

MINUTES OF MEETING  
HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Holly Hill Road East Community Development District was held on Tuesday, March 14, 2023 at 10:02 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave, Lake Alfred, Florida and via Zoom.

Present and constituting a quorum were:

Adam Morgan	Chairman
Brent Kewley	Vice Chairman
Kayla Word	Assistant Secretary
Barry Bichard <i>joined late</i>	Assistant Secretary

Also, present were:

Tricia Adams	District Manager
Grace Kobitter	District Counsel
Molly Banfield <i>by Zoom</i>	District Engineer
Marshall Tindall	GMS Field Services

*The following is a summary of the discussions and actions taken at the March 14, 2023 Holly Hill Road East Community Development District's Regular Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Adams stated that this was an opportunity for any members of the public to make a statement to the Board of Supervisors. Ms. Shannon DeGraaf (760 CITRUS ISLE DRIVE) noted concern for security in the pool area at Holly Hill. She explained that they noticed that they approved the service in October and a budget had been accounted for which started in October, but they had not seen the security service as community members that were using and paying for

the pool. Mr. Morgan asked if they had seen any security issues. Ms. DeGraaf responded yes, they had. She explained that during the peak times teenagers and families have lots of parties, furniture was being misused and into the pool, lots of trash, missing chairs, non-residents coming in, fence jumping, etc. Ms. Adams stated that she received an email from Ms. DeGraaf yesterday and she reached out to their security service provider for additional documentation. She explained that she got certain reports related to mobile patrol services including daily photographs taken when they were patrolling the amenities. She also noted that they had scheduled additional security services for the week of Spring Break as it related to the mobile patrol services. She stated that they could see some improvement with future pool security reports. That was an issue that Ms. Adams addressed with their security service provider at their last meeting, which was the end of February, and they have another follow up meeting scheduled at the end of March to implement better reporting on pool security. She noted that in the meantime, she was verifying security staffing. Mr. Morgan stated that if he recalled right, the company came highly recommended. Ms. Adams responded that there was a competitive bid process in the area. Security services have been suffering from short staffing and difficulty with hiring. She further explained that this was the one vendor who was able to provide a hybrid service with both onsite staffing and mobile security. In addition to those security services, they also have capabilities for access control system and security cameras. She stated that she let Ms. DeGraaf know that although Florida had very broad public records laws and they as a Florida government meet in the Sunshine, there were some exceptions to what was discussed in the public as it related to security programs. They typically don't go into a lot of specificity on the record about hours, camera locations, and other things that may compromise the security program, but she emailed Ms. DeGraaf to let her know that she would follow up. She also noted that they understood that security services were a priority, especially for unattended amenities. Mr. Morgan stated that if he recalled right, in the contract, they did have onsite during peak times. Ms. Adams responded that was correct, they do have a hybrid program and they also budgeted for additional security services for other peak times. Mr. Kewley asked if they could request that they call in next time they have this meeting because it would add a level of heightened awareness that it was a concern of theirs. Ms. Adams responded that they certainly could, and David MacQuarrie was the site Supervisor. Ms. DeGraaf stated that during these peak times, they weren't anticipating the mobile person for the security service, but

they thought that someone would be present on the facility during peak times, and she hoped that was something that they would look into.

Mr. Joel DeGraaf (760 CITRUS ISLE DRIVE) noted that his concern was about the Swim Kids USA Program and the commercial business using a residential private pool. He noted that when it was presented to them last year, it said Swim Kids was supposed to be used during non-peak hours and it was used almost every single day from 9:00 a.m. to 1:30 p.m. He noted that they used over 30% of the pool and they used 50% of the seating around the pool, which was most of the time the entire pavilion and the entire covered area. He explained that this year their pool was going to be extra busy because of all the new construction. He noted an issue with the kids screaming and crying, which was very annoying when they were trying to relax at the pool. He noted that the kids do not use the bathroom, which means that they were using the pool. He stated that if they planned to keep the program in this year, which was up to the Board, the owner of Swim Kids does not tell the non-residents to leave the pool. He suggested that the Board come up with a plan where they could put certain color bands on non-residents so when they have completed their swim lesson, they know to leave the pool area. Mr. DeGraaf asked the Board if they had already signed a contract with them this year. Ms. Adams responded that the contract that was presented last year was a two-season contract, so the agreement was scheduled to expire at the end of the swim season, which would be the fall of 2023. Mr. Morgan stated that it sounded like they possibly needed to have a discussion with the management group of Swim Kids USA. Ms. Adams agreed and stated that the owner was very earnest about trying to make this as good of an experience as possible for participants, families that were participating as well as for families that were not participating. Mr. Morgan stated that it sounded like they may be taking advantage of the situation. Ms. Adams stated that she was hearing this report now and it was certainly something that they would bring to the owner's attention. Mr. Morgan stated that they would look into it.

### **THIRD ORDER OF BUSINESS**

#### **Approval of Minutes of the February 14, 2023 Board of Supervisors Meeting**

Ms. Adams presented the minutes of the February 14, 2023 Board of Supervisors meeting. She stated that these minutes had been reviewed by District management as well as by District counsel. She asked for any comments or corrections from the Board members. Mr. Morgan noted that they all look good, but asked if the signs were ordered. Mr. Tindall responded that they were ordered and should be in the middle of next week. Mr. Morgan noted that he remembered signing

the temporary access agreement for Jose Munoz and he asked if that went through. Ms. Adams stated that they have had some challenges. She further explained that it required three parties to sign. She added that the owner of the property was putting pressure on his pool contractor to sign, and they were waiting for the pool contractor to sign that agreement. Mr. Morgan asked for clarification that the pool contractor was the one giving them a hard time. Ms. Adams responded yes, and the property owner had the leverage in that situation because they were the ones funding the project. She did speak about payments to the contractor and getting the agreement before any further payments were made. She added that the property owner was very communicative about this issue.

On MOTION by Mr. Morgan seconded by Ms. Word, with all in favor, the Minutes of the February 14, 2023 Board of Supervisors Meeting, were approved, as presented.

*\*Barry Bichard joined the meeting at this time.*

#### **FOURTH ORDER OF BUSINESS**

#### **Review of Amended Amenity Policies**

Ms. Adams presented the amended amenity policies to the Board stating that they were on page 12 of the agenda package for review. She stated that during last month's discussion about installation of signage at the playground, it was noted that the current amenity policies did not include playground policies. She explained that the Board had the ability to amend the facility policies at any duly noticed public meeting such as the one that they attended today. She noted that on page 23 of the agenda package, it now included playground policies. She added that this had been prepared and provided by District counsel. She noted two minor recommended changes. At last month's meeting, the Board approved the signage with children aged 13 years and older did not need to be attended by an adult 18 years or older. She further explained that they just wanted to review the language where it noted age 12 years, and make sure that it was clear. She further clarified that 12 years and under needed to be attended by an adult. Mr. Morgan stated that they put that on the signs. Ms. Adams stated that they just needed a motion to approve the amended facility policies.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, the Amended Amenity Policies, was approved.

Ms. Adams stated that they would finalize the policy document and that it did get posted on the website. She added that when they amend the amenity policies, it was also an opportunity to send an electronic mail message to residents and remind them that they do have policies and distribute that via electronic mail. Mr. Morgan asked when looking at the amenity fee schedule, how that enforced who collected those fees. Ms. Adams responded that from time-to-time they would have residents who were interested in hosting a private birthday party for their child. She noted the two pavilions at Holly Hill Road East that were appurtenant to the pool facilities, which were the facilities that were designated for private rental events. There was a question that came up earlier about pool attendance. She clarified that a patron of the District, a property owner, or a renter had the ability to bring up to four guests to the pool, but if there was a property owner that has more than four people in their household, they can all attend the pool at the same time and would not be considered guests. Mr. Morgan asked if the CDD handled that. Ms. Adams responded yes, they had an amenity access team, and most residents had that email from applying for their amenity access card and a lot of times it was that group that would get the email, and they loop in District management staff. She noted that if they do have a rental, they also loop in field operations and security in case there was any additional review needed. Mr. Morgan asked if people had the ability to rent. Ms. Adams responded yes and clarified that the rental was not available for the pool deck itself but was for the appurtenant covered pavilion.

#### **FIFTH ORDER OF BUSINESS**

#### **Staff Reports**

##### **A. Attorney**

Ms. Kobitter had nothing to report for the Board.

##### **B. Engineer**

Ms. Banfield had nothing to report for the Board.

*\*Ms. Banfield left the meeting.*

**C. Field Manager's Report**

Mr. Tindall presented the field management report starting with the completed items. He noted that the facilities had been well maintained by the vendors. They do have some wear and tear on the existing beds, which was normal. He stated that everything looked neat and clean. They have been trimming the trees this past month and catching up on some palm trimming and the crepe myrtles received their annual pruning. Mr. Morgan stated that it looked like their handicap chair was holding up. Mr. Tindall responded that it was holding up, the water powered one had done well. He added that it was maintenance free for the most part. He stated that they were currently in the middle of doing a little bit of clean up. He noted that there were some concerns about the fences on Citrus Pointe, so they were working on pressure washing the fences and getting those cleaned up. He noted that the landscaping vendor had switched managers, which was why he was missing a few proposals, but he would bring those to the next meeting for some of the other communities. Mr. Tindall stated that they had talked about the erosion repair at Citrus Landing, which was being done as of today. He further explained that it was at the entrance where the water was washing into the pond, and it was eroded around the trees and under the sidewalk.

Mr. Kewley asked if they had scheduled their sodding for the section that Mr. Bonin talked about last time. Ms. Adams stated that those were some improvements that Lennar was facilitating as part of the conveyance. She further explained that they did not need to bring anything to the Board for approval because it was being funded by the development group. She also noted that all the bids had been submitted. Mr. Morgan stated that because of the Sunshine Laws, it was just Mr. Tindall and Mr. Bonin talking. He further explained that Mr. Bonin was handling it and he had no idea what the status was. Ms. Adams stated that the proposals had been presented, they had been approved, and everything was in process. She added that Mr. Bonin looped in another colleague, Lennar, who was not serving on the Board.

**i. Consideration of Proposal for Pool Furniture**

Ms. Adams stated that this was a very large pool with a very large capacity, and they know that they were under inventory compared to the ideal furniture situation. She explained that the reason that they were presenting this today was to potentially get some furniture out before peak pool season. She stated that they were weeks out or even months out for the furniture, if the Board approves it being delivered. She noted that this would not provide what was ideal to the property, but this would be an improvement over what was there. She stated that they planned to address

this during the budgeting for Fiscal Year 2024. She also stated that this District had amenity reciprocity with North Boulevard. She further explained that North Boulevard contributed to the amenity expenses, but because they did not spend all the amenity expenditures that was transmitted last year from North Boulevard, they set up a designated reserve for amenity enhancements, which has \$2,964. The proposal was for \$7,389, so they recommended taking \$4,425 out of their general fund in their amenity expenses repair and maintenance. She stated that if they get to the end of the fiscal year and they haven't spent anything additional in amenity repair and maintenance, they could utilize that funding. They don't want to use too much of that funding moving into severe weather season and not knowing what repairs and maintenance might be needed. Mr. Morgan asked if it took 2 to 3 months to get pool furniture. Mr. Tindall responded that it took 6 to 8 weeks. Mr. Morgan asked if this was high-end stuff. Mr. Tindall responded that it was not the cheap plastic but was an inch and a quarter diameter pipe commercial grade. Mr. Morgan asked if the residents were allowed to bring their own chairs to the pool deck, if they were running low on the pool furniture. Ms. Adams responded that there was no restriction on bringing furniture and if people bring their own furniture, that has been allowed in the past. Mr. Morgan asked if Ms. Adams was comfortable with the \$7,389. Ms. Adams responded that she was, and they would use the \$2,900 in restricted and \$4,425 out of their general fund and they would still have funds for a rainy day.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, the Proposal for Pool Furniture, was approved.

**ii. Consideration of Landscape Refresh Proposal from Prince & Sons**

Mr. Tindall reviewed the proposal from Prince & Sons for landscape refresh. For the general areas, the standard wall, and entrance mulch refresh at Citrus Pointe it would be \$1,560. He explained that the pricing went up a little bit with materials and labor, but it was well within reason. Additionally, the entrance signs beds themselves need TLC. He explained that they tried to do it last year, but the storms came through, so this is a reevaluation of that. He stated that the total for general at Citrus Pointe would be \$2,368 and they have plenty existing in their landscape replacement budget right now for that.

Mr. Tindall stated that at the amenity they had general mulch for \$2,340, which would cover the amenity area, the playground, and the dog park. He noted that the enhancements for the pool was lagging. After review, they looked at some of the plantings there and would like to switch

out the blue daze and the flax lilies with something that they think would hold up a little better and add a little bit more color, which would be the red fountain grass and the liriopse. Mr. Morgan commented that the red fountain grass was good looking grass. Mr. Tindall stated that they were trying to find something that withstands the conditions there, which was the sandy soil and the traffic. He noted that they would also take the flax lilies and the blue daze out of the entrance by the pool doors and replace it with loropetalum and liriopse. He stated that cost was \$9,820, which brings the total for the general at Citrus Pointe to \$2,368. Ms. Adams stated that there was \$22,000 in the adopted budget for field expenses landscape enhancement, and they have not spent any of that funding this fiscal year, so this was well within their budgeted amount. Mr. Morgan stated that from looking at the photos, it looked like it needed it. Mr. Tindall stated that for the amenity, \$12,160 was their total for those two items. Ms. Adams stated that the amenity landscape enhancement was funded separately from their field landscape enhancements, so they did have \$7,500 budgeted for this current fiscal year for the amenity landscape enhancement. She also stated that they had some general fund in that same line item that they could tap into. Mr. Morgan asked if they would be able to cover the \$12,160 with no problem. Ms. Adams responded yes and that there was \$7,500 in amenity landscape enhancement and then they also had contingency of \$7,500, of which they had spent zero. They also have amenity general repairs and maintenance. Ms. Adams suggested taking it out of amenity landscape replacement and contingency. Mr. Morgan asked if this would get them through the next year. Mr. Tindall responded yes. Ms. Adams stated that they had the proposals from Prince & Sons, which was who provided all the landscape enhancements mulch for the general field as well as the amenity enhancements. She gave the Board the option to take these proposals as a slate for consideration unless the Board wanted to take different action on different proposals. Mr. Morgan made a motion to do it as a slate.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, the Amenity Enhancements from Prince & Sons for Landscape Improvements as Presented, was approved.
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#### **D. District Manager's Report**

Ms. Adams stated that she would make pool security a priority and would follow up and provide further information to Board members at next month's meeting. She briefly updated Mr. Bichard on the public comments that were made during the public comment period, which was



about the pool security, the priority, and ensuring that the District was receiving all of the services that were contracted. She stated that the other item that she wanted to bring to the Board’s attention was that they did need to bring back for Board consideration the renewal of the Landscape Service Agreement. She further explained that they currently had a Landscape Service Agreement with Prince & Sons, and that agreement had an expiration date that has passed, so they needed to bring that back to the Board for consideration. She explained that because it would involve some legal work to prepare the agreement addendum, she just wanted to get direction from the Board. She added that staff was satisfied with the work from Prince & Sons, and they were asking them to hold their price. She stated that what they would like to do was to ask Prince & Sons to hold their price through the end of Fiscal Year 2024 because they were actively working on the budget season. She explained that rather than renew for a 12-month period, they were going to try to get that extended out, if it suited the Board. The Board agreed. Ms. Adams stated that they would bring back the agreement renewal for Board consideration.

**i. Approval of Check Register**

Ms. Adams presented the check register from January 1, 2023 through January 31, 2023 totaling \$792,904.36.

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, the Check Register for \$792,904.36, was approved.

**ii. Balance Sheet & Income Statement**

Ms. Adams reviewed the balance sheet & income statement. No action was required for this item.

**SIXTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

Ms. Adams stated that this was an opportunity for any members of the public to make a statement to the Board. Mr. Joel DeGraaf (760 CITRUS ISLE DRIVE) noted that the path that

connected Citrus Isle to Citrus Pointe, the fence that divided their community from the path, was washed out horribly. Mr. Tindall stated that they didn't own the fence that the washout was occurring on. He further explained that there was one small section by the pond at Citrus Isle and they were hoping to fill that today. He discussed with the vendor about possibly using it to fill that area as well. He noted again that they did not own the fence and all they could do was fill it, patch it, and possibly work with them to see if they could get them to allow them to put in a drain to drain into that pond or they must reinforce it and build it up. Ms. Adams stated that it was being monitored.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Morgan, seconded by Mr. Bichard, with all in favor, the meeting was adjourned.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman