

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT
DISTRICT**

October 25, 2021

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

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

October 18, 2021

Board of Supervisors
Hills of Minneola Community Development District

Dear Board Members:

The Board of Supervisors of the Hills of Minneola Community Development District will hold a Regular Meeting on October 25, 2021 at 1:00 p.m., at the City of Minneola City Hall, 800 N. U.S. Highway 27, Minneola, Florida 34715. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Update: Bulk and/or Lot Sales by Master Developer
4. Accept Resignation of Chris Gardner, Seat 2, Term Expires November, 2023
5. Consider Appointment to Fill Unexpired Term of Seat 2
 - A. Administration of Oath of Office to Newly Appointed Supervisor (*the following will be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B – Memorandum of Voting Conflict
 - B. Consideration of Resolution 2022-01, Designating Certain Officers of the District, and Providing for an Effective Date
6. Status of RFP for Landscaping Maintenance/Irrigation Services

ATTENDEES:

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

TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 801 901 3513

- 7. Ratification of Assignment and Assumption (Contract with Jr. Davis Construction Company, Inc. for Mass Grading)
- 8. Acceptance of Unaudited Financial Statements as of September 30, 2021
- 9. Approval of August 23, 2021 Public Hearing and Regular Meeting Minutes
- 10. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- **UPCOMING MEETINGS**

- November 2, 2021 at 1:00 PM: Landowners Meeting (*Board Members are not required to attend*) [Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711]
- November 22, 2021 at 1:00 PM: Regular Board Meeting

- **QUORUM CHECK**

Denver Marlow	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Christopher Gardner	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
James Dunn	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Richard Jerman	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Adam Schott	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

Should you have any questions or concerns, please do not hesitate to contact me directly at 561-346-5294.

Sincerely,



Cindy Cerbone
District Manager

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Hills of Minneola Community Development District
Attn: Cindy Cerbone, District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

From: **Christopher Gardner**
Printed Name

Date: October 4, 2021

I hereby tender my resignation as a member of the Board of Supervisors of the *Hills of Minneola Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accept it at a duly noticed meeting of the Board of Supervisors, effective immediately.

I certify that this Notice of Tender of Resignation has been executed by me and [] faxed to 561-571-0013 or [] scanned and electronically transmitted to gillyardd@whhassociates.com and agree that the executed fax or email copy shall be binding and enforceable as an original.

Chris Gardner
Signature

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Hills of Minneola Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Cindy Cerbone is appointed Assistant Secretary.

SECTION 4. **Craig Wrathell** is appointed Treasurer.

Jeff Pinder is appointed Assistant Treasurer.

SECTION 5. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 25th day of October, 2021.

ATTEST:

**HILLS OF MINNEOLA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

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Assignment and Assumption
(Contract with Jr. Davis Construction Company, Inc. for Mass Grading)

This Assignment and Assumption (this "Assignment") is dated as of September 27, 2021, by and between JEN Florida 30, LLC, a Florida limited liability company ("Developer") and the Hills of Minneola Community Development District (the "District").

Background Information

The Developer entered into that certain agreement with Jr. Davis Construction Company, Inc., a Florida corporation ("Contractor") dated as of July 27, 2021, as amended, for the Mass Grading work (the "Contract"), a copy of which Contract and any amendments and change orders are attached as Composite Exhibit 1. The District has requested and Developer has agreed to assign to the District all of the Developer's rights and obligations with respect to the work related to the construction of public infrastructure contemplated by the Contract.

Now therefore for \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Background Information and Exhibit.** The foregoing Background Information is accurate and together with the exhibits attached hereto, the Background Information and exhibits are hereby incorporated into this Assignment for all purposes.
2. **Assignment of the Contract.** Developer hereby assigns to the District all of Developer's right, title, interest and obligations in, to and under the Contract with respect to the work remaining related to the Mass Grading contemplated thereby.
3. **Assumption of the Contract.** The District hereby accepts the assignment of the Contract and hereby agrees to assume all of the Contract obligations with respect to the work remaining related to the Mass Grading of public infrastructure contemplated thereby.
4. **Funding.** The District issued its \$5,890,000 Special Assessment Revenue Bonds, Series 2021 (the "Series 2021 Bonds") and generated construction funds that are anticipated to pay for a portion of the work in the Contract. In the event the proceeds of the Series 2021 Bonds are not sufficient to pay for all of the work in the Contract, the Developer executed a Funding and Completion Agreement dated August 24, 2021 to either provide the requisite funding to the District or to directly pay the Contractor in order to satisfy the terms of the Contract.
5. **Developer's Waiver of Bonds and Contractor's Ability to Lien Developer's Property.** Pursuant to the Contract the Developer waived payment and performance bonds for the work. The Developer hereby consents and acknowledges that to the extent the District does not have sufficient proceeds on hand and the Developer fails to provide the requisite funding to the District or to directly pay the Contractor for any shortfall, the Contractor shall have the right to lien the Developer's property located within the District.
6. **Consent to Assignment of Contract:** Contractor hereby consents to the assignment of the Contract to the District.
7. **Temporary Construction Easement and License.** Developer hereby grants the District and Contractor a temporary non-exclusive easement and license to enter upon Developer's property and perform the work set forth in the Contract, wherever such work is necessary or required. This temporary easement and license shall automatically terminate upon completion of the infrastructure improvements contemplated by the Contract.

8. **Retainage Amount Modification.** To conform to the requirements of Florida law, the Contract is amended as follows:

The District shall, not later than 45 days following the receipt of proper applications and certificates for payment, pay the Contractor the portion of the compensation properly allocable to labor, materials and equipment incorporated in the work for the period covered by the application for payment, less retainage of 5% and less the aggregate of previous payments made by the District, in accordance with Section 255.078, Florida Statutes.

9. **Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that it has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Assignment may be terminated by the District and the Developer shall once again assume all right, title, interest and obligations in, to and under the Contract with respect to the work remaining.

10. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that it 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 Assignment may be terminated by the District and the Developer shall once again assume all right, title, interest and obligations in, to and under the Contract with respect to the work remaining.

11. **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 Assignment, 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 Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Assignment and its obligations under the Contract as required by Section 448.095(2)(c), Florida Statutes and the Developer shall once again assume all right, title, interest and obligations in, to and under the Contract with respect to the work remaining.
 - 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.

12. **Public Records:** As required under Section 119.0701, Florida Statutes, the 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 contract 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT OR THIS ASSIGNMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT WRATHELL HUNT & ASSOCIATES, LLC, 2300 GLADES RD., SUITE 410-W, BOCA RATON, FL 33431.

13. **Insurance.** The Contractor shall deliver to the District proof of insurance required by the Contract and name the District as an "Additional Insured" under such policy.
14. **Indemnification.** Contractor hereby affirms the indemnification provisions of the Contract shall run to the District, as if the District were originally named as the indemnitee in that section, including the limitation provisions expressly stated therein. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law; that any subcontractor retained by the Contractor shall acknowledge the same in writing.
15. **Notice.** Where notice is required to be provided under the Contract, notice shall be deemed sent upon transmittal of the notice by U.S. Mail or email to the other party and shall be deemed received upon actual receipt by mail or email, whichever is first. The District's mailing address is listed below:

To the District: The Hills of Minneola Community Development District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Rd., Suite 410-W
Boca Raton, FL 33431
Attn: Craig Wrathell, District Manager
wratHELLC@whhassociates.com

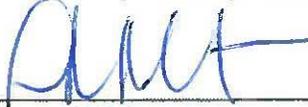
With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33607
Attn: Vivek K. Babbar, District Counsel
vbabbar@srvlegal.com

16. **Counterparts.** This Assignment 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.

**Signature Page of Assignment
(Mass Grading)**

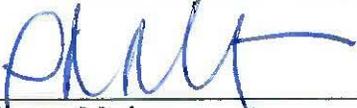
IN WITNESS WHEREOF the undersigned have executed this Assignment as of the date and year first written above.

**Hills of Minneola
Community Development District**



Denver Marlow
Vice-Chair of the Board of Supervisors

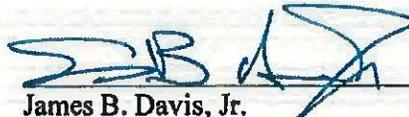
**JEN Florida 30, LLC
a Florida limited liability company**



Denver Marlow
Vice President

Consented to By:

**Jr. Davis Construction Company, Inc.
a Florida corporation**



James B. Davis, Jr.
President

Composite Exhibit 1

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (C-700, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (C-200, 2002 Edition) is also carefully interrelated with the language of this Agreement. Their usages is discussed in the Commentary on EJCDC Construction Documents. See also Guide to the Preparation of Supplementary (C-800, 2002 Edition).

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2715

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

Introduction

This Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Guide to the Preparation of Instructions to Bidders ("Instructions")(C-200, 2002 Edition) and with the Standard General Conditions of the Construction Contract ("General Conditions")(C-700, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. For guidance in the preparation of Supplementary Conditions and coordination with Instructions to Bidders, see Guide to the Preparation of Supplementary Conditions ("Supplementary Conditions")(C-800, 2002 Edition). See also Suggested Bid Form ("Bid Form") (C-410, 2002 Edition). The EJCDC has not prepared a suggested form of Advertisement or Invitation to Bid because such documents will vary widely to conform to statutory requirements.

This form and the other Bidding Documents prepared and issued by the EJCDC assume acceptance of the Project Manual concept of the Construction Specifications Institute which provides for an organizational format for location of all bound documentary information for a construction project, namely: Bidding Requirements (which term refers to the Advertisement or Invitation to Bid, the Instructions, and any Bid Form that may be suggested or prescribed, all of which provide information and guidance for all Bidders) and the Contract Documents (defined in Article 1 of the General Conditions), which include the Agreement, bonds and certificates, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications. The Bidding Requirements are not considered part of the Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive retyping. (The terms "Bidding Documents" and "Bidding Requirements" are defined in Article 1 of the General Conditions.) The Project Manual concept is explained in the Manual of Practice issued by the Construction Specifications Institute.

Suggested language is presented herein with "Notes to User" to assist in preparing the Agreement. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. The suggested language has been coordinated with the other standard forms produced by the EJCDC. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of language usage and make appropriate revisions in all affected documents.

Refer to the discussions in EJCDC's Recommended Competitive Bidding Procedures for Construction Projects ("Bidding Procedures") (No. 1910-9-D, 1987 Edition) (to be reissued in 2002) on the particular paragraphs of which frequent reference is made below.

For brevity, paragraphs of the Instructions to Bidders are referenced with the prefix "I," those of the Bid Form are referenced with the prefix "BF," and those of this Agreement are referenced with the prefix "A."

NOTES:

1. EJCDC publications may be ordered from:

NSPE headquarters
1420 King Street
Alexandria VA 22314-2715
703-684-2800
www.nspe.org

ASCE headquarters
1801 Alexander Bell Drive
Reston, VA 20191-4400
800-348-2723
www.asce.org

ACEC headquarters
1015 15th Street NW
Washington DC 20005
202-347-7474
www.acec.org

**EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT(STIPULATED PRICE)**

THIS AGREEMENT is by and between Jen Florida 30, LLC

(Owner) and Jr. Davis Construction Company, Inc.

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Clearing, excavation, embankment and storm drainage system

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Hills of Minneola PUD Area 2 Pod 8 Mass Grading

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Poulos & Bennett, LLC, 2602 E. Livingston St., Orlando, FL 32803

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed within 1,054 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions_Rev, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions_Rev within 1,096 days after the date when the Contract Times commence to run.

B. *Commencement of Contract Times; Notice to Proceed* - if a Notice to Proceed is given, Contract Times commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. If a Notice to Proceed is given, all permits must be in place by all permitting authorities, otherwise the Effective Date of the Notice to Proceed is the date all permits have been received. If a Notice to Proceed is not given; the Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or the day after all permits have been received, whichever is later. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions_Rev. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$0.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$0.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

Eight Million Nine Hundred Twenty-Four Thousand Nine Hundred Forty-Nine dollars and 48/100

(words)

8,924,948.48

(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions_Rev.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B: provided in Paragraph 11.03 of the General Conditions_Rev, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions_Rev. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions_Rev.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
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TOTAL OF ALL ESTIMATED PRICES _____ \$ _____
(words) (numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions_Rev. Applications for Payment will be processed by Engineer as provided in the General Conditions_Rev.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions_Rev (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions_Rev:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, the retainage will be reduced to one-half of the retainage theretofore withheld by owner, and subsequent monthly payment request to be reduced to 5% retainage withheld.

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions_Rev, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions_Rev shall bear interest at the rate of 6 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

E. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 2, inclusive).
2. Performance bond (pages N/A to _____, inclusive).
3. Payment bond (pages N/A to _____, inclusive).
4. Other bonds (pages N/A to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
5. Supplementary Conditions (pages _____ to _____, inclusive).
6. Addenda (numbers _____ to _____, inclusive).
7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 1 to 2, inclusive).
 - b. Schedule pages 1-2_____.

- c. General Conditions_Rev (pages 1 to 42, inclusive).
 - d. Drawings listed on attached sheet index.
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions_Rev.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions_Rev and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

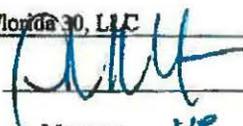
10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 01 . 27 (which is the Effective Date of the Agreement).

OWNER:

Jen Florida 30, LLC

By: 

Title: Manager VP

CORPORATE SEAL

CONTRACTOR:

Jr. Davis Construction Company, Inc.

By: 

Title: President

CORPORATE SEAL

HILLS OF MINNEOLA AREA 2 POD 8 MASS GRADE



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Tyson Snyder

Phone: 407-870-0066

Email: Tyson.Snyder@Jr-Davis.com

Quote To: Denver Marlow
Company: SunTerra Communities
Phone: 954-461-8847
Email: dmarlow@sunterracommunities.com

Proposal Date: 7/7/2021
Date of Plans: 3/1/2021
Received Date: 3/30/2021

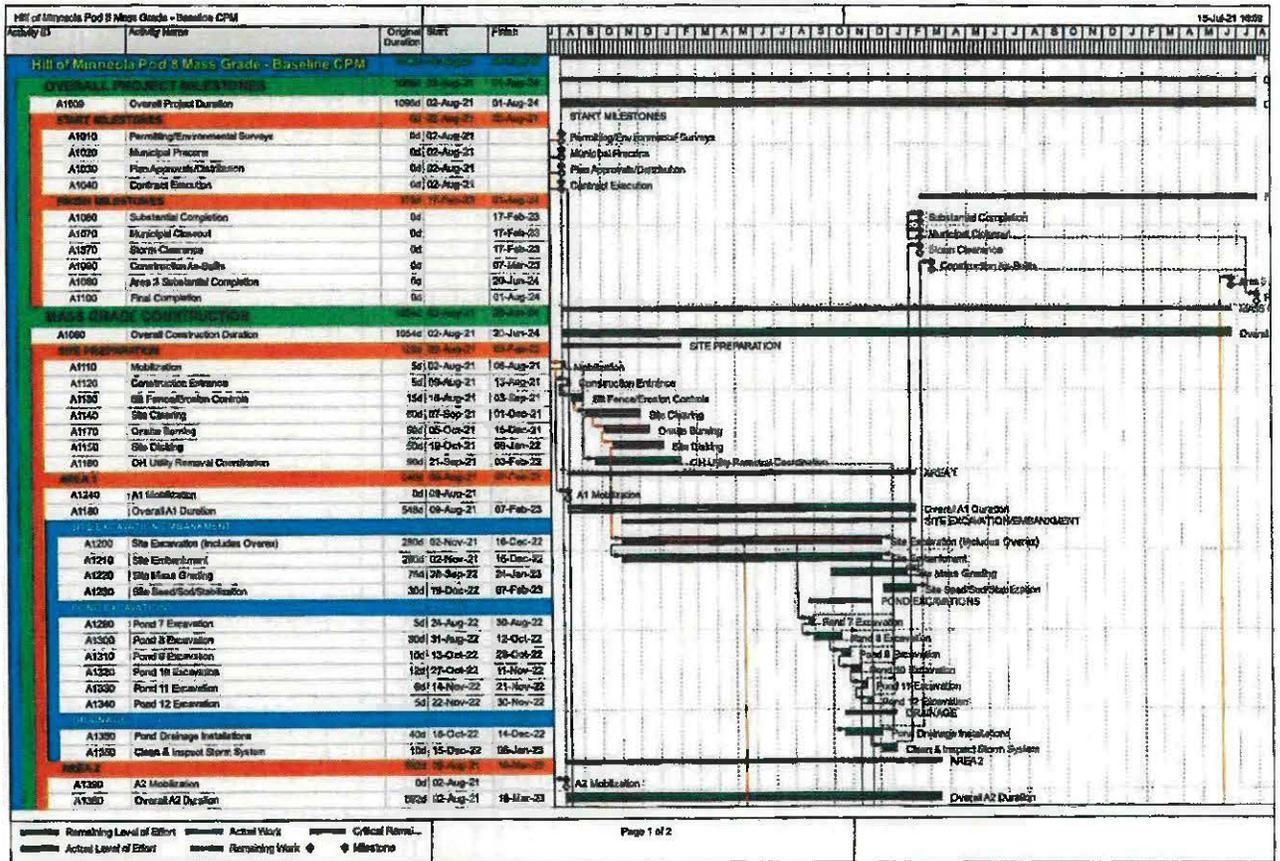
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GENERAL CONDITIONS					
100	Mobilization	1.00	LS	9,000.00	9,000.00
110	Construction Survey / Layout	1.00	LS	90,402.00	90,402.00
120	Certified Asbuilts	1.00	LS	7,800.00	7,800.00
130	Geotechnical Testing	1.00	LS	109,500.00	109,500.00
140	Maintenance of Traffic	1.00	LS	1,500.00	1,500.00
GENERAL CONDITIONS TOTAL					\$218,202.00
SITE PREPARATION					
200	Type III Silt Fence	8,385.00	LF	2.79	23,394.15
210	Double Row Type III Silt Fence	9,098.00	LF	5.90	53,678.20
220	Remove Existing Curb	95.00	LF	5.00	475.00
230	Remove Existing Trail	80.00	LF	9.50	760.00
240	Construction Entrance & Asphalt/Base Apron	1.00	EA	18,000.00	18,000.00
250	Clear, Grub, & Disk (Burn)	288.00	AC	3,500.00	1,008,000.00
260	Restore Entrance ROW	155.00	LF	116.00	17,980.00
SITE PREPARATION TOTAL					\$1,122,287.35
EARTHWORK					
1000	Site/Pond Excavation	2,845,553.00	CY	1.50	4,268,329.50
1005	Haul Road Maintenance	1.00	LS	130,000.00	130,000.00
1020	Stockpile Excess Fill	474,790.00	CY	0.10	47,479.00
1030	Embankment	1,920,028.00	CY	0.57	1,094,415.96
1035	Overexcavate Clay in Pond and Onsite	338,233.00	CY	1.69	571,613.77
1038	Embankment	388,968.00	CY	0.57	221,711.76
1040	Mass Grading	1,108,480.00	SY	0.22	243,865.60
1050	Grade Pond Slopes & Bottoms	212,416.00	SY	0.30	63,724.80
1060	Bahia Sod Pond Slopes	92,172.00	SY	2.88	265,455.36
1070	Bahia Sod Swale	2,144.00	SY	2.88	6,174.72
1080	Seed & Mulch Mass Grading	1,108,480.00	SY	0.22	243,865.60
1090	Seed & Mulch Dry Pond Bottom	120,246.00	SY	0.22	26,454.12
EARTHWORK TOTAL					\$7,183,090.19

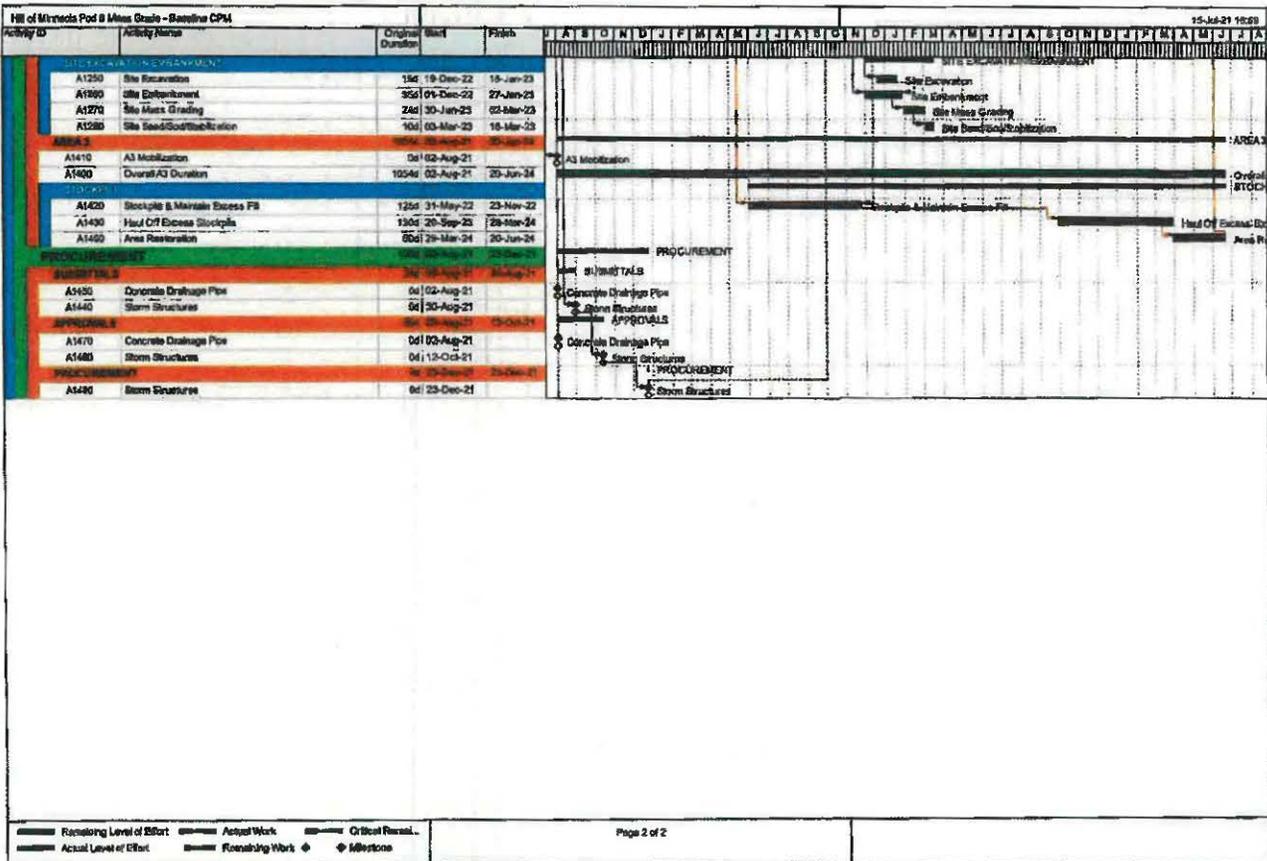
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
STORM DRAINAGE SYSTEM					
2020	24" RCP	346.00	LF	76.55	26,486.30
2040	36" RCP	123.00	LF	140.00	17,220.00
2042	42" RCP	148.00	LF	193.00	28,564.00
2044	60" RCP	824.00	LF	311.00	256,264.00
2070	24" RCP MES	3.00	EA	2,575.00	7,725.00
2090	36" RCP MES	3.00	EA	4,345.00	13,035.00
2092	42" RCP MES	2.00	EA	6,158.00	12,316.00
2094	60" RCP MES	10.00	EA	9,975.00	99,750.00
2098	Rip Rap	82.00	SY	121.00	9,922.00
2100	Storm Manhole	17.00	EA	8,900.00	151,300.00
2115	Type 'E' DBI	3.00	EA	4,582.00	13,746.00
2118	Overflow Weir	3.00	EA	5,013.88	15,041.64
STORM DRAINAGE SYSTEM TOTAL					\$651,369.94
5000	JDC Purchase of Fill	500,000.00	CY	-0.50	-250,000.00
GRAND TOTAL					\$8,924,949.48
7000	Unit Price Excavate, Haul & Embank @ School Site	1.00	CY	2.25	2.25

NOTES:

1. Proposal is based on all dewatering being discharged offsite.
2. Clearing and grading for stockpile, if outside of current site limits, is not included.
3. Well capping or abandonment, if any, not included.
4. Did not bid mass grade to lot block grades
5. Earthwork is based on mass grade contours on plans dated 3/1/2021
6. No tree protection, tree saves or tree locations included
7. All trees on site have been cleared and grubbed on site and burned on site
8. The excess fill will be stockpiled on the southern portion of the project
9. Soils report dated 10/30/2020 used for bid

Exhibit B





Construction Plans for Hills of Minneola PUD Area 2 Pod 8 Mass Grading City of Minneola, Florida

EXHIBIT D

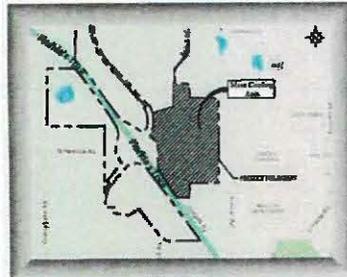
NOTICE TO CONTRACTORS
 The City of Minneola, Florida, is seeking proposals for the construction of the Hills of Minneola PUD Area 2 Pod 8 Mass Grading project. The project is located in the Hills of Minneola PUD, Area 2, Pod 8, in the City of Minneola, Florida. The project consists of approximately 100 acres of land to be graded and prepared for construction. The estimated value of the project is \$10,000,000.00. The project is to be completed within 12 months of the start date. The City of Minneola, Florida, reserves the right to accept or reject any or all proposals and to award the contract to the proposer deemed to be the most qualified. The City of Minneola, Florida, also reserves the right to cancel the project at any time without notice. The City of Minneola, Florida, is not responsible for the accuracy of the information provided in this notice. The City of Minneola, Florida, is not responsible for the accuracy of the information provided in this notice. The City of Minneola, Florida, is not responsible for the accuracy of the information provided in this notice.

Parcel Id. No.:
33-21-26-0003-000-07100

Sheet ID	Sheet Title	Scale
CS01	General Notes	1" = 10'
CS10	Existing Conditions - Utility & Paved/Gravel	1" = 10'
CS11	Existing Conditions - Topography & PLUCKING	1" = 10'
CS12	Construction Plan	1" = 10'
CS13	Drainage/Storm Control Plan	1" = 10'
CS14	Grading & Driveway Plan	1" = 10'
CS15	Grading Section & Cross-Section Details	1" = 10'

Set **Revision**
 1/17/2009 Submit to City of Minneola, 5/20/09
 2/2/2011 Submit to City of Minneola, 5/20/10

Owner/Developer/Applicant:
 Jon Florida 30, LLC
 1750 W. Broadway St., Suite 111
 Oviedo, FL 32765



Site Map
Date: 1/17/2009

City Engineer
Poulos & Bennis, LLC
 300 E. Livingston St.
 Orlando, FL 32801
 407.477.2204

Inspection
Bio-Tech
 320 East South Street
 Oviedo, Florida 32765
 407.874.3563

Survey
Allen & Company
 51 East New Street
 Winter Garden, FL 34787
 407.648.2300

Survey
LPO Urban & Regional Planners
 1141 Orange Avenue
 Lake Wales, FL 33857
 888.363.1140

Geotechnical Engineer
Universal Engineering Sciences
 1133 Maple Road
 Orlando, FL 32814
 407.421.6304

Traffic Engineer
Traffic & Mobility Consultants
 250 Jackson Blvd.
 Orlando, FL 32801
 407.239.5370



POULOS & BENNIS, LLC
 300 E. Livingston St., Orlando, FL 32801
 Tel: 407.477.2204 www.poulosandbennis.com
 Reg. No. 12072 2007
 Public Job No. 17-135

Construction Plans for Hills of Minneola PUD - Area 2 Pod 8 Mass Grading

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

8

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2021**

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021**

	General Fund	Debt Service Fund 2020	Debt Service Fund 2021	Capital Projects Fund 2020	Capital Projects Fund 2021	Total Governmental Funds
ASSETS						
Cash	\$ 5,795	\$ -	\$ -	\$ -	\$ -	\$ 5,795
Investments						
Revenue	-	21,011	-	-	-	21,011
Reserve	-	1,338,413	163,596	-	-	1,502,009
Capitalized interest	-	4	140,347	-	-	140,351
Construction	-	-	-	5,865,029	5,434,851	11,299,880
Cost of issuance	-	-	88,025	-	-	88,025
Undeposited funds	-	14,799	-	-	-	14,799
Due from Landowner	22,118	-	-	-	-	22,118
Due from Meritage Homes	3,949	-	-	-	-	3,949
Utility deposit	20	-	-	-	-	20
Prepaid expense	5,175	-	-	-	-	5,175
Total assets	<u>\$ 37,057</u>	<u>\$1,374,227</u>	<u>\$391,968</u>	<u>\$5,865,029</u>	<u>\$5,434,851</u>	<u>\$13,103,132</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable off-site	\$ 24,459	\$ -	\$ -	\$ -	\$ -	\$ 24,459
Accounts payable on-site	1,904	-	-	-	-	1,904
Contracts payable	-	-	-	206,217	-	206,217
Retainage payable	-	-	-	18,137	-	18,137
Due to Landowner	-	12,478	-	3,084	-	15,562
Landowner advance	5,500	-	-	-	-	5,500
Total liabilities	<u>31,863</u>	<u>12,478</u>	<u>-</u>	<u>227,438</u>	<u>-</u>	<u>271,779</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	26,067	-	-	-	-	26,067
Total deferred inflows of resources	<u>26,067</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>26,067</u>
Fund balances:						
Restricted for:						
Debt service	-	1,361,749	391,968	-	-	1,753,717
Capital projects	-	-	-	5,637,591	5,434,851	11,072,442
Unassigned	(20,873)	-	-	-	-	(20,873)
Total fund balances	<u>(20,873)</u>	<u>1,361,749</u>	<u>391,968</u>	<u>5,637,591</u>	<u>5,434,851</u>	<u>12,805,286</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 37,057</u>	<u>\$1,374,227</u>	<u>\$391,968</u>	<u>\$5,865,029</u>	<u>\$5,434,851</u>	<u>\$13,103,132</u>

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 6,401	\$ 61,934	\$ 166,590	37%
Total revenues	<u>6,401</u>	<u>61,934</u>	<u>166,590</u>	37%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	48,000	48,000	100%
Legal - general counsel	1,123	5,042	15,000	34%
Engineering	-	-	7,500	0%
Audit	-	4,400	4,700	94%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	1,000	1,000	100%
Trustee	-	4,031	5,500	73%
Telephone	17	200	200	100%
Postage	-	64	50	128%
Printing & binding	4	50	50	100%
Legal advertising	-	533	1,500	36%
Annual district filing fee	-	175	175	100%
Insurance: GL & POL	-	5,000	5,500	91%
Contingencies	40	943	750	126%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	199	210	95%
Total professional & administrative	<u>5,267</u>	<u>70,342</u>	<u>91,590</u>	77%
Field operations and maintenance				
Street lights	4,071	10,420	-	N/A
Field operations, maintenance & repairs	-	-	75,000	0%
Total field operations & maintenance	<u>4,071</u>	<u>10,420</u>	<u>75,000</u>	14%
Total expenditures	<u>9,338</u>	<u>80,762</u>	<u>166,590</u>	48%
Excess/(deficiency) of revenues over/(under) expenditures	(2,937)	(18,828)	-	
Fund balances - beginning	(17,936)	(2,045)	-	
Fund balances - ending	<u>\$ (20,873)</u>	<u>\$ (20,873)</u>	<u>\$ -</u>	

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 893,283	\$ 1,338,413	67%
Assessment prepayments	14,799	32,713	-	N/A
Interest	8	87	-	N/A
Total revenues	<u>14,807</u>	<u>926,083</u>	<u>1,338,413</u>	69%
EXPENDITURES				
Debt service				
Principal	-	440,000	440,000	100%
Interest	-	680,284	680,283	100%
Total debt service	<u>-</u>	<u>1,120,284</u>	<u>1,120,283</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	14,807	(194,201)	218,130	-89%
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(8)</u>	<u>(1,832)</u>	<u>-</u>	N/A
Total other financing sources	<u>(8)</u>	<u>(1,832)</u>	<u>-</u>	N/A
Net change in fund balances	14,799	(196,033)	218,130	
Fund balances - beginning	1,346,950	1,557,782	1,566,503	
Fund balances - ending	<u>\$ 1,361,749</u>	<u>\$ 1,361,749</u>	<u>\$ 1,784,633</u>	

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 1	\$ 1
Total revenues	<u>1</u>	<u>1</u>
 EXPENDITURES		
Debt service		
Cost of issuance	-	87,100
Total debt service	<u>-</u>	<u>87,100</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 1	 (87,099)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	596,867
Underwriter's discount	-	(117,800)
Total other financing sources	<u>-</u>	<u>479,067</u>
 Net change in fund balances	 1	 391,968
Fund balances - beginning	391,967	-
Fund balances - ending	<u>\$ 391,968</u>	<u>\$ 391,968</u>

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 31	\$ 500
Total revenues	<u>31</u>	<u>500</u>
EXPENDITURES		
Capital outlay	<u>101,764</u>	<u>3,341,300</u>
Total expenditures	<u>101,764</u>	<u>3,341,300</u>
Excess/(deficiency) of revenues over/(under) expenditures	(101,733)	(3,340,800)
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>8</u>	<u>1,832</u>
Total other financing sources/(uses)	<u>8</u>	<u>1,832</u>
Net change in fund balances	(101,725)	(3,338,968)
Fund balances - beginning	<u>5,739,316</u>	<u>8,976,559</u>
Fund balances - ending	<u><u>\$ 5,637,591</u></u>	<u><u>\$ 5,637,591</u></u>

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7	\$ 7
Total revenues	7	7
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	7	7
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	5,434,844
Total other financing sources/(uses)	-	5,434,844
Net change in fund balances	7	5,434,851
Fund balances - beginning	5,434,844	-
Fund balances - ending	\$ 5,434,851	\$ 5,434,851

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

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**MINUTES OF MEETING
HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Hills of Minneola Community Development District held a Public Hearing and a Regular Meeting on August 23, 2021 at 1:00 p.m., at the City of Minneola City Hall, 800 N. U.S. Highway 27, Minneola, Florida 34715.

Present were:

Richard Jerman	Chair
Denver Marlow	Vice Chair
James Dunn	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC
Daniel Rom (via telephone)	Wrathell, Hunt and Associates, LLC
Michal Szymonowicz (via telephone)	Wrathell, Hunt and Associates, LLC
Vivek Babbar (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 1:00 p.m. Supervisors Jerman, Marlow, and Dunn were present. Supervisors Schott and Gardner were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

37 **B. Consideration of Resolution 2021-07, Adopting a Budget for the Fiscal Year Beginning**
38 **October 1, 2021, and Ending September 30, 2022; Approving the Form of Budget**
39 **Funding Agreements; and Providing an Effective Date**

40 Ms. Cerbone reviewed the proposed Fiscal Year 2022 budget. No changes were made
41 since the last meeting.

42 Mr. Jerman stated that Sun Terra – North was replaced by Pulte. Ms. Cerbone stated
43 Management would make the adjustment and set up a partial funding agreement with Pulte.

44 Mr. Jerman asked for an explanation of the calculations of the “Number of Units” versus
45 the “Admin Developer Contribution” on Page 2 of the budget. Mr. Szymonowicz stated the
46 numbers were based on front footage. Mr. Jerman disagreed with the calculations and voiced
47 his opinion that there is no debt on “SunTerra - North” and the administrative portion should
48 be based on the number of units and not by front footage.

49 Mr. Babbar stated the Fiscal Year 2022 budget could be approved today, subject to
50 reallocation and further review, and the funding agreements are only approved in substantial
51 form and could be amended as-needed.

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53 **On MOTION by Mr. Marlow and seconded by Mr. Dunn, with all in favor, the**
54 **Public Hearing was opened.**

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No members of the public spoke.

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59 **On MOTION by Mr. Jerman and seconded by Mr. Marlow, with all in favor, the**
60 **Public Hearing was closed.**

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63 Ms. Cerbone presented Resolution 2021-07. The following adjustments were made:

- 64 ➤ Page 2: Change “SunTerra – North” to “Pulte”
65 ➤ “Professional & administrative” fees: Base on the number of units.
66 ➤ “Field Operations”: Base on front footage, with Pulte not contributing for Fiscal Year
67 2021/2022.

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On MOTION by Mr. Marlow, and seconded by Mr. Dunn, with all in favor, Resolution 2021-07, Adopting a Budget for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022, as amended; Approving the Form of Budget Funding Agreements, in substantial form; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2021-08, Imposing Annually Recurring Operations and Maintenance Non-Ad Valorem Special Assessments; Providing for Collection and Enforcement of All District Special Assessments; Certifying an Assessment Roll; Providing for Amendment of the Assessment Roll; Providing for Challenges and Procedural Irregularities; Approving the Form of a Budget Funding Agreement; Providing for Severability; Providing for an Effective Date

Ms. Cerbone presented Resolution 2021-08 and read the title. She noted the following:

- There will be no on-roll assessments for Fiscal Year 2022.
- There is an off-roll assessment solely for debt related to the Series 2020 bonds.
- Funding agreements would be handled in substantial form.

On MOTION by Mr. Marlow and seconded by Mr. Dunn, with all in favor, Resolution 2021-08, Imposing Annually Recurring Operations and Maintenance Non-Ad Valorem Special Assessments; Providing for Collection and Enforcement of All District Special Assessments; Certifying an Assessment Roll; Providing for Amendment of the Assessment Roll; Providing for Challenges and Procedural Irregularities; Approving the Form of a Budget Funding Agreement; Providing for Severability; Providing for an Effective Date, in substantial form, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-09, Setting Forth the Final Terms of the Special Assessments Which Secure the Series 2021 Bonds; Adopting a Final Supplemental Special Assessment Methodology Report;

and Providing for Severability, Conflicts and an Effective Date

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Ms. Cerbone presented Resolution 2021-09 and read the title. She discussed the financing program, on Pages 5 and 6, and the debt distribution, on Pages 16 and 17, of the Final Second Supplemental Special Assessment Methodology Report for the South Parcel Assessment Area Project, dated August 4, 2021.

On MOTION by Mr. Jerman and seconded by Mr. Marlow, with all in favor, Resolution 2021-09, Setting Forth the Final Terms of the Special Assessments Which Secure the Series 2021 Bonds; Adopting a Final Supplemental Special Assessment Methodology Report; and Providing for Severability, Conflicts and an Effective Date, was adopted.

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SIXTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of July 31, 2021**

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Ms. Cerbone presented the Unaudited Financial Statements as of July 31, 2021.

On MOTION by Mr. Jerman and seconded by Mr. Marlow, with all in favor, the Unaudited Financial Statements as of July 31, 2021, were accepted.

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SEVENTH ORDER OF BUSINESS **Approval of June 28, 2021 Regular Meeting Minutes**

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Ms. Cerbone presented the June 28, 2021 Regular Meeting Minutes.

On MOTION by Mr. Marlow and seconded by Mr. Dunn, with all in favor, the June 28, 2021 Regular Meeting Minutes, as presented, were approved.

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EIGHTH ORDER OF BUSINESS **Staff Reports**

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A. District Counsel: *Straley Robin Vericker*

Mr. Jerman thanked Mr. Babbar for his work on the 2020 bond issuance.

B. District Engineer: *Poulos & Bennett, LLC*

147 There was no report.

148 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

149 Ms. Cerbone asked for authorization for CDD Staff, including Mr. Mark Hills, to work on
150 a request for proposals (RFP) for landscape and maintenance services. Mr. Jerman asked Staff
151 to include irrigation maintenance in the RFP. Mr. Marlow agreed to be the point person to
152 coordinate with CDD Staff on the RFP.

153

154 **On MOTION by Mr. Jerman and seconded by Mr. Dunn, with all in favor,**
155 **authorizing CDD Staff to proceed with an RFP for landscape and irrigation**
156 **maintenance services, was approved.**

157

158

159 **I. 0 Registered Voters in District as of April 15, 2021**

160 There were zero registered voters residing within the District as of April 15, 2021.

161 **II. NEXT MEETING DATE: September 27, 2021 at 1:00 PM**

162 **o QUORUM CHECK**

163 The next meeting will be held on September 27, 2021, unless cancelled.

164

165 **NINTH ORDER OF BUSINESS**

Board Members' Comments/Requests

166

167 Mr. Jerman asked if there was anything left to do in relation to the 2021 bond issuance.

168 Mr. Babbar stated everything was in place for the bond closing tomorrow morning.

169

170 **TENTH ORDER OF BUSINESS**

Public Comments

171

172 There were no public comments.

173

174 **ELEVENTH ORDER OF BUSINESS**

Adjournment

175

176 There being nothing further to discuss, the meeting adjourned.

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178 **On MOTION by Mr. Jerman and seconded by Mr. Dunn, with all in favor, the**
179 **meeting adjourned at 1:25 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

10C

HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 25, 2021	Regular Meeting	1:00 PM
November 2, 2021	Landowners' Meeting	1:00 PM
<i>Hampton Inn & Suites by Hilton, 2200 E Hwy 50, Clermont, Florida 34711</i>		
November 22, 2021	Regular Meeting	1:00 PM
January 24, 2022	Regular Meeting	1:00 PM
February 28, 2022	Regular Meeting	1:00 PM
March 28, 2022	Regular Meeting	1:00 PM
April 25, 2022	Regular Meeting	1:00 PM
May 23, 2022	Regular Meeting	1:00 PM
June 27, 2022	Regular Meeting	1:00 PM
July 25, 2022	Regular Meeting	1:00 PM
August 22, 2022	Public Hearing & Regular Meeting	1:00 PM
September 26, 2022	Regular Meeting	1:00 PM