses, and Fees	175.00				175.00
Electric	82.69				82.69
Equipment Rental	295.00				295.00
General Insurance	2,750.00				2,750.00
Other Insurance	2,529.00				2,529.00
Irrigation	120.72				120.72
Landscaping Maintenance & Material	2,966.00				2,966.00
Streetlights	1,719.08				1,719.08
Swimming Pools	921.71				921.71
Principal Payments		\$15,000.00			15,000.00
Interest Payments		83,519.38			83,519.38
Trustee Services			\$4,750.00		4,750.00
Management			25,000.00		25,000.00
Engineering			1,425.50		1,425.50
District Counsel			54,125.20		54,125.20
Trustee Counsel			5,000.00		5,000.00
Bond Counsel			26,000.00		26,000.00
Developer Advance Repayment			168,834.26		168,834.26
Contingency			1,308,811.59		1,308,811.59
Total Expenses	<u>\$36,858.29</u>	<u>\$98,519.38</u>	<u>\$1,593,946.55</u>	<u>\$0.00</u>	<u>\$1,729,324.22</u>
<b>Other Revenues (Expenses) &amp; Gains (Losses)</b>					
Interest Income		\$342.65			\$342.65
Interest Income			\$73.28		73.28
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$342.65</u>	<u>\$73.28</u>	<u>\$0.00</u>	<u>\$415.93</u>
Change In Net Assets	\$82,859.03	\$339,179.33	\$963,653.10	\$0.00	\$1,385,691.46
Net Assets At Beginning Of Year	<u>\$56,061.43</u>	<u>\$227,501.62</u>	<u>(\$37,377.16)</u>	<u>\$0.00</u>	<u>\$246,185.89</u>
Net Assets At End Of Year	<u>\$138,920.46</u>	<u>\$566,680.95</u>	<u>\$926,275.94</u>	<u>\$0.00</u>	<u>\$1,631,877.35</u>

**Holly Hill Road East CDD**  
**Budget to Actual**  
**For the Month Ending 12/31/2018**

	Year To Date			FY 2019 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
On-Roll Assessments	\$ 138,456.48	\$ 34,578.00	\$ 103,878.48	\$ 138,312.00
Off-Roll Assessments	8,469.95	11,922.00	(3,452.05)	47,688.00
Inter-Governmental Revenue (North Blvd CDD)	-	6,250.00	(6,250.00)	25,000.00
<b>Net Revenues</b>	<b>\$ 146,926.43</b>	<b>\$ 52,750.00</b>	<b>\$ 94,176.43</b>	<b>\$ 211,000.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
D&O Insurance	2,250.00	700.00	1,550.00	2,800.00
Trustee Services	-	1,500.00	(1,500.00)	6,000.00
Management	5,000.01	5,000.00	0.01	20,000.00
Engineering	687.50	3,750.00	(3,062.50)	15,000.00
Dissemination Agent	5,000.00	1,250.00	3,750.00	5,000.00
District Counsel	1,367.02	6,250.00	(4,882.98)	25,000.00
Bond Counsel	1,250.00	-	1,250.00	-
Assessment Administration	5,000.00	-	5,000.00	-
Audit	-	1,500.00	(1,500.00)	6,000.00
Travel and Per Diem	53.82	125.00	(71.18)	500.00
Telephone	27.28	50.00	(22.72)	200.00
Postage & Shipping	106.55	75.00	31.55	300.00
Copies	383.10	125.00	258.10	500.00
Legal Advertising	734.73	2,000.00	(1,265.27)	8,000.00
Bank Fees	-	62.50	(62.50)	250.00
Miscellaneous	-	1,275.00	(1,275.00)	5,100.00
Property Taxes	64.08	-	64.08	-
Web Site Maintenance	375.00	725.00	(350.00)	2,900.00
Dues, Licenses, and Fees	175.00	62.50	112.50	250.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 25,474.09</b>	<b>\$ 25,950.00</b>	<b>\$ (475.91)</b>	<b>\$ 103,800.00</b>

**Holly Hill Road East CDD**  
**Budget to Actual**  
**For the Month Ending 12/31/2018**

	Year To Date			FY 2019 Adopted Budget
	Actual	Budget	Variance	
<b><u>Field Expenses</u></b>				
General Insurance	\$ 2,750.00	\$ 775.00	\$ 1,975.00	\$ 3,100.00
Irrigation	120.72	250.00	(129.28)	1,000.00
Landscaping Maintenance & Material	2,966.00	5,000.00	(2,034.00)	20,000.00
Flower & Plant Replacement	-	1,375.00	(1,375.00)	5,500.00
Fertilizer / Pesticides	-	625.00	(625.00)	2,500.00
Contingency	-	3,041.25	(3,041.25)	12,165.00
Streetlights	1,719.08	2,448.00	(728.92)	9,792.00
<b>Total Field Expenses</b>	<b>\$ 7,555.80</b>	<b>\$ 13,514.25</b>	<b>\$ (5,958.45)</b>	<b>\$ 54,057.00</b>
<b><u>Cabana &amp; Pool Expenses</u></b>				
Security	\$ -	\$ 1,750.00	\$ (1,750.00)	\$ 7,000.00
Maintenance Staff	-	2,187.50	(2,187.50)	8,750.00
Electric	82.69	2,770.75	(2,688.06)	11,083.00
Clubhouse Electric	-	291.75	(291.75)	1,167.00
Pool Electric	-	3,347.00	(3,347.00)	13,388.00
Equipment Rental	295.00	-	295.00	-
Cable Television	-	131.25	(131.25)	525.00
Property & Casualty	-	875.00	(875.00)	3,500.00
Other Insurance	2,529.00	-	2,529.00	-
Equipment Repair & Maintenance	-	510.50	(510.50)	2,042.00
Pest Control	-	145.75	(145.75)	583.00
Signage & Amenities Repair	-	109.50	(109.50)	438.00
Swimming Pools	921.71	1,166.75	(245.04)	4,667.00
<b>Total Cabana &amp; Pool Expenses</b>	<b>\$ 3,828.40</b>	<b>\$ 13,285.75</b>	<b>\$ (9,457.35)</b>	<b>\$ 53,143.00</b>
<b>Total Expenses</b>	<b>\$ 36,858.29</b>	<b>\$ 52,750.00</b>	<b>\$ (15,891.71)</b>	<b>\$ 211,000.00</b>
<b>Net Income (Loss)</b>	<b>\$ 110,068.14</b>	<b>\$ -</b>	<b>\$ 110,068.14</b>	<b>\$ -</b>