# HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

June 23, 2025

**BOARD OF SUPERVISORS** 

REGULAR MEETING
AGENDA

# **COMMUNITY DEVELOPMENT DISTRICT**

# AGENDA LETTER

# Hills of Minneola Community Development District OFFICE OF THE DISTRICT MANAGER

# 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

Phone: (561) 571-0010 Toll-free: (877) 276-0889 Fax: (561) 571-0013

## **ATTENDEES:**

June 16, 2025

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors Hills of Minneola Community Development District

**NOTE: Meeting Time** 

#### **Dear Board Members:**

The Board of Supervisors of the Hills of Minneola Community Development District will hold a Regular Meeting on June 23, 2025 at 5:00 p.m., at the City of Minneola City, Council Chambers, 800 N US Hwy 27, Minneola, Florida 34715. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Update: Towing Contract
- 4. Consideration of Jammin Playgrounds Inc Quotes for Mulch
  - A. QU-4447 [The Hills Playground \$45,631.40]
  - B. QU-4448 [Gold St Playground \$26,928.60]
  - C. QU-4449 [The Hills Playground \$63,359.90]
  - D. QU-4450 [Gold St Playground \$37,068.10]
  - E. QU-4456 [The Hills Playground \$103,018.00]
  - F. QU-4457 [[Gold St Playground \$59,473.00]
- 5. Consideration of Jammin Playgrounds Inc Quotes for Turf
  - A. QU-4469 [The Hills Playground \$75,770.00]
  - B. QU-4470 [Gold St Playground \$45,655.00]
- 6. Ratification Items
  - A. Yellowstone Landscape Proposal #553200 [Pine Bark Install Phase 1 and 2, 2394 Gold Dust Drive, \$52,275.38]
  - B. Allstar Fence Florida
    - I. Playground Fence Installation Services Agreement
    - II. First Amendment to Playground Installation Services Agreement

- 7. Acceptance of Unaudited Financial Statements as of May 31, 2025
- 8. Approval of April 28, 2025 Regular Meeting Minutes
- 9. Staff Reports
  - A. District Counsel: Straley Robin Vericker
  - B. District Engineer: Poulos & Bennett, LLC
  - C. Field Operations: Mark Hills
  - D. District Manager: Wrathell, Hunt and Associates, LLC
    - 2,154 Registered Voters in District as of April 15, 2025
    - UPCOMING MEETINGS
      - > July 28, 2025 at 1:00 PM
      - August 25, 2025 at 1:00 PM [Adoption of FY2026 Budget]
      - QUORUM CHECK

SEAT 1	MATTHEW WHITE	IN PERSON	PHONE	☐ <b>N</b> o
SEAT 2	Daniel Edwards	IN PERSON	PHONE	☐ No
SEAT 3	Trina Dziewior	IN PERSON	PHONE	☐ <b>N</b> o
SEAT 4	RICHARD JERMAN	IN PERSON	PHONE	□No
SEAT 5	Max Perlman	IN PERSON	PHONE	☐ No

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 528 064 2804

- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930.

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

Sincerely,

Daniel Rom District Manager

**COMMUNITY DEVELOPMENT DISTRICT** 

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### **Daniel Rom**

Subject:

RE: Towing in Minneola

From: Amanda Owens <amanda@myhoasolution.com>

**Sent:** Wednesday, May 07, 2025 11:41 AM **To:** Daniel Rom <romd@whhassociates.com>

**Subject:** Towing in Minneola

HI Daniel!

I reached out to the tow company regarding #10 on the contract, here is the response:

As we would be held liable under our agreement to errors that we make, Property Damage etc. we feel there is no need to alter the contract. State Statute does not preclude us from due process after a vehicle has been placed in out possession for impound and state stature hold us, the towing company responsible.

If you have any questions, please do not hesitate to contact us.

## Sincerely,

#### On behalf of Minneola Hills Hoa Inc

## Amanda Owens

📞 (407) 847-2280

Amanda@myhoasolution.com

811 Mabbette St, Kissimmee, FL 34741

www.myhoasolution.com

# **Towing Authorization Agreement**

This Towing Authorization Agreement (this "Agreement") is entered as of April 28, 2025 between the Hills of Minneola Community Development District, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the "District") and The Car Store of West Orange, Inc. a Florida corporation ("Towing Operator").

## **Background Information:**

The District is the owner of the playgrounds and the adjacent parking lots located in and around the District (the "District Property"). The District desires to authorize the Towing Operator to tow any vehicles or vessels that are parked on District Property in violation of the District's Parking and Towing Policies.

The Towing Operator represents that it is regularly engaged in the business of towing vehicles or vessels, is authorized under Florida law and City of Minneola and Lake County regulations, to tow vehicles or vessels, and that the Towing Operator abides by all applicable laws and regulations.

## **Operative Provisions:**

1. <u>Incorporation of Background Information</u>. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

### 2. District Authorized Representatives.

- a. The District shall designate in writing certain persons, employees, vendors, and other authorized agents who are authorized to inform the Towing Operator of any vehicles or vessels that need to be towed (the "Authorized Representatives"). The list of Authorized Representatives may be updated from time to time.
- b. Prior to directing the Towing Operator to remove any vehicles or vessels, the Authorized Representatives shall verify that:
  - i. the vehicle or vessel is parked on District Property, and
  - ii. is in violation of the District's Parking and Towing Policies.
- **3.** Authorization to Tow. In accordance with section 715.07(2), Florida Statutes, the District hereby authorizes the Authorized Representatives, only after complying with the District's Parking and Towing Policies and applicable laws and regulations, to provide authorization to the Towing Operator to remove any vehicles or vessels that are parked on District Property in violation of the District's Parking and Towing Policies. The Towing Operator shall photograph or video the vehicle or vessel to sufficiently detail the violation for which the vehicle or vessel is being towed. The photographs or video shall be maintained by the Towing Operator for a minimum of 6 months, and be produced upon request by the District or any law enforcement agency.
- **4.** Compliance with Laws and Regulations. The Towing Operator shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder (including specifically Sections 715.07 and 713.78, Florida Statutes as they may be amended from time to time). Towing Operator will be responsible for any fines or penalties assessed against District as a result of any of the Towing Operator's operations authorized under this Agreement.
- 5. <u>Signage</u>. The Towing Operator shall either provide the signage required by applicable laws and regulations or inspect and certify to the District that any existing signage complies with the

- applicable laws and regulations. If the District elects to have the Contractor provide the signage, each sign is \$40 and each mounting pole is \$40.
- **6.** <u>District Responsibilities</u>. The District is responsible for maintaining the landscaping to ensure the signage is able to be seen without any restrictions.
- 7. No Monetary Compensation between the Parties. Both parties acknowledge and agree that the District has authorized the towing services by the Towing Operator without monetary obligation. No fee will be paid to the Towing Operator by the District for services as outlined in this Agreement, except for the costs associated with the placement of signage as required by section 715.07, Florida Statutes. The Towing Operator shall ensure that all fees to be charged for towing and storage shall not exceed the amounts established by the City of Minneola or Lake County.
- **8.** Manner of Performance and Care of District Property. Any towing shall be done, furnished, and performed in a workmanlike manner with the best management practices in the industry. Towing Operator shall use all due care to protect the property of the District, its residents and landowners from damage.
- **9.** <u>Insurance</u>. The Towing Operator shall carry commercial general liability insurance of no less than \$1,000,000 and commercial automobile liability insurance of no less than \$1,000,000. The Towing Operator shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Towing Operator will maintain Workers Compensation insurance as required by law.
- **10.** <u>Indemnification</u>. The Towing Operator, for and on behalf of itself, its agents, employees and assigns, and any person or entity claiming by, through or under them, shall indemnify and agree to defend and hold the District, its supervisors, agents and employees, harmless from any and all claims (including attorneys fees and costs) for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to, personal injury or death resulting in any way from or in any fashion arising from or connected with the Towing Operator's actions.
- 11. Relationship Between the Parties. It is understood that the Towing Operator is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Towing Operator and the District. The Towing Operator will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District.
- 12. No Waiver of Sovereign Immunity. 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.
- 13. <u>Scrutinized Companies</u>. Pursuant to Section 287.135, Florida Statutes, Towing Operator represents that in entering into this Agreement, the Towing Operator has not been designated as a "scrutinized company" under the statute and, in the event that the Towing Operator is designated as a "scrutinized company", the Towing Operator shall immediately notify the District whereupon this Agreement may be terminated by the District.

- 14. <u>Anti-Human Trafficking</u>. Pursuant to Section 787.06, Florida Statutes, Towing Operator represents that in entering into this Agreement, the Towing Operator does not use coercion for labor or services as defined in the statute. The Towing Operator is required to provide an affidavit, signed by an officer or a representative of the Towing Operator with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
- 15. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,
  - a. Towing Operator represents that Towing Operator is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
  - b. If the District has a good faith belief that the Towing Operator has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
    - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Towing Operator otherwise complied with its obligations thereunder, the District shall promptly notify the Towing Operator and the Towing Operator will immediately terminate its contract with the subcontractor.
- 16. Public Records. As required under Section 119.0701, Florida Statutes, Towing Operator shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Towing Operator upon termination of this Agreement and 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 the information technology systems of the District.
  - IF THE TOWING OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TOWING OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD #410W, BOCA RATON, FL 33431.
- **17. Term.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
- **18.** <u>Termination</u>. Either party may terminate this Agreement at any time, without cause, with 24 hours written notice to the other party.

- **19.** <u>Amendment</u>. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties.
- **20.** <u>Assignment</u>. This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- **21.** <u>Controlling Law</u>. This Agreement is governed under the laws of the State of Florida with venue in the County where the District is located.
- **22.** Enforcement of Agreement. In the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- **23.** <u>Notice</u>. Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses listed below. In the event that any party undergoes a change in address or contact information, notice to the other party shall be made.

**To the Towing Operator:**1 W Vickers Street
Minneola FL 34715

carstoreprivateproperty@gmail.com Boca Raton, FL 33431

**To the District:** 

c/o Wrathell, Hunt and Associates 2300 Glades Road #410W Boca Raton, FL 33431

Attn: Daniel Rom, District

Manager

romd@whhassociates.com

- **24.** Arm's Length Transaction and Interpretation. This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **25.** <u>Severability</u>. Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby, and the illegal part, term or provision shall be deemed not part of this Agreement.
- **26.** Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement will control over provisions in any exhibit.

Hills of Minneola Community Development District
Richard A. Jerman Chair of the Board of Supervisors

**COMMUNITY DEVELOPMENT DISTRICT** 

4-4



# **QUOTE**

Association Solutions of Central Florida

Date

Jun 12, 2025

Expiry

Jul 12, 2025

**Quote Number** QU-4447

Reference

The Hills Playground - Chippy Chunk

Jammin Playgrounds Inc. 4417 13th st PMB 143 ST.CLOUD FL 34769 UNITED STATES

## The Hills Playground - 2265 Treasure Hill St, Minneola, FL 34715

Description	Quantity	Unit Price	Tax	Amount USD
Excavation of existing wood mulch @ 12" depth. Appx 3,406 sqft	3406.00	2.50	Tax on Sales	8,515.00
Supply & Delivery of fill dirt to bring area up to grade for new rubber surfacing to make flush with concrete border.	3406.00	1.50	Tax on Sales	5,109.00
Dumpster Rental	2.00	950.00	Tax on Sales	1,900.00
Supply, Delivery & Installation of Filter Fabric, prior to mulch install, to help prevent weed/grass growth throughout new area. Approximately 3,406 sqft	3406.00	0.65	Tax on Sales	2,213.90
Supply, Delivery, & Installation of Chippy Chunk Rubber. Appx 3,406 sqft Depth: 8" Color: Brown Installed to meet ASTM standards. Max fall height of 8ft.	3406.00	7.25	Tax on Sales	24,693.50
Freight for Chippy Chunk.	1.00	1,950.00	Tax on Sales	1,950.00
Machine Rental	1.00	1,250.00	Tax on Sales	1,250.00
			Subtotal	45,631.40
		TO	OTAL TAX	0.00

TOTAL USD 45,631.40

#### **Terms**

Customer agrees to contact all private utilities directly to conduct underground locates prior to Jammin's arrival. Any underground utilities that are damaged during installation will be the responsibility of the customer to fix.

Permit price STARTS at \$1,500 PLUS the actual permit cost, depending on location. Price will be adjusted on final invoice. Customer will be responsible for providing any and all documents required for permitting. Any delays will result in additional charges.

If Jammin quotes have expired prior to a PO being issued, prices may need to be adjusted to reflect any price increases from manufacturers and/or freight companies. If any additional permits, such as LDO's or Zoning clearance, are required for building permits to be issued, additional charges may apply. Permit paperwork needs to be filled out & returned to Jammin Playgrounds as quickly as possible. Any delays in returning permit documents may result in price increases. Time is of the essence with any permitting documents needed for submittal.

Exclusions: Excavation, irrigation, sod damage/replacement, concrete sidewalks, underground pipes, etc. Any unforeseen hazards or issues that arise upon arrival to the job site will result in a change order.

Any items not listed herein will NOT be covered.

If customer assumes excavation responsibility for any surfacing project, the warranty for said surfacing will be automatically voided, since Jammin cannot ensure the excavation was done properly to eliminate all grass/weed roots that may grow in the future.

Artificial Turf and Rubber Surfacing are capable of getting hot in direct sunlight, although it does not retain or radiate much heat. Jammin Playgrounds cannot guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf or damage rubber surfacing. Compression causes the fibers on artificial turf to lay down and that is considered normal wear & tear.

Shade Installation price is based on footer information provided. If footer dimensions change due to permitting or engineered drawings, a change order will be issued.

Customer is responsible for providing site plan and/or recent survey if permitting requires. Some additional charges may be added if permitting office requires architect drawings to show setbacks. Customer is also responsible for any CAD drawings that are requested for permitting.

\*IF YOU WOULD LIKE TO ACCEPT THIS QUOTE, PLEASE SIGN AND RETURN TO Sandra@JamNPlay.com. A 50% DEPOSIT WILL BE REQUIRED PRIOR TO ANY EQUIPMENT BEING PURCHASED BY JAMMIN PLAYGROUNDS (UNLESS OTHERWISE STATED).

\*Any cancellations for approved projects may result in restocking fees and/or additional charges for items already purchased.

In the unlikely event that Jammin Playgrounds is required to file a civil action or institute any collection effects against a customer, customer agrees to pay any and all cost, fees, expenses and attorney fees incurred by Jammin Playgrounds regardless of whether suit is actually filed and including but not limited to any and all costs, fees, expenses, and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature:		
Title:	-	
Date:		

**COMMUNITY DEVELOPMENT DISTRICT** 



# **QUOTE**

Association Solutions of Central Florida

Date

Jun 12, 2025

Expiry

Jul 12, 2025

**Quote Number** QU-4448

Reference Gold St Playground -Chippy Chunk Jammin Playgrounds Inc. 4417 13th st PMB 143 ST.CLOUD FL 34769 UNITED STATES

## Gold St Playground - 2265 Gold Smt St, Minneola, FL 34715

Description	Quantity	Unit Price	Tax	Amount USD
Excavation of existing wood mulch @ 12" depth. Appx 1,974 sqft	1974.00	2.50	Tax on Sales	4,935.00
Supply & Delivery of fill dirt to bring area up to grade for new rubber surfacing to be flush with existing concrete curb.	1974.00	1.50	Tax on Sales	2,961.00
Dumpster Rental	1.50	950.00	Tax on Sales	1,425.00
Supply, Delivery & Installation of Filter Fabric, prior to mulch install, to help prevent weed/grass growth throughout new area. Approximately 1,974 sqft	1974.00	0.65	Tax on Sales	1,283.10
Supply, Delivery, & Installation of Chippy Chunk Rubber. Appx 1,974 sqft Depth: 6" Color: Brown Installed to meet ASTM standards. Max fall height of 6ft.	1974.00	6.75	Tax on Sales	13,324.50
Freight for Chippy Chunk.	1.00	1,750.00	Tax on Sales	1,750.00
Machine Rental	1.00	1,250.00	Tax on Sales	1,250.00
			Subtotal	26,928.60
		TO	OTAL TAX	0.00

TOTAL USD

26,928.60

#### Terms

Customer agrees to contact all private utilities directly to conduct underground locates prior to Jammin's arrival. Any underground utilities that are damaged during installation will be the responsibility of the customer to fix.

Permit price STARTS at \$1,500 PLUS the actual permit cost, depending on location. Price will be adjusted on final invoice. Customer will be responsible for providing any and all documents required for permitting. Any delays will result in additional charges.

If Jammin quotes have expired prior to a PO being issued, prices may need to be adjusted to reflect any price increases from manufacturers and/or freight companies. If any additional permits, such as LDO's or Zoning clearance, are required for building permits to be issued, additional charges may apply. Permit paperwork needs to be filled out & returned to Jammin Playgrounds as quickly as possible. Any delays in returning permit documents may result in price increases. Time is of the essence with any permitting documents needed for submittal.

Exclusions: Excavation, irrigation, sod damage/replacement, concrete sidewalks, underground pipes, etc. Any unforeseen hazards or issues that arise upon arrival to the job site will result in a change order.

Any items not listed herein will NOT be covered.

If customer assumes excavation responsibility for any surfacing project, the warranty for said surfacing will be automatically voided, since Jammin cannot ensure the excavation was done properly to eliminate all grass/weed roots that may grow in the future.

Artificial Turf and Rubber Surfacing are capable of getting hot in direct sunlight, although it does not retain or radiate much heat. Jammin Playgrounds cannot guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf or damage rubber surfacing. Compression causes the fibers on artificial turf to lay down and that is considered normal wear & tear.

Shade Installation price is based on footer information provided. If footer dimensions change due to permitting or engineered drawings, a change order will be issued.

Customer is responsible for providing site plan and/or recent survey if permitting requires. Some additional charges may be added if permitting office requires architect drawings to show setbacks. Customer is also responsible for any CAD drawings that are requested for permitting.

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\*Any cancellations for approved projects may result in restocking fees and/or additional charges for items already purchased.

In the unlikely event that Jammin Playgrounds is required to file a civil action or institute any collection effects against a customer, customer agrees to pay any and all cost, fees, expenses and attorney fees incurred by Jammin Playgrounds regardless of whether suit is actually filed and including but not limited to any and all costs, fees, expenses, and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature:		
Title:		
Date:	_	

**COMMUNITY DEVELOPMENT DISTRICT** 



# **QUOTE**

Association Solutions of Central Florida

Date

Jun 12, 2025

Expiry

Jul 12, 2025

**Quote Number** 

QU-4449

Reference The Hills Playground -Loose Rubber Mulch Jammin Playgrounds Inc. 4417 13th st PMB 143 ST.CLOUD FL 34769 UNITED STATES

## The Hills Playground - 2265 Treasure Hill St, Minneola, FL 34715

Description	Quantity	Unit Price	Tax	Amount USD
Excavation of existing wood mulch @ 12" depth. Appx 3,406 sqft	3406.00	2.50	Tax on Sales	8,515.00
Supply & Delivery of fill dirt to bring area up to grade for new rubber surfacing to make flush with concrete border.	3406.00	1.50	Tax on Sales	5,109.00
Dumpster Rental	2.00	950.00	Tax on Sales	1,900.00
Supply, Delivery & Installation of Filter Fabric, prior to mulch install, to help prevent weed/grass growth throughout new area. Approximately 3,406 sqft	3406.00	0.65	Tax on Sales	2,213.90
Supply, Delivery, & Installation of Loose Fill Rubber Mulch Appx 3,406 sqft Depth: 8" Color: Rustic Installed to meet ASTM standards. Max fall height of 8ft.	3406.00	12.00	Tax on Sales	40,872.00
Freight for Chippy Chunk.	1.00	3,500.00	Tax on Sales	3,500.00
Machine Rental	1.00	1,250.00	Tax on Sales	1,250.00
			Subtotal	63,359.90
		ТС	OTAL TAX	0.00

TOTAL USD

63,359.90

#### Terms

Customer agrees to contact all private utilities directly to conduct underground locates prior to Jammin's arrival. Any underground utilities that are damaged during installation will be the responsibility of the customer to fix.

Permit price STARTS at \$1,500 PLUS the actual permit cost, depending on location. Price will be adjusted on final invoice. Customer will be responsible for providing any and all documents required for permitting. Any delays will result in additional charges.

If Jammin quotes have expired prior to a PO being issued, prices may need to be adjusted to reflect any price increases from manufacturers and/or freight companies. If any additional permits, such as LDO's or Zoning clearance, are required for building permits to be issued, additional charges may apply. Permit paperwork needs to be filled out & returned to Jammin Playgrounds as quickly as possible. Any delays in returning permit documents may result in price increases. Time is of the essence with any permitting documents needed for submittal.

Exclusions: Excavation, irrigation, sod damage/replacement, concrete sidewalks, underground pipes, etc. Any unforeseen hazards or issues that arise upon arrival to the job site will result in a change order.

Any items not listed herein will NOT be covered.

If customer assumes excavation responsibility for any surfacing project, the warranty for said surfacing will be automatically voided, since Jammin cannot ensure the excavation was done properly to eliminate all grass/weed roots that may grow in the future.

Artificial Turf and Rubber Surfacing are capable of getting hot in direct sunlight, although it does not retain or radiate much heat. Jammin Playgrounds cannot guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf or damage rubber surfacing. Compression causes the fibers on artificial turf to lay down and that is considered normal wear & tear.

Shade Installation price is based on footer information provided. If footer dimensions change due to permitting or engineered drawings, a change order will be issued.

Customer is responsible for providing site plan and/or recent survey if permitting requires. Some additional charges may be added if permitting office requires architect drawings to show setbacks. Customer is also responsible for any CAD drawings that are requested for permitting.

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\*Any cancellations for approved projects may result in restocking fees and/or additional charges for items already purchased. In the unlikely event that Jammin Playgrounds is required to file a civil action or institute any collection effects against a customer, customer agrees to pay any and all cost, fees, expenses and attorney fees incurred by Jammin Playgrounds regardless of whether suit is actually filed and including but not limited to any and all costs, fees, expenses, and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature:		
Title:		
Date:	_	

**COMMUNITY DEVELOPMENT DISTRICT** 



Jammin Playgrounds Inc.

4417 13th st PMB 143 ST.CLOUD FL 34769

**UNITED STATES** 

# **QUOTE**

Association Solutions of Central Florida

Date

Jun 12, 2025

Expiry

Jul 12, 2025

**Quote Number** 

QU-4450 **Reference** 

Gold St Playground - Loose

Rubber Mulch

# Gold St Playground - 2265 Gold Smt St, Minneola, FL 34715

Description	Quantity	Unit Price	Tax	Amount USD
Excavation of existing wood mulch @ 12" depth. Appx 1,974 sqft	1974.00	2.50	Tax on Sales	4,935.00
Supply & Delivery of fill dirt to bring area up to grade for new rubber surfacing to make flush with concrete border.	1974.00	1.50	Tax on Sales	2,961.00
Dumpster Rental	1.50	950.00	Tax on Sales	1,425.00
Supply, Delivery & Installation of Filter Fabric, prior to mulch install, to help prevent weed/grass growth throughout new area. Approximately 1,974 sqft	1974.00	0.65	Tax on Sales	1,283.10
Supply, Delivery, & Installation of Loose Fill Rubber Mulch. Appx 1,974 sqft Depth: 6" Color: Rustic Installed to meet ASTM standards. Max fall height of 6ft.	1974.00	11.00	Tax on Sales	21,714.00
Freight for Chippy Chunk.	1.00	3,500.00	Tax on Sales	3,500.00
Machine Rental	1.00	1,250.00	Tax on Sales	1,250.00
			Subtotal	37,068.10
		TO	OTAL TAX	0.00

TOTAL USD

37,068.10

#### Terms

Customer agrees to contact all private utilities directly to conduct underground locates prior to Jammin's arrival. Any underground utilities that are damaged during installation will be the responsibility of the customer to fix.

Permit price STARTS at \$1,500 PLUS the actual permit cost, depending on location. Price will be adjusted on final invoice. Customer will be responsible for providing any and all documents required for permitting. Any delays will result in additional charges.

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Exclusions: Excavation, irrigation, sod damage/replacement, concrete sidewalks, underground pipes, etc. Any unforeseen hazards or issues that arise upon arrival to the job site will result in a change order.

Any items not listed herein will NOT be covered.

If customer assumes excavation responsibility for any surfacing project, the warranty for said surfacing will be automatically voided, since Jammin cannot ensure the excavation was done properly to eliminate all grass/weed roots that may grow in the future.

Artificial Turf and Rubber Surfacing are capable of getting hot in direct sunlight, although it does not retain or radiate much heat. Jammin Playgrounds cannot guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf or damage rubber surfacing. Compression causes the fibers on artificial turf to lay down and that is considered normal wear & tear.

Shade Installation price is based on footer information provided. If footer dimensions change due to permitting or engineered drawings, a change order will be issued.

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\*Any cancellations for approved projects may result in restocking fees and/or additional charges for items already purchased.

In the unlikely event that Jammin Playgrounds is required to file a civil action or institute any collection effects against a customer, customer agrees to pay any and all cost, fees, expenses and attorney fees incurred by Jammin Playgrounds regardless of whether suit is actually filed and including but not limited to any and all costs, fees, expenses, and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature:	 
Title:	_
Date:	

**COMMUNITY DEVELOPMENT DISTRICT** 



# **QUOTE**

Association Solutions of Central Florida

Date

Jun 17, 2025

Expiry

Jul 17, 2025

**Quote Number** QU-4456

Reference

The Hills Playground - EPDM

Jammin Playgrounds Inc. 4417 13th st PMB 143 ST.CLOUD FL 34769 UNITED STATES

## The Hills Playground - 2265 Treasure Hill St, Minneola, FL 34715

Description	Quantity	Unit Price	Tax	Amount USD
Excavation of existing wood mulch @ 12" depth. Appx 3,406 sqft	3406.00	2.50	Tax on Sales	8,515.00
Supply & Delivery of fill dirt to bring area up to grade for new rubber surfacing to make flush with concrete border.	3406.00	1.50	Tax on Sales	5,109.00
Dumpster Rental	2.00	950.00	Tax on Sales	1,900.00
Supply, Delivery & Installation of 3-4 inches sub-base crushed aggregate, compacted & shot with a laser for drainage. Approximately 3,406 sqft	3406.00	4.00	Tax on Sales	13,624.00
Supply, Delivery, & Installation of EPDM.  Appx 3,406 sqft Color: 50/50 mix of Black & Customer can choose from blue, green, or beige.  Installed to meet ASTM standards. Max fall height of 8ft.	3406.00	20.00	Tax on Sales	68,120.00
Freight for EPDM	1.00	4,500.00	Tax on Sales	4,500.00
Machine Rental	1.00	1,250.00	Tax on Sales	1,250.00
			Subtotal	103,018.00
		ТС	OTAL TAX	0.00

TOTAL USD

103,018.00

#### **Terms**

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Signature:		
Title:		
Date:	_	

**COMMUNITY DEVELOPMENT DISTRICT** 

4-



Jammin Playgrounds Inc.

4417 13th st PMB 143 ST.CLOUD FL 34769

**UNITED STATES** 

# **QUOTE**

Association Solutions of Central Florida

Date

Jun 17, 2025

Expiry

Jul 17, 2025

Quote Number

QU-4457 **Reference** 

Gold St Playground - Loose

Rubber Mulch

# Gold St Playground - 2265 Gold Smt St, Minneola, FL 34715

Description	Quantity	Unit Price	Tax	Amount USD
Excavation of existing wood mulch @ 12" depth. Appx 1,974 sqft	1974.00	2.50	Tax on Sales	4,935.00
Supply & Delivery of fill dirt to bring area up to grade for new rubber surfacing to make flush with concrete border.	1974.00	1.50	Tax on Sales	2,961.00
Dumpster Rental	1.50	950.00	Tax on Sales	1,425.00
Supply, Delivery & Installation of 3-4 inches sub-base crushed aggregate, compacted & shot with a laser for drainage. Approximately 1,974 sqft	1974.00	4.00	Tax on Sales	7,896.00
Supply, Delivery, & Installation of EPDM.  Appx 1,974 sqft Color: 50/50 mix of Black & Customer can choose from blue, green, or beige.  Installed to meet ASTM standards. Max fall height of 6ft.	1974.00	19.00	Tax on Sales	37,506.00
Freight for EPDM.	1.00	3,500.00	Tax on Sales	3,500.00
Machine Rental	1.00	1,250.00	Tax on Sales	1,250.00
			Subtotal	59,473.00
		TO	OTAL TAX	0.00

TOTAL USD

59,473.00

#### **Terms**

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Signature:	
Title:	-
Date:	

**COMMUNITY DEVELOPMENT DISTRICT** 



# **QUOTE**

Association Solutions of Central Florida

Date

Jun 17, 2025

Expiry

Jul 17, 2025

**Quote Number** QU-4469

QU-4469 **Reference** 

The Hills Playground - Turf

Jammin Playgrounds Inc. 4417 13th st PMB 143 ST.CLOUD FL 34769 UNITED STATES

## The Hills Playground - 2265 Treasure Hill St, Minneola, FL 34715

Description	Quantity	Unit Price	Tax	Amount USD
Excavation of existing wood mulch @ 12" depth. Appx 3,406 sqft	3406.00	2.50	Tax on Sales	8,515.00
Supply & Delivery of fill dirt to bring area up to grade for new rubber surfacing to make flush with concrete border.	3406.00	1.50	Tax on Sales	5,109.00
Dumpster Rental	2.00	950.00	Tax on Sales	1,900.00
Supply, Delivery & Installation of 3-4 inches sub-base crushed aggregate, compacted & shot with a laser for drainage. Approximately 3,406 sqft	3406.00	4.00	Tax on Sales	13,624.00
Supply, Delivery, & Installation of Artificial Turf. Appx 3,406 sqft Installed to meet ASTM standards. Max fall height of 8ft.	3406.00	12.00	Tax on Sales	40,872.00
Freight for Turf.	1.00	4,500.00	Tax on Sales	4,500.00
Machine Rental	1.00	1,250.00	Tax on Sales	1,250.00
			Subtotal	75,770.00
		TO	OTAL TAX	0.00
		T	OTAL USD	75,770.00

#### Terms

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Signature:_			
Title:			
Date:			

**COMMUNITY DEVELOPMENT DISTRICT** 

5B



# **QUOTE**

Association Solutions of Central Florida

Date

Jun 17, 2025

Expiry

Jul 17, 2025

**Quote Number** QU-4470

Reference Gold St Playground -EPDM Jammin Playgrounds Inc. 4417 13th st PMB 143 ST.CLOUD FL 34769 UNITED STATES

## Gold St Playground - 2265 Gold Smt St, Minneola, FL 34715

Description	Quantity	Unit Price	Tax	Amount USD
Excavation of existing wood mulch @ 12" depth. Appx 1,974 sqft	1974.00	2.50	Tax on Sales	4,935.00
Supply & Delivery of fill dirt to bring area up to grade for new rubber surfacing to make flush with concrete border.	1974.00	1.50	Tax on Sales	2,961.00
Dumpster Rental	1.50	950.00	Tax on Sales	1,425.00
Supply, Delivery & Installation of 3-4 inches sub-base crushed aggregate, compacted & shot with a laser for drainage. Approximately 1,974 sqft	1974.00	4.00	Tax on Sales	7,896.00
Supply, Delivery, & Installation of Artificial Turf. Appx 1,974 sqft Installed to meet ASTM standards. Max fall height of 6ft. Includes Padding.	1974.00	12.00	Tax on Sales	23,688.00
Freight for Turf.	1.00	3,500.00	Tax on Sales	3,500.00
Machine Rental	1.00	1,250.00	Tax on Sales	1,250.00
			Subtotal	45,655.00
		TC	OTAL TAX	0.00
		т	OTAL USD	45,655.00

#### Terms

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Signature:_			
Title:			
Date:			

**COMMUNITY DEVELOPMENT DISTRICT** 

# RATIFICATION ITEMS A



Proposal #: 553200

Date: 5/7/2025 From: Steve Cohen

# Proposal for Hills of Minneola CDD (Orlando West)

Daniel Rom
Hills of Minneola CDD
2300 Glades Road
Suite 410 W
Boca Raton, FL 33431
romd@whhassociates.com

## **LOCATION OF PROPERTY**

2394 Gold Dust Drive Minneola, FL 34715

#### DESCRIPTION

#### Pine bark install Phase 1 and 2

We will install 800yds of pine bark to all common areas that are mulched. Landscape beds, tree rings, and parks.

This will be at a 2" depth.

This will be spread by hand with the mulch being staged in multiple areas.

**Terms and Conditions:** Signature below authorizes Yellowstone Landscape to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By

Print Name/Title

Date

Hills of Minneola CDD (Orlando West)

 Subtotal
 \$52,275.38

 Sales Tax
 \$0.00

 Proposal Total
 \$52,275.38

THIS IS NOT AN INVOICE

### HILLS OF MINNEOLA

**COMMUNITY DEVELOPMENT DISTRICT** 

# RATIFICATION ITEMS BI

### Playground Fence Installation Services Agreement

This Playground Fence Installation Services Agreement (this "Agreement") is entered into as of May 12, 2025 between the Hills of Minneola Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "District"), and Allstar Fence Florida, a fictitious name registered to do business in Florida (the "Contractor").

### **Background Information:**

The District owns a playground and desires to have a fence professionally installed. The Contractor is duly licensed in the state of Florida and qualified to perform the job duties and has any and all approvals and licenses as required by law to provide these services. The Contractor is familiar with the District's property. In consideration of the Contractor's agreement to perform the services described below and the District's agreement to compensate the Contractor the parties desire to enter into this Agreement.

### **Operative Provisions:**

- 1. <u>Incorporation of Background Information</u>. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
- 2. <u>Description of Work</u>. The Contractor shall perform all work, including all labor, material, equipment, supplies, tools, supervision, services, transportation, and all other necessary incidental items required for the complete performance of the work described in their estimate #0001072 dated April 28, 2025, relevant portions of which are attached hereto as Exhibit A. At the conclusion of the work, the Contractor has a duty to dispose of any waste material at an off-site waste disposal facility.

### 3. Responsibilities of the Contractor.

- a. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and best management practices.
- b. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- c. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- d. Upon discovery of any information, concealed conditions, or defect that may affect the work, the Contractor shall immediately provide the District written notice of such information or defect. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- e. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- 4. Care of the Property. Contractor agrees to keep the property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of each work day. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 48 hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.

- 5. <u>Labor, Materials, and Equipment Claims</u>. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. In the event that the Contractor does not pay or satisfy any claim or attempted lien within 3 business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.
- 6. <u>District Representatives</u>. The District Engineer, the District Manager, or a representative of the District Manager, are authorized to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
- 7. <u>Time of Commencement and Completion Date</u>. The District and Contractor will coordinate on when the work will commence and be completed. Time is of the essence.

### 8. Compensation.

- a. The District agrees to pay to Contractor \$7,790 for the work described above as broken out below:
  - i. The District agrees to pay to Contractor a refundable deposit of 50% within 10 days of the date of this Agreement.
  - ii. Upon completion of the work and after a District representative has inspected and signed off on the work, the Contractor shall submit an invoice to the District for the remainder 50% of the work.
- b. The District agrees to pay to Contractor within 30 days of receipt of invoices from Contractor.
- 9. Compliance with Governmental Regulation. 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 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 material men, 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 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, such termination to be effective immediately upon the giving of notice of termination. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.
- 10. <u>Permits</u>. All permits necessary for the work to be performed under this Agreement shall be obtained and by the Contractor and paid for by the District.
- 11. <u>Additional Services</u>. When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment, addendum, change order, or work order authorization.

### 12. Warranty.

- a. The Contractor warranties that the work
  - i. conforms to the requirements of the this Agreement
  - ii. was performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, building codes, and applicable regulations

- iii. was performed without defects in materials to the extent the materials were provided by Contractor, and workmanship
- iv. consists of new unused materials to the extent the materials are provided by Contractor
- v. is fit for the particular purposes or uses contemplated by this Agreement
- vi. conforms to all accepted models and samples and all affirmations of fact, promises, descriptions or specifications agreed upon by the District and Contractor.
- b. If within the applicable warranty period described in the proposal, but at a minimum of 1 year, after the date of final payment by the District any portion of the work (labor and materials) is found not to comply with the requirements of this Agreement, then Contractor shall correct such noncompliant portion of the work at its expense promptly after receiving written notice from District requesting such correction.
- c. Contractor's warranty in this section is in addition to and does not limit in any way District's claims for latent/patent defects or claims for warranties set forth by law, or any implied warranties recognized by applicable statutory or common law.
- d. Contractor warranties that the labor will meet all requirements of the manufacturer to honor the manufacturer's warranty for materials and labor.
- e. At time of final payment, Contractor will supply a copy of all warranties supplied by manufacturers along with all manufacturer's instructions. Contractor will assist the District with any warranty claims.
- f. Contractor shall assign and transfer to the District all warranties and guaranties received by Contractor in connection with any work, materials, equipment, and components furnished by Contractor. If such warranties and guaranties are not by their terms assignable, Contractor agrees to initiate claims and enforce such warranties in accordance with their terms for the benefit of District upon demand.
- g. The provisions of this section shall survive approval of the work under this Agreement.
- 13. <u>Insurance</u>. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
  - a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
  - d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within 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.

14. <u>Indemnification</u>. Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out

- of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.
- 15. <u>Limitations on Governmental Liability</u>. 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.
- 16. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 17. Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
- 18. <u>Termination</u>. Either party shall have the right to terminate this Agreement upon 10 days written notice. Upon receipt of a termination notice Contractor will cease performance of the work and make every reasonable effort to procure cancellation of all existing orders for materials. Contractor will be entitled to receive as its exclusive remedy payment for the actual cost of materials purchased by Contractor and delivered to the job site and the work performed up to the time of receipt of the notice (as the percentage of completion is reasonably determined by the District) with the compensation amount being prorated accordingly, if the deposit exceeds these costs, Contractor will refund the appropriate amount to the District.
- 19. Governing 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 with venue in the County where the District is located.
- 20. <u>Amendment</u>. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- 21. <u>Assignment</u>. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.
- 22. Enforcement of Agreement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. In the event either party is required to enforce

- this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.
- 23. <u>No Waiver</u>. The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- 24. <u>Scrutinized Companies</u>. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- 25. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,
  - a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.
  - b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
    - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
  - c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.
- 26. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and 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 the information technology systems of the District.
  - THE CONTRACTOR **QUESTIONS** THE IF HAS REGARDING 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 AT (561)571-0010. OR BY **EMAIL** AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD #410W, BOCA RATON, FL 33431.

- 27. Anti-Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
- 28. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. The 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, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 29. <u>Authority to Execute</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.
- 30. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 31. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 32. Notice. Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the Contractor: 351 North Duncan Drive

Suite B, Tavares, FL, 32778

allstarfenceflorida@gmail.com

To the District:

c/o Wrathell, Hunt and Associates

2300 Glades Road #410W Boca Raton, FL 33431

Attn: Daniel Rom, District Manager

romd@whhassociates.com

33. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

Allstar Fence Florida

Mame: F. Carnen Battle

Title: 10/4/0/ 14

Hills of Minneola

Community Development District

Richard A. Jerman

Chair of the Board of Supervisors

### Exhibit A

Estimate #0001072

From: Allstar Fence Florida

351 North Duncan Drive suite b, Tavares, FL, USA

\$7,790.00

Amount:

Bill To: Minneola Hills CDD

Hills of Minneola

Date of Issue:

4/28/2025

**Expiration Date:** 

5/28/2025

Item	Rate (excl. tax)	Quantity	Тах	Total
Black Aluminum Fence Install 268' @ 5' high 3-Rail Flat Top Black Aluminum fence (1) 5' walk gate Material and labor included	\$7,790.00	1		\$7,790.00
	Subtotal			\$7,790.00
	Total			\$7,790.00

**Attached Documents:** 

Playground Hills Of Minneola.pdf

### Notes:

We require a 50% deposit which will get your material ordered and fence project started, including acquiring the proper permits. We accept cash, checks and credit card for payments. We'd like to disclose that credit cards have a 3% transaction fee per our service provider, in case you were considering using that form of payment.

Terms and Conditions of Contract

1.AllSTAR FENCE FLORIDA will call the major utilities to mark electrical, water and cable locations if the utilities provide this service in your city.

- 2. There are some underground items that only the homeowner can identify. The utility companies do not mark these, ALLSTAR FENCE FLORIDA is not responsible for damage to unmarked items. Prior to the installation, it is important that you use a bright colored spray paint to mark the ground for locations
- B. Underground water lines that feed a swimming pool or other structure.
- C. Underground electric lines (other than local utility lines) that supply power to lamp posts, walkway lighting, yard lighting, and wiring for pools, sheds, etc.
- D. French drains or related items.
- E. Any electrical, water or cable locations where the utilities in your city do not provide marking services.
- To ensure proper installation of your new fence or deck, some trimming or clearing may be required.
- A. To provide room for a quality installation, all brush, briars, tall grass, overgrowth, etc. must be cleared to a distance of 2' of either side of the fence line.
- B. Any trees or shrubs near the installation line for the new fence or deck must be cleared to a distance of 2' on either side of the installation line and cleared to a height of 6 1/2.
- C. The cost for the Install Crew to trim, clear and dispose of these materials is \$300.00.
- D. We cannot grind or remove tree roots or stumps, and we cannot remove trees.
- 4. The Install Crew will need access to an electric outlet, and an outside water faucet. During the installation, you will hear nail guns, hammers, air compressors, augers, jackhammers, etc. Please make sure all pets are secured before the installation begins. Please be sure to inform your neighbors of the installation schedule so that they are aware of the noise and if a common fence is being replaced, they can secure their pets as well.
- 5. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay AllSTAR FENCE FLORIDA the balance of the contract price immediately upon completion of installation of the fence. A finance charge in the amount of 10% of the contract price will be added to any invoice ten days past due. Every 30 days thereafter, an additional 10% will be added to the final invoice.
- 6. We warranty our workmanship on vinyl, chain link, and aluminum fences for a period of 12 months from the date of installation. Wood fences carry a 180-day workmanship warranty. All products are warranted

as per the manufacturer. Customer acknowledge that wood fence material has a tendency to shrink, warp, crack and chip and that these features of wood are normal and accepted occurrences and are not warranted.

- 7. All workmanship warranties will be void in the event of a tropical storm, hurricane, fire, or Acts of God.
- 8. Any cancellation by the customer prior to commencement of work is subject to a charge of 25% of the contract price. All deposit monies will be forfeited by Owner/Agent unless otherwise agreed upon. Any
- expenses incurred on processing, permit fees and material purchased for this job will be deducted from deposit monies.
- 9. Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits, and utility locates. ALLSTAR FENCE FLORIDA will strive to install fencing in a timely manner; however, customer may not cancel this contract due to rescheduling for circumstances that are beyond ALLSTAR FENCE FLORIDA control.
- 10. To maintain the warranty you must keep the companies label for a minimum of 12 months
- 11. Get an extra 4 months of warranty on our workmanship. With a positive review on social media

Accepted on:	Accepted by:	Signature:

### Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared <u>E. Cavver Balls</u> who being duly sworn, deposes and says (the "Affiant"):

- 1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
- 2. Affiant is the OWNEY (Title) of All Stay tence Paydo (the "Company") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
- 3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
- 4. Company intends to execute, renew, or extend a contract between Company and the Community Development District ("CDD").
- 5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on May 13, 2025

Notary Public Signature

ROBERT LOZA
Notery Public-State of Florida
Commission # HH 168881
My Commission Expires
August 24, 2025

**Notary Stamp** 

### HILLS OF MINNEOLA

**COMMUNITY DEVELOPMENT DISTRICT** 

# RATIFICATION ITEMS BII

### **Additional Work Authorization**

Agreement: Playground Fence Installation Services Agreement dated May 12, 2025 (the "Agreement")

Parties: Allstar Fence Florida, a fictitious name registered to do business in Florida ("Contractor")

Hills of Minneola Community Development District (the "District")

Scope of Work:

Installation of an additional 5' walk gate.

Survey and Architectural drawing.

Compensation: The District agrees to pay the Contractor an additional \$450 for the additional gate and \$500 for the survey and architectural drawing.

Acceptance of this Additional Work Authorization shall constitute written authorization pursuant to Section 11 of the Agreement and all work will be performed subject to all the same terms and conditions as contained in the Agreement.

IN WITNESS WHEREOF, this Additional Work Authorization has been executed by the parties as of June 17, 2025.

Allstar Fence Florida

Hills of Minneola

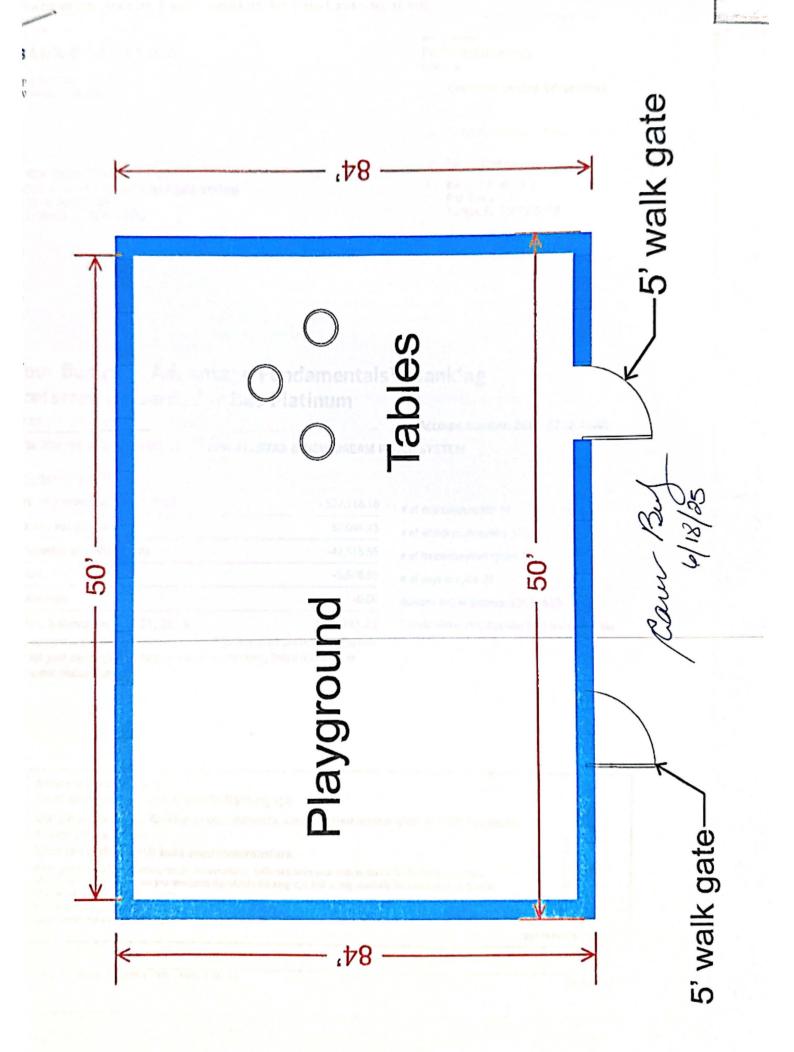
Community Development District

Name: 2. Carmen Battle

Title: Dunas

Richard A. Jerman

Chair of the Board of Supervisors



### HILLS OF MINNEOLA

**COMMUNITY DEVELOPMENT DISTRICT** 

# UNAUDITED FINANCIAL STATEMENTS

HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2025

### HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS MAY 31, 2025

	General Fund	SRF North	SRF South	Debt Service Fund 2020	Debt Service Fund 2021	Debt Service Fund 2024	Capital Projects Fund 2020	Capital Projects Fund 2021	Capital Projects Fund 2024	Total Governmental Funds
ASSETS										
Cash	\$ 1,211,858	\$ 1,785	\$ 30,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,244,273
Investments										
Revenue	-	-	-	401,199	59,612	188,498	-	-	-	649,309
Reserve	-	-	-	1,338,413	163,410	264,620	-	-	-	1,766,443
Prepayment	-	-	-	-	197	10,027	-	-	-	10,224
Construction	-	-	-	-	-	-	115,544	16	8,117	123,677
Cost of issuance	-	-	-	-	-	3,022	-	-	-	3,022
Interest	-	-	-	-	-	12	-	-	-	12
Due from Starlight	630	-	-	-	-	-	-	-	-	630
Due from Ashton Woods	596	-	-	-	-	-	-	-	-	596
Due from LB Minneola	3,689	-	-	-	-	-	-	-	-	3,689
Due from Pulte Group	3,257	-	-	-	-	-	-	-	-	3,257
Due from Arroyo CAP II-1, LLC	43	-	414	33,372	-	_	_	_	_	33,829
Due from JEN Florida 30	3,966	_	68,428	35,568	81,797	_	_	_	_	189,759
Due from JEN Florida 49	-,	_	103,469			_	_	_	_	103,469
Due from general fund	_	39.869	888,574	110,987	_	27,451	_	_	_	1,066,881
Utility deposit	20	-	1,565	110,007	_	27,101	_	_	_	1,585
Total assets	\$ 1,224,059	\$41,654	\$1,093,080	\$1,919,539	\$305,016	\$493,630	\$115,544	\$ 16	\$ 8.117	\$ 5,200,655
10141 433013	Ψ 1,224,000	ψ+1,00+	ψ1,030,000	Ψ1,515,555	ψ000,010	ψ+30,000	ψ110,044	Ψ 10	Ψ 0,117	Ψ 0,200,000
LIABILITIES AND FUND BALANCES Liabilities:										
Retainage payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$322,094	\$271.812	\$ -	\$ 593,906
Due to Landowner			-	12,479	· .		3,084	-	-	15,563
Due to JEN Florida 49	4,900	_	_	6,536	_	_	-	_	_	11,436
Due to debt service fund 2020	110,987	_	_	-,	_	_	_	_	_	110,987
Due to debt service fund 2024	27,451	_	_	_	_	_	_	_	_	27,451
Due to SRF 002	39,869	_	_	_	_	_	_	_	_	39,869
Due to SRF 003	888,574	_					_	_	_	888,574
Landowner advance	5,499			_		_			_	5,499
Total liabilities	1,077,280			19.015			325.178	271,812		1,693,285
l otal liabilities	1,077,200			19,013			323,176	27 1,012		1,093,203
DEFERRED INFLOWS OF RESOURCES										
Deferred receipts	7,324		172,311	62,404	81,798					323,837
Total deferred inflows of resources	7,324		172,311	62,404	81,798	<del></del>				323,837
Total deferred lilliows of resources	7,324		172,311	02,404	01,790					323,037
Fund balances:										
Assigned				1 000 100	000 040	400.000				0.554.000
Debt service	-	-	-	1,838,120	223,218	493,630	-			2,554,968
Capital projects	-	-	-	-	-	-	(209,634)	(271,796)	8,117	(473,313)
3 months working capital	26,366	-	257,088	-	-	-	-	-	-	283,454
Unassigned	113,089	41,654	663,681							818,424
Total fund balances	139,455	41,654	920,769	1,838,120	223,218	493,630	(209,634)	(271,796)	8,117	3,183,533
Total liabilities, deferred inflows of resource and fund balances	es \$ 1,224,059	\$41,654	\$1,093,080	\$1,919,539	\$305,016	\$493,630	\$115,544	\$ 16	\$ 8,117	\$ 5,200,655

### HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

### STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED MAY 31, 2025

	Current		Year to				% of	
REVENUES		1onth		Date		Budget	Budget	
Assessment levy: on-roll - net	\$	5,283	\$	49,786	\$	50,636	98%	
Assessment levy: off-roll	Ψ	5,388	Ψ	33,451	Ψ	37,418	89%	
Lot closings		-		228		-	N/A	
Total revenues		10,671		83,465		88,054	95%	
EVDENDITUDEO								
EXPENDITURES Professional & administrative								
Management/recording		4,000		32,000		48,000	67%	
Legal - general counsel		3,233		5,820		15,000	39%	
Engineering		0,200		0,020		7,500	0%	
Audit		_		_		5,900	0%	
Arbitrage rebate calculation		500		500		5,300	N/A	
Telephone		16		133		200	67%	
Postage		12		195		139	140%	
Printing & binding		4		33		50	66%	
Legal advertising		4		378		1,500	25%	
Annual district filing fee		-		175		1,300	100%	
Insurance: GL & POL		-		6,161		6,334	97%	
Contingencies		-		90		750	12%	
Hosting & maintenance		-		90		705	0%	
ADA compliance		-		199		210	95%	
Total professional & administrative		7,765		45,684		86,463	53%	
Total professional & auministrative		7,705		45,004		00,403	3370	
Field operations and maintenance								
Electric:								
Irrigation		-		228		-	N/A	
Total field operations & maintenance				228			N/A	
Other fees & charges								
Property appraiser & tax collector		106		996		1,582	63%	
Total other fees & charges		106		996		1,582	63%	
Total expenditures		7,871		46,908		88,045	53%	
Excess/(deficiency) of revenues								
over/(under) expenditures		2,800		36,557		9		
over/(under) experialitares		2,000		30,337		9		
Fund balances - beginning		136,655		102,898		123,272		
Fund balance - ending		•		•		•		
Assigned								
3 months working capital		26,366		26,366		26,366		
Unassigned		113,089		113,089		96,915		
Fund balances - ending		139,455	\$	139,455	\$	123,281		
<del>-</del>			_					

### HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT SPECIAL REVENUE FUND - NORTH STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED MAY 31, 2025

	_	urrent ⁄Ionth		ear to Date	<u></u>	Budget	% of Budget
REVENUES			_		_		
Assessment levy: on-roll - net	\$	-	\$	-	\$	12,569	0%
Assessment levy: off-roll		9,967		39,868		39,869	100%
Total revenues		9,967		39,868		52,438	76%
EXPENDITURES							
Professional & administrative							
Arbitrage rebate calculation		_		_		750	0%
Debt service fund - accounting		458		3,667		5,500	67%
Dissemination agent		83		667		1,000	67%
EMMA software services		-		2,500		-	N/A
Trustee				-		5,500	0%
Total professional & administrative		541		6,834		12,750	54%
Field operations and maintenance							
Pressure washing		_		_		20,000	0%
Landscaping maintenance		1,850		15,184		19,296	79%
Insurance: property		· <b>-</b>		10,315		, <b>-</b>	N/A
Irrigation repair		75		321		-	N/A
Total field operations & maintenance		1,925		25,820		39,296	66%
Other fees & charges							
Property appraiser & tax collector		_		_		393	0%
Total other fees & charges		_				393	0%
Total expenditures		2,466		32,654		52,439	62%
Excess/(deficiency) of revenues							
over/(under) expenditures		7,501		7,214		(1)	
Fund balances - beginning		34,153		34,440		11,665	
Fund balances - ending	\$	41,654	\$	41,654	\$	11,664	

### HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT SPECIAL REVENUE FUND - SOUTH STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED MAY 31, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES	<b>A 77 500</b>	<b>4 7</b> 04 045	<b>4 7</b> 00 000	4000/
Assessment levy: on-roll - net	\$ 77,569	\$ 731,045	\$ 730,980	100%
Assessment levy: off-roll Total revenues	77 560	205,283 936,328	273,716	75% 93%
Total revenues	77,569	930,320	1,004,696	93%
EXPENDITURES				
Professional & administrative				
Arbitrage rebate calculation	-	-	1,500	0%
Debt service fund - accounting	458	3,667	5,500	67%
Dissemination agent	167	1,333	2,000	67%
Trustee	-	-	8,400	0%
Mailed notices			1,500	0%
Total professional & administrative	625	5,000	18,900	26%
Field operations and maintenance				
Field operations manager	500	4,000	6,000	67%
Field operations accounting	292	2,333	3,500	67%
Landscaping labor	40,828	285,337	499,000	57%
Insurance: property	-	9,299	15,000	62%
Backflow test	-	-	450	0%
Irrigation repair	12,700	26,916	23,000	117%
Plants, shrubs & annuals	-	-	20,000	0%
Tree trimming	-	-	47,000	0%
Mulch	-	-	102,000	0%
Pressure washing	-	-	4,000	0%
Signage	-	1,469	5,500	27%
General maintenance	345	2,335	13,000	18%
Fence wall repairs	-	-	4,000	0%
Electric:				
Irrigation	<del>-</del>	188	33,000	1%
Street lights	15,610	112,179	150,000	75%
Entrance signs		-	2,000	0%
Water irrigation	1,735	4,065	12,000	34%
Park water fountain	15	55	-	N/A
Mailbox kiosk damage		7,005	-	N/A
Total field operations & maintenance	72,025	455,181	964,450	47%
Other fees & charges				
Property appraiser & tax collector	1,551	14,620	22,843	64%
Total other fees & charges	1,551	14,620	22,843	64%
Total expenditures	74,201	474,801	1,006,193	47%
Evene //deficiency) of revenues				
Excess/(deficiency) of revenues over/(under) expenditures	3,368	461,527	(1,497)	
over/(under) experialtures	3,300	401,527	(1,497)	
Fund balances - beginning	917,401	459,242	558,559	
3 months working capital	257,088	257,088	257,088	
Unassigned	663,681	663,681	299,974	
Fund balances - ending	\$ 920,769	\$ 920,769	\$ 557,062	

# HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2020 FOR THE PERIOD ENDED MAY 31, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 113,252	\$ 1,214,775	\$ 1,234,724	98%
Assessment levy: off-roll	-	106,703	142,272	75%
Lot closing	-	487	-	N/A
Interest	8,263	55,082		N/A
Total revenues	121,515	1,377,047	1,376,996	100%
EXPENDITURES				
Debt service				
Principal	500,000	500,000	500,000	100%
Interest	422,438	844,875	844,875	100%
Total debt service	922,438	1,344,875	1,344,875	100%
Other fees & charges				
Tax collector	2,265	24,296	25,723	94%
Total other fees and charges	2,265	24,296	25,723	94%
Total expenditures	924,703	1,369,171	1,370,598	100%
Excess/(deficiency) of revenues				
over/(under) expenditures	(803,188)	7,876	6,398	
OTHER FINANCING SOURCES/(USES)				
Transfer out	(4,346)	(37,292)	-	N/A
Total other financing sources	(4,346)	(37,292)		N/A
Net change in fund balances	(807,534)	(29,416)	6,398	
Fund balances - beginning	2,645,654	1,867,536	1,837,813	
Fund balances - ending	\$1,838,120	\$1,838,120	\$1,844,211	

# HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2021 FOR THE PERIOD ENDED MAY 31, 2025

	Current Month	Year To Date	Budget	% of Budget	
REVENUES		<b>*</b> 045 000	<b>*</b> • • • • • • • • • • • • • • • • • • •		
Assessment levy: off-roll	\$ -	\$ 245,393	\$ 327,190	75%	
Interest	1,456	9,074	-	N/A	
Total revenues	1,456	254,467	327,190	78%	
EXPENDITURES					
Debt service					
Principal	130,000	130,000	130,000	100%	
Interest	99,368	198,735	200,219	99%	
Total debt service	229,368	328,735	330,219	100%	
Excess/(deficiency) of revenues over/(under) expenditures	(227,912)	(74,268)	(3,029)		
Fund balances - beginning Fund balances - ending	451,130 \$ 223,218	297,486 \$ 223,218	289,186 \$ 286,157		

### HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2024 FOR THE PERIOD ENDED MAY 31, 2025

	Current Month	Year To Date	Budget	% of Budget	
REVENUES					
Assessment levy: on-roll - net	\$ 28,011	\$ 300,455	\$ 305,387	98%	
Assessment levy: off-roll	57,920	231,682	231,682	100%	
Interest	1,893_	11,886		N/A	
Total revenues	87,824	544,023	537,069	101%	
EXPENDITURES					
Debt service					
Principal	105,000	105,000	105,000	100%	
Interest	211,695	389,284	389,284	100%	
Tax collector	560	6,009	-	N/A	
Total debt service	317,255	500,293	494,284	101%	
Excess/(deficiency) of revenues					
over/(under) expenditures	(229,431)	43,730	42,785		
Fund balances - beginning	723,061	449,900	441,351		
Fund balances - ending	\$ 493,630	\$ 493,630	\$ 484,136		

# HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2020 FOR THE PERIOD ENDED MAY 31, 2025

	Current Month	Year To Date
REVENUES		
Interest	\$ 359	\$ 2,581
Total revenues	359	2,581
EXPENDITURES		
Total expenditures		
Excess/(deficiency) of revenues over/(under) expenditures	359	2,581
OTHER FINANCING SOURCES/(USES)		
Transfer in	4,346	37,292
Total other financing sources/(uses)	4,346	37,292
Net change in fund balances Fund balances - beginning Fund balances - ending	4,705 (214,339 \$ (209,634	(249,507)

# HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2021 FOR THE PERIOD ENDED MAY 31, 2025

	Current Month	Year To Date
REVENUES Total revenues	\$ <u>-</u>	\$ - -
EXPENDITURES  Total expenditures		
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning Fund balances - ending	(271,796) \$ (271,796)	(271,796) \$ (271,796)

# HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2024 FOR THE PERIOD ENDED MAY 31, 2025

	•	urrent Ionth	Y	ear To
REVENUES				
Interest	\$	27	\$	85,067
Total revenues		27		85,067
EXPENDITURES Construction costs		_		76,950
Total expenditures				76,950
Excess/(deficiency) of revenues over/(under) expenditures		27		8,117
Fund balances - beginning		8,090		
Fund balances - ending	\$	8,117	\$	8,117

### HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

### MINUTES

### DRAFT

1 2 3 4 5	MINUTES OF MEETING HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT  The Board of Supervisors of the Hills of Minneola Community Development District held			
	·		•	•
6	a Regular Meeting on April	28, 2025 at 1:00 p.m	., at the City of Minne	eola City Hall, 800 N US
7	Hwy 27, Minneola, Florida 3	4715.		
8				
9	Present:			
10				
11	Richard Jerman		Chair	
12	Daniel Edwards		Vice Chair	
13	Trina Dziewior		Assistant Secretary	
14	Matthew White		Assistant Secretary	
15	Max Perlman		Assistant Secretary	
16			,	
17	Also present:			
18	•			
19	Daniel Rom		District Manager	
20	Vivek Babbar (via tel	ephone)	District Counsel	
21	Mark Hills	<b>-</b>	Operations Manager	
22				
23	Residents Present:			
24	nesidents i resenti			
25	Carlos Eulacio	Andrea Wilson	Ed Stephens	Christy Stephens
26	Raquel Burgos	Angela Wright	Charlie Reid	Sorodjenie Varma
27	Victor Guzman	Kara Hilt Mead	Karen Perera	Leonardo Gomez
28	Chase Hansen	Xiomara Flowers	Kyle Runyon	Christopher Morales
29	Steven Blandon	Alomara Howers	Kyle Kullyon	Christopher Worales
30	Steven Blandon			
31	DUE TO TECH	UNICAL DIEELCHITIES	AUDIO WAS NOT AVA	II ADI E
32		•	M THE MEETING NOT	
33	MINO	IES I KANSCRIDED FRO	NVI THE IVICETING NOT	<b>E3</b>
	FIRST ORDER OF BUSINESS		Call to Ondon/Ball Ca	.u
34	FIRST ORDER OF BUSINESS		Call to Order/Roll Ca	III
35	Mar Dana ad Hadalaa			
36	ivir. Rom called the r	neeting to order at 1:0	or b.m.	
37	All Supervisors were	present.		
38				
39 40	SECOND ORDER OF BUSINE	SS	Public Comments	

41	No members of the public spoke.		
42			
43 44 45 46 47 48 49 50	THIRD ORDER OF BUSINESS	Consideration of Resolution 2025-04, Approving a Proposed Operation and Maintenance Budget for Fiscal Year 2025/2026; Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting, and Publication Requirements; and Providing an Effective Date	
52	Mr. Rom presented Resolution 20	25-04. He reviewed the proposed Fiscal Year 2026	
53	budget, highlighting increases, decreases	and adjustments, compared to the Fiscal Year 2025	
54	budget, and explained the reasons for any	changes.	
55	5 It was noted that some minor changes will be made to the proposed Fiscal Year 2		
56	expenditures pertaining to insurance and irrigation.		
57			
58 59 60 61 62 63 64 65 66	Resolution 2025-04, Approving a Performent Francisco Fra	seconded by Mr. Perlman, with all in favor, roposed Operation and Maintenance Budget nended; Setting a Public Hearing Thereon ust 25, 2025 at 1:00 p.m., at the City of ry 27, Minneola, Florida 34715; Addressing on Requirements; and Providing an Effective	
67 68 69 70 71 72 73 74	Mr. Rom presented Resolution 2025	Consideration of Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date 5-05. The following change was made:	
7 <del>-</del> 75	DATE: Change "May 25, 2025" to "N	5 5	
, ,	Ditte. Change Way 23, 2023 to W	10, 20, 2020	

77 78 79 80 81	On MOTION by Mr. Edwards and second Resolution 2025-05, Designating Date Meetings of the Board of Supervisors of as amended, and Providing for an Effecti	s, Times and Locations for Regular the District for Fiscal Year 2025/2026,
82 83 84 85 86 87	FIFTH ORDER OF BUSINESS	Consideration of Resolution 2025-06, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
88 89	Mr. Rom presented Resolution 2025-06.	
90 91 92 93	On MOTION by Mr. White and second Resolution 2025-06, Approving the Flor Providing for Severability; and Providing	ida Statewide Mutual Aid Agreement;
94 95 96 97 98	SIXTH ORDER OF BUSINESS	Consideration of The Car Store of West Orange, Inc. Towing Authorization Agreement
99	Mr. Rom presented The Car Store of	of West Orange, Inc. Towing Authorization
100	Agreement. Mr. Hills will inquire about adding a	provision for limited indemnity to the CDD for
101	the towing company's errors.	
102		
103 104 105	SEVENTH ORDER OF BUSINESS	Discussion/Consideration: Playground Fencing
106	Discussion ensued regarding playground f	encing.
107	Proposals will be presented at the next m	eeting.
108		
109 110 111 112 113	EIGHTH ORDER OF BUSINESS	Consideration/Ratification of Amendment to Agreement to Convey or Dedicate (Series 2024 Bonds – North Parcel Assessment Area 1)

114		Mr. Rom presented the Amendment to t	he Agreement to Convey or Dedicate related to
115	the S	eries 2024 Bonds – North Parcel Assessme	ent Area 1. This involves removal of Tracts FD-1
116	and F	D-2.	
 117	G.1.G.1		
		On MOTION by May Edwards and account	adad by Mar Badasan with all in favor
118 119 120		On MOTION by Mr. Edwards and secon the Amendment to the Agreement to Co 2024 Bonds – North Parcel Assessment A	onvey or Dedicate related to the Series
121			
122 123 124	NINT	H ORDER OF BUSINESS	Acceptance of Unaudited Financia Statements as of March 31, 2025
125 126 127		Mr. Rom presented the Unaudited Finance	cial Statements as of March 31, 2025.
128 129		On MOTION by Mr. Jerman and second the Unaudited Financial Statements as o	· · · · · · · · · · · · · · · · · · ·
130 131 132 133 134	TENT	H ORDER OF BUSINESS	Approval of December 9, 2024 Regular Meeting Minutes
135 136		On MOTION by Mr. Jerman and seconder December 9, 2024 Regular Meeting Mine	
137 138 139	ELEVI	ENTH ORDER OF BUSINESS	Staff Reports
140	•	District Coursel, Stroley Babin Vericles	
141	Α.	District Counsel: Straley Robin Vericker	
142	В.	District Engineer: Poulos & Bennett, LLC	
143	C.	Field Operations: Mark Hills	
144		There were no District Counsel, District E	ngineer or Field Operations Manager reports.
145	D.	District Manager: Wrathell, Hunt and As	sociates, LLC
146		• NEXT MEETING DATE: June 23, 20	025 at 1:00 PM
147		O QUORUM CHECK	
148			
149	TWEL	FTH ORDER OF BUSINESS	Board Members' Comments/Requests

150	
151	

There were no Board Members' comments or requests.

### THIRTEENTH ORDER OF BUSINESS

### **Public Comments**

Residents voiced concerns about the existing grass, irrigation, mulch, trees needing trimmed or corrected, entrance area deficiencies, playground landscaping and fencing. The Developer Board Members acknowledged that, while the sod issues in some areas are due to drought, there are also areas of deficiency that are not up to their own expectations. The Board asked the residents to be patient while the issues are addressed and noted that some corrections will be noticeable sooner than others but assessing and addressing all discussed aspects will begin immediately. The residents in attendance appreciated the Board's willingness to listen and address their concerns. The residents also requested a future meeting time closer to the evening and the Board responded that they will look to accommodate that request for the June meeting.

### FOURTEENTH ORDER OF BUSINESS

### Adjournment

On MOTION by Mr. Edwards and seconded by Mr. Jerman, with all in favor, the meeting adjourned at 2:43 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

174			
175			
176			
177	Secretary/Assistant Secretary	Chair/Vice Chair	

**DRAFT** 

April 28, 2025

HILLS OF MINNEOLA CDD

### HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

# STAFF REPORTS



### www.lakevotes.gov

1898 E. Burleigh Blvd. ● P.O. Box 457 ● Tavares, FL 32778 P 352-343-9734 F 352-343-3605 E Hays@lakevotes.gov

June 16, 2025

Daphne Gillyard, Director of Administrative Services 2300 Glades Rd., Suite 410W Boca Raton, FL 33431

Re: District Counts

The number of registered voters within the Hills of Minneola Community Development District as of April 15, 2025 is 2,154.

If we may be of further assistance, please contact this office.

Sincerely,

D. Alan Hays

Lake County Supervisor of Elections

D. alan Hay

### HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

### **BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE**

### LOCATION

City of Minneola City Hall, 800 N US Hwy 27, Minneola, FL 34715

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 28, 2024 CANCELED	Regular Meeting	1:00 PM
November F 2024	Landovinous' Mastins	0.00 414
November 5, 2024	Landowners' Meeting	9:00 AM
November 25, 2024	Regular Meeting	1:00 PM
rescheduled to December 9, 2024		
December 9, 2024	Regular Meeting	2:00 PM
January 27, 2025 CANCELED	Regular Meeting	1:00 PM
February 24, 2025 CANCELED	Regular Meeting	1:00 PM
<u>.</u>		
March 24, 2025 CANCELED	Regular Meeting	1:00 PM
April 28, 2025	Regular Meeting Presentation of FY2026 Proposed Budget	1:00 PM
June 23, 2025	Regular Meeting	5:00 PM
July 28, 2025	Regular Meeting	1:00 PM
August 25, 2025	Public Hearings and Regular Meeting  Adoption of FY2026 Proposed Budget	1:00 PM
September 22, 2025	Regular Meeting	1:00 PM