

**HILLS OF MINNEOLA  
COMMUNITY DEVELOPMENT  
DISTRICT**

**March 25, 2024**

**BOARD OF SUPERVISORS  
REGULAR  
MEETING AGENDA**

# **HILLS OF MINNEOLA**

**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

March 18, 2024

### ATTENDEES:

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

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 March 25, 2024 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. Consideration of Resolution 2024-01, Designating a Date, Time, and Location for Landowners' Meeting of the District, and Providing for an Effective Date
4. Update: Required Ethics Training/Disclosure Filing
  - Sample Form 1/Filing Instructions
5. Ratification Items
  - A. Requests for Transfer of Environmental Resource Permits to the Perpetual Operation and Maintenance Entity
    - I. Pod 7 Phase 2
    - II. Pod 8 Phase 3
  - B. Assignment of Lighting Services with Agreement Duke Energy One, Inc.
  - C. Bill of Sale, CDD to City of Minneola, Del Webb Hills of Minneola Phase 1
  - D. Bill of Sale and Assignment of Work Product [Pulte Home Company, LLC]
6. Consideration of Resolution 2024-02, Authorizing a Petition to Amend the Boundaries of the Hills of Minneola Community Development District
7. Acceptance of Unaudited Financial Statements as of February 29, 2024
8. Approval of August 28, 2023 Public Hearings and 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*
  - NEXT MEETING DATE: April 22, 2024 at 1:00 PM
    - QUORUM CHECK

SEAT 1	MATTHEW WHITE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	DANIEL EDWARDS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	JAMES DUNN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	RICHARD JERMAN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	MAX PERLMAN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

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.

Sincerely,



Daniel Rom  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 528 064 2804**

# **HILLS OF MINNEOLA**

**COMMUNITY DEVELOPMENT DISTRICT**

**3**

## RESOLUTION 2024-01

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Hills of Minneola Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Minneola in Lake County, Florida; and

**WHEREAS**, the District's Board of Supervisors ("Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of the Ordinance creating the District (the "Ordinance") is July 2, 2019; and

**WHEREAS**, the members of the first board elected by landowners shall serve their respective four (4)-year or two (2)-year terms; however, the District is statutorily required to the next election by landowners on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

**SECTION 1.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the \_\_\_\_ day of November, 2024 at 1:00 p.m., at the City of Minneola City Hall, 800 N US Hwy 27, Minneola, Florida 34715.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting and election in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held the 25th day of March, 2024. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

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

**PASSED AND ADOPTED** this 25<sup>th</sup> day of March, 2024.

ATTEST:

**HILLS OF MINNEOLA COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**EXHIBIT A**



**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF  
HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within the Hills of Minneola Community Development District in Lake County, Florida advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November \_\_\_\_, 2024  
TIME: 1:00 pm  
PLACE: City of Minneola City Hall  
800 N US Hwy 27  
Minneola, Florida 34715

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, 33431, (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person nominated for the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowner's meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager  
Hills of Minneola Community Development District  
Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

**PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT**

## HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

### INSTRUCTIONS RELATING TO LANDOWNERS' MEETING FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING: **November \_\_, 2024**

TIME: **1:00 PM**

LOCATION: **City of Minneola City Hall  
800 N US Hwy 27  
Minneola, Florida 34715**

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. **Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.**

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The remaining candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT  
LAKE COUNTY, FLORIDA  
LANDOWNERS' MEETING - November \_\_, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Hills of Minneola Community Development District to be held at the City of Minneola City Hall, 800 N US Hwy 27, Minneola, Florida 34715 on November \_\_, 2024 at 1:00 pm, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]*

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT**  
**LAKE COUNTY, FLORIDA**  
**LANDOWNERS' MEETING - NOVEMBER \_\_\_\_, 2024**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the remaining candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Hills of Minneola Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

*[Insert the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]*

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
3		

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

Signed: \_\_\_\_\_

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

# **HILLS OF MINNEOLA**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

## MEMORANDUM

**To:** District Board of Supervisors

**From:** Gregory L. Urbancic, Esq.  
Meagan E. Magaldi, Esq.

**Re:** New Ethics Training Requirements Effective January 1, 2024

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Pursuant to Section 112.3142, *Florida Statutes*, beginning January 1, 2024, all Supervisors of a community development district organized and existing under the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, will be required to complete four (4) hours of ethics training each calendar year (“Ethics Training”). The four (4) hours of Ethics Training shall be allocated amongst the following categories: two (2) hours of ethics law, one (1) hour of Sunshine law, and one (1) hour of Public Records law. Supervisors will report their 2024 training when they fill out their Form 1 (Statement of Financial Interests) for the 2025 year by checking a box confirming that they have completed the annual Ethics Training.

The Ethics Training may be completed online, or at a continuing legal education class or other continuing professional education class, seminar, or presentation, provided the required subject matter is covered. It is highly recommended that you keep a record of all trainings, classes, seminars, and/or presentations completed or attended which are used to satisfy the Ethics Training requirements. This record may include date and time of completion. At this time, there is no requirement to submit a certificate of completion of the Ethics Training. However, the Florida Commission on Ethics (“COE”) advises that Supervisors maintain a record in the event they are asked to provide proof of completion of the Ethics Training. Please note that the four (4) hours of the Ethics Training do not have to be completed all at once.

The COE has compiled a list of resources on their website, a link to which can be found below. We recommend that you review the COE website. The COE website has several free online resources and links to resources that Supervisors might find helpful, including free training for the two (2) hour ethics portion and links to outside trainings which can be used to satisfy the other categories of the Ethics Training. For your convenience, links to the trainings provided by the COE and the outside trainings referenced on the COE website are listed below.

1. **General Resource: Florida Commission on Ethics** - [Training - Ethics \(state.fl.us\)](https://www.state.fl.us/coe/training-ethics)
2. **Free Training Programs:**
  - a. **Ethics law** - The COE provides several free training videos (audio/visual or audio only) covering specific ethics law topics. Please note that two “hours” in the category of ethics law are required annually. Pursuant to CEO 13-15, “hours” may be measured in fifty (50) minute increments so you should ensure you satisfactorily complete sufficient programs to satisfy the two-hour ethics requirement if choosing a combination of training videos listed below.

- State Ethics Laws for Constitutional Officers & Elected Municipal Officers  
[Video Tutorial](#)
  - Business and Employment Conflicts and Post-Public-Service Restriction  
[Video Tutorial](#)
  - Financial Disclosure - Form 1  
[Video Tutorial](#)
  - Gifts  
[Video Tutorial](#)
  - Voting Conflicts - Local Officers  
[Video Tutorial](#)
- b. **Sunshine law and Public Records law** - The Office of the Attorney General offers a free two-hour online course (audio only) which satisfies both the one-hour Sunshine law and one-hour Public Records law portions of the annual training requirement.
- [Video Tutorial](#)

### 3. Other Training Programs

- a. Florida State University's Florida Institute of Government offers a "4-Hour Ethics Course" which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. The registration fee is \$79.00.
- [4-Hour Ethics Course](#)
- b. The Florida Bar offers a course titled "Sunshine Law, Public Records and Ethics for Public Officers and Public Employees" which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. The registration fee is \$325.00. Please note that this course exceeds the four-hour requirement (duration is 5 hours, 18 minutes), is significantly more expensive than the other options, and the material is tailored for attorneys.
- [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#)
- c. Other training options will likely be added over time by other education organizations.

If you have any questions regarding this new law, or need any additional assistance with locating resources or classes to satisfy any portion of the Ethics Training, please contact the District Manager, or myself.

# 2023 Form 1 - Statement of Financial Interests

## General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

## AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

## Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

## Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500). (Major sources of income to the reporting person)  
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity



**Secondary Sources of Income**

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

**Real Property**

REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Location/Description

**Intangible Personal Property**

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000) (If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

2023 Form 1 - Statement of Financial Interests

**Liabilities**

LIABILITIES (Major debts valued over \$10,000):  
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

**Interests in Specified Businesses**

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)  
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

**Training**

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

E-FILED SAMPLE

**Signature of Filer**

Digitally signed:

**Filed with COE:**

**E-FILING SAMPLE**

# 2023 Form 1 - Statement of Financial Interests

Filed with COE: 01/05/2024

## General Information

Name: Mr Thomas Dean Zimmerman

Address: 6233 Dolostone Drive, Lakeland, FL 33811

PID 305031

County: Polk

## AGENCY INFORMATION

Organization	Suborganization	Title
Towne Park Community Development District	Board of Supervisors	Assistant Secretary

## Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

## Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)  
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity
DFAS	8899 E 56th Street, Indianapolis, IN	Military Retired Pay
Social Security Administration	550 Commerce Dr., Lakeland FL 33813	Social Security Retired Pay

**Secondary Sources of Income**

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source
N/A			

**Real Property**

REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Location/Description
N/A

**Intangible Personal Property**

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000) (If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates
Mutual Funds	Edward Jones
401K	General Dynamics Information Technology

**Liabilities**

LIABILITIES (Major debts valued over \$10,000):  
 (If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor
Lakeview Flagstar Bank	PO Box 619063, Dallas, TX 75261-9063

**Interests in Specified Businesses**

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)  
 (If you have nothing to report, write "none" or "n/a")

Business Entity # 1
N/A

**Training**

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

**Signature of Filer**

***Thomas Dean Zimmerman***

Digitally signed: 01/05/2024

Filed with COE: 01/05/2024

# 2023 Form 1 Instructions Statement of Financial Interests

## Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

## When To File:

**Initially**, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter**, file by July 1 following each calendar year in which they hold their positions.

**Finally**, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

## Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.



8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

**ATTACHMENTS:** A filer may include and submit attachments or other supporting documentation when filing disclosure.

**PUBLIC RECORD:** The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

**QUESTIONS** about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

## Instructions for Completing Form 1

### Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

## Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

## Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

### **Interests in Specified Businesses**

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

### **Training Certification**

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

# **HILLS OF MINNEOLA**

**COMMUNITY DEVELOPMENT DISTRICT**

# **5A1**

# Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: 145220-15      Application No(s): \_\_\_\_\_

Project Name: Villages at Minneola Hills Area 2 Pod 7 Phase 2      Phase (if applicable): \_\_\_\_\_

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: _____ Signature of Permittee Starlight Homes of Florida, LLC Company Name 407-708-0171/ tina.lee@ashtonwoods.com Phone/email address	Dan Fitzpatrick, Division President/Auth. Representative Name and Title 1064 Greenwood Blvd, Ste 124 Company Address Lake Mary, Florida 32746 City, State, Zip
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B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____ Signature of Representative of O&M Entity Daniel Rom, District Manager Name and Title romd@whhassociates.com Email Address 561-571-0010 Phone	The Hills of Minneola CDD The Minneola Community Development District Name of Entity for O&M 2300 Glades Road, Suite 410W Address Boca Raton, Florida 33431 City, State, Zip _____ Date
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Enclosed are the following documents, as applicable:

- Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- Copy of all recorded plats
- Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- Copy of filed articles of incorporation (if filed before 1995)
- A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



# **HILLS OF MINNEOLA**

**COMMUNITY DEVELOPMENT DISTRICT**

**5A11**


# Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.

Permit No.: 145220-35      Application No(s): \_\_\_\_\_

Project Name: Villages at Minneola Hills Area 2 Pod 8 Phase 3      Phase (if applicable): N/A

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: <u></u> <b>Signature of Permittee</b>  <u>JEN Florida 49, LLC</u> <b>Company Name</b>  <u>Shawn.Kozera@dreamfindershomes.com</u> <b>Phone/email address</b>	<u>Dan Edwards, Vice President</u> <b>Name and Title</b>  <u>1750 W Broadway Street, Ste 111</u> <b>Company Address</b>  <u>Oviedo, FL 32765</u> <b>City, State, Zip</b>
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B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____ <b>Signature of Representative of O&amp;M Entity</b> <u>Daniel Rom, District Manager</u> <b>Name and Title</b> <u>romd@whhassociates.com</u> <b>Email Address</b> <u>561-571-0010</u> <b>Phone</b>	<u>Hills of Minneola Community Development District</u> <b>Name of Entity for O&amp;M</b> <u>2300 Glades Road, Suite 410W</u> <b>Address</b> <u>Boca Raton, FL 33431</u> <b>City, State, Zip</b> <u>2.12.2024</u> <b>Date</b>
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- Enclosed are the following documents, as applicable:
- Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
  - Copy of all recorded plats
  - Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
  - Copy of filed articles of incorporation (if filed before 1995)
  - A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



# **HILLS OF MINNEOLA**

**COMMUNITY DEVELOPMENT DISTRICT**

# **5B**



## Assignment of Lighting Services Agreement 23003DE1F

**This Assignment** is entered into as of February 9, 2024, by and between **Dream Finders Homes LLC**, a Florida corporation having a physical address at 8529 Southpark Circle, Suite 130, Orlando, FL 32819 (“Assignor”), and **Hills of Minneola Community Development District** (“Assignee”).

**Whereas**, Assignor entered into a Lighting Service Agreement with Duke Energy One, Inc. dated April 2, 2023; and

**Whereas**, this assignment shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto.

**In Witness Whereof**, the parties have executed this Assignment as of the date first written above.

**ASSIGNOR:**

**Dream Finders Homes, LLC**

By: DocuSigned by:  
Steven Thorp  
(type/print) ED13CF696D8191 Steven Thorp  
Title: Land Entitlement Manager

**ASSIGNEE:**

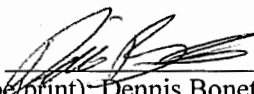
**Hills of Minneola CDD**

By: DocuSigned by:  
Richard Jerman  
(type/print) Richard Jerman  
Title: Chairman

**Consent to Assignment**

The undersigned, being the recipient of services under the Agreement and a party thereto, hereby acknowledges and consents to the foregoing Assignment by Assignor of the Agreement and the Assumption by Assignee of Assignor’s duties and obligations under the Contract.

**Duke Energy One, Inc.**

By:   
(type/print): Dennis Bonet  
Title: Manager, Outdoor Lighting Sales



# Lighting Proposal

DE1 Contact: Gerald Rooks

Project Number 23003DE1F

Address: 3300 Exchange Place Lake Mary, FL 32746

Phone: (407) 754-7114 <DEOneFLSL@duke-energy.com>

April 4, 2023

Billing Address	
Customer	Dream Finders Homes LLC
Address	8529 Southpark Circle, Suite 130
	Orlando, FL 32819
Contact	Jason Good
Phone	(888) 208-0483
Email	jason.good@dreamfindershomes.com

Work Site Address	
Site Name	Hills of Minneola PH3
Address	Hancock Rd/Keystone Pass Blvd
	Minneola, FL 34755

Project Scope
Furnish and install 54W Open Town & Country Dark Sky Compliant LED Light Fixtures including photocells at 12' mounting height (16' OAL black aluminum poles)
Furnish and install conduit and conductors to electric meter locations

Proposed Inventory	
Quantity	Description
44	54W Open Town & Country Dark Sky Compliant LED (44 type III / 4 type IV) 3000K CCT + Photocell
44	16' OAL black aluminum direct bury pole

Pricing			
CIAC (due upon acceptance)	Monthly Fee	Maintenance	Contract Term
\$15,000	\$1,752	included	240 months


In order to proceed with this proposed lighting construction we require an authorized signature on this document and any subsequent documents associated with this project. Do not remit payment with this form. Please return the signed documents via email or post to the Duke Energy contact listed above.

**All pricing is valid for thirty (30) days from the date of the proposal and subject to reconfirmation at time of award**

Duke Energy will call for locate of all public facilities. Any customer-owned utilities would need to be located and marked at customer expense

*Thank you for your lighting request. We look forward to working with you on this project.*

Authorized Signature \_\_\_\_\_

DocuSigned by:  
  
 E8130B8E55964C4...

Date \_\_\_\_\_

5/4/2023

Rev (04/22/20)

## Lighting Services Agreement

**THIS LIGHTING SERVICES AGREEMENT** (“Agreement”) is entered into this 4th day of April, 2023 (the “Effective Date”) between **Duke Energy One, Inc.**, a Delaware corporation, having a physical address at 3300 Exchange Place, Lake Mary, FL 32746 and **Dream Finders Homes LLC**, a Florida corporation having a physical address at 8529 Southpark Circle, Suite 130, Orlando, FL 32819. Duke and Customer are hereinafter each referred to as a “Party” and collectively as the “Parties.”

**WHEREAS**, Customer desires for Duke to provide lighting equipment and services as a managed service (“Services”) to Customer at one or more of its locations (each a “Site”) as defined and set forth in the applicable Exhibits which shall be attached to this Agreement from time to time;

**WHEREAS**, Duke is willing to provide certain specified equipment and the Services in accordance with the terms and conditions defined below.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Scope of Services.** Duke shall provide various Services from time to time, including all of the following: (a) the installation of equipment as identified in an applicable Exhibit (the “Equipment”); (b) the operation of the Equipment; and/or (c) the maintenance, repair and replacement of the Equipment. The Services to be provided by Duke shall be described in an applicable Exhibit to this Agreement.
2. **Exhibits to the Agreement.** Each Exhibit shall be signed by both Parties. All Exhibits executed by the Parties that reference this Agreement are incorporated into this Agreement by reference and intended to be binding on the Parties hereto.
3. **Payment.** Duke’s compensation for the Services shall be described in the applicable Exhibit. Duke will bill Customer on a monthly basis or as Services are performed. Invoices shall be due and payable on terms specified in the applicable Exhibit. Overdue amounts shall be subject to a late fee each month equal to a percentage specified in the Exhibit for any unpaid balance.
4. **Term and Termination.**
  - A. The term of this Agreement shall continue for so long as any Exhibit remains in force and effect. Each Exhibit may specify a term for the provision of Services as specified in the applicable Exhibit (the “Exhibit Term”) to continue after the Commencement Date (as defined in the applicable Exhibit). This Agreement and each such Exhibit shall continue in force and effect unless otherwise terminated as provided herein. If either Party breaches any material provision of this Agreement or an Exhibit, including payment obligations, which material breach remains uncured for a period of thirty (30) days following receipt of written notice, the non-breaching Party may terminate this Agreement and such Exhibit and exercise all available remedies including, in the event of breach by the Customer, immediate removal by Duke of all its Equipment.

Customer shall have the right to terminate this Agreement and any Exhibit Term has expired by (a) providing a minimum of ninety (90) days written notice prior to termination and (b) paying the termination fee (“Termination Fee”) specified in the applicable Exhibit, plus paying the then current value of the Equipment at the Fair Market Value of the Equipment as determined pursuant

Rev (04/22/20)

to Section 4.E. below. In the event of any such termination, Duke shall be paid for all Services provided prior to the effective date of termination in addition to the applicable Termination Fee. Upon Duke's receipt of payment in full of all of Customer's payment obligations, including the applicable Termination Fee.

- B. Upon Duke Energy's receipt of payment in full of all of Customer's payments obligations, including applicable Termination Fee, Customer shall own the Equipment on an "AS IS" basis and agrees to indemnify Duke Energy from any and all claims, obligations and liabilities arising from such Equipment after such termination date.
- C. Each Exhibit also shall be terminated immediately upon the occurrence of: (i) insolvency of either of the Parties, and (ii) changes in laws, regulations or governmental restrictions which would make the providing of the applicable Services impossible or impractical for Duke, or (iii) any act which jeopardizes Duke's title to or rights in the Equipment.
- D. Duke may terminate this Agreement for its convenience and benefit by providing at least ninety (90) days prior written notice to Customer. Such termination by Duke shall not relieve Customer of Customer's obligation to pay Duke for Services performed up to the date of termination. Upon such termination, Customer shall own the Equipment on an "AS IS" basis and agrees to indemnify Duke Energy from any and all claims, obligations and liabilities arising from such Equipment after such termination date.
- E. At least sixty (60) days prior to the expiration of the Exhibit Term of each Exhibit or any extensions, Customer shall send notice to Duke of its choice of the options indicated below. If Customer fails to issue such notice in a timely manner, or if the option selected by Customer is not accomplished within a period not to exceed sixty (60) days after the date Customer's notice is received, Duke may, at its option and in Duke's sole discretion, abandon the Equipment in place. Such abandonment will serve to transfer title and all rights and obligations incident thereto to Customer. Customer agrees to accept title to any Equipment so abandoned on an "AS IS" basis and agrees to indemnify Duke against any and all claims, obligations or liabilities related to such Equipment after such date. With the issuance of timely notice, Customer has the option to:
  - (i) Request that Duke remove the Equipment from the Site, solely at Customer's expense and at no cost or expense to Duke;
  - (ii) Enter into a new Exhibit under the terms agreeable to both Parties in each Party's discretion; or
  - (iii) Purchase the Equipment at Fair Market Value.

As used in this Section, including the circumstances of Customer's termination of an Exhibit before the Exhibit Term has expired under Section 4.B., the term "**Fair Market Value**" shall mean the price which a willing buyer (who is neither a lessor (whether or not in possession), nor lender (whether or not in possession) nor a used equipment dealer) would pay for the Equipment in an arm's length transaction to a willing seller under no compulsion to sell; provided however, that in such determination:

- (i) the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under this Agreement;
- (ii) the Equipment will be valued on an installed and in place basis; and

Rev (04/22/20)

- (iii) costs of removal of the Equipment from the current location shall not be a deduction from such valuation.

If the Parties are not able to agree on the Fair Market Value at least sixty (60) days prior to the expiration of the Exhibit Term or sixty (60) days prior to the early termination date elected by Customer under Section 4.B., Duke and customer shall agree upon an independent appraiser (reasonably acceptable to Duke and Customer) to determine the Fair Market Value, and that determination shall be final, binding and conclusive on both Parties. Duke and Customer shall equally share all costs associated with any such appraisal.

5. **Customer's Duties.** Customer shall provide reasonable access to the Site at all times for Duke to perform the Services, including access for all vehicles (including, but not limited to, cranes and other heavy construction vehicles), tools, materials and supplies reasonably required for maintenance of the Equipment. Customer shall provide a location on the Site for installation of Equipment, as well as reasonable lay-down area to store parts and perform the Services. Any additional costs incurred by Duke due to inadequate access to the Site shall entitle Duke to an equitable adjustment in its installation schedule and the compensation. Customer shall promptly furnish Duke with all information necessary for Duke to perform the Services, and Duke shall be entitled to rely upon such information. Duke shall have the right to suspend Services or adjust the schedule accordingly due to inadequate access to the Site, if any necessary information is not promptly provided, or if the safety of any person or property might be jeopardized by continuing with the Services. Customer shall be responsible for site restoration including landscape or irrigation removal, replacement or repair.
6. **Ownership Rights.** Duke shall retain title to all Equipment provided by Duke pursuant to this Agreement, including all enhancements and accessories thereto, notwithstanding the fact that the Equipment or any part thereof may become in any manner attached to, embedded in or resting on any real property or building of Customer. Customer shall take no affirmative actions that result in the Equipment, and all enhancements and accessions thereto, being encumbered by any liens, encumbrances, or claims of any kind. To evidence Duke's right, title and interest in and to the Equipment, Duke intends to file UCC-1 financing statements in such jurisdictions as Duke determines are reasonably necessary. In order to secure the due payment and performance of all of the indebtedness, liabilities and obligations, whether now existing or hereafter arising, of Customer to Duke, under this Agreement (including all schedules and Exhibits), including, without limitation, payment of the Termination Fee and Fair Market Value of equipment. Customer hereby grants to Duke a lien on and security interest in the Equipment and in all accessions and additions thereto and all substitutions and replacements thereof and all proceeds of the foregoing, including, without limitation, insurance proceeds. Customer hereby authorizes Duke, at Duke's expense, to file and record UCC-1 financing statements, continuation statements and such other notices and documents as may be necessary indicating the interest of Duke in the Equipment and/or to perfect, confirm, maintain or protect such security interest. Further, Customer agrees to execute and deliver to Duke such other instruments and documents as Duke shall reasonably request to evidence such interest of Duke in the Equipment and to perfect, confirm, maintain or protect such security interest. Customer shall not make any alterations, additions or improvements to the Equipment without Duke's prior written consent. Upon transfer of the Equipment to Customer or upon any termination of this Agreement or an Exhibit, Duke agrees to terminate any UCC-1 financing statements filed to secure Duke's interest in the Equipment within twenty (20) days after request by Customer.

Rev (04/22/20)

7. **Financial Condition.** If Customer's financial condition declines in any material respect at any time during any Exhibit Term, such that Duke has reasonable grounds for concerns about its Equipment or Customer's ability to perform any of its obligations under this Agreement or an applicable Exhibit, Duke may request, in writing, and subject to a confidentiality agreement being in full force and effect, that Customer provide annual audited financial statements prepared in accordance with generally accepted accounting principles ("**GAAP**") and quarterly unaudited consolidated financial statements prepared in accordance with GAAP (subject to normal year-end adjustments and the omission of footnotes) within one hundred twenty (120) days after the end of each fiscal year and 60 days after the end of each fiscal quarter, as applicable, and in each case fairly presenting the financial condition of the Customer, and certified by the chief financial officer or other appropriate officer of the applicable entity; provided, however, in the event such entity is required to make its annual audited and quarterly unaudited financial statements available to the public, then Duke shall use public sources to obtain such information.
8. **Safety.** Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area of the Site where any Equipment, in support of the Services, is stored or situated. Duke will ensure that all Occupational Safety and Health Act requirements are adhered to during construction, installation, maintenance, repair and replacement of the Equipment at the Customer's Site. Customer shall promptly notify Duke of any events or problems, other than that of a routine nature, relating to the operation and maintenance of the Equipment, which come to Customer's attention. Customer shall not permit its employees, contractors or others to tamper with, adjust, or change any of the Equipment.
9. **Warranty.** Duke shall perform the Services (i) in a professional, safe, diligent, and workmanlike manner consistent with the highest industry standards, (ii) free of material defects and errors, (iii) in compliance with all applicable laws, rules, permits, approvals, codes, regulations, and ordinances, and (iv) in such a way as to minimize unreasonable interference with the operation of the Customer's Site. Duke shall obtain all federal, state, local and municipal permits, licenses and approvals required in connection with any construction, installation, or maintenance work. The Equipment provided by Duke shall be in good working order and free of material defects and errors. Except as otherwise provided in this Agreement or any applicable Exhibit, Duke makes no other warranties or representations, whether statutory, express, or implied.

**WITH REGARD TO EQUIPMENT PROVIDED BY DUKE FOR CUSTOMER IN CONNECTION WITH DUKE'S PERFORMANCE OF THIS AGREEMENT, THE ONLY WARRANTIES APPLICABLE TO THE EQUIPMENT ARE THOSE WARRANTIES, IF ANY, PROVIDED IN THIS AGREEMENT, ANY APPLICABLE EXHIBIT, AN THOSE MADE BY THE APPLICABLE MANUFACTURERS OF SUCH EQUIPMENT. DUKE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. **Limitation of Liability.** EXCEPT FOR DUKE'S INDEMNIFICATION OBLIGATIONS IN SECTION 20 BELOW, DUKE'S TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGE RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, SHALL IN NO CASE EXCEED THE TOTAL AMOUNT OF FEES FOR THE SERVICES AND EQUIPMENT (INCLUDING MONTHLY FEES AND ANY CONTRIBUTION IN AID OF CONSTRUCTION OR OTHER CONSTRUCTION FEES) ACTUALLY PAID BY CUSTOMER TO DUKE DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, AND CUSTOMER HEREBY

Rev (04/22/20)

RELEASES DUKE FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. THIS MONETARY LIMITATION SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

NEITHER DUKE NOR CUSTOMER SHALL NOT BE LIABLE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE RELATING TO THE SERVICES OR THIS AGREEMENT, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL LOSS OR DAMAGE, ANY DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT, OR ANY LOSS OF USE OF PROPERTY OR EQUIPMENT.

ALL OF THE PROVISIONS OF THIS AGREEMENT PROVIDING FOR LIMITATION OF OR PROTECTION AGAINST LIABILITY OF DUKE SHALL ALSO PROTECT ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AND AFFILIATES, AND SHALL APPLY REGARDLESS OF THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF DUKE, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AFFILIATES.

THE PROVISIONS OF THIS SECTION 10 SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.

11. **Protection of Equipment.** Customer shall protect the Equipment from and shall be liable for loss or damage to the Equipment while the Equipment is on Customer's property, resulting from the gross negligence or intentional misconduct of Customer, vandalism or weather-related damage.
12. **Assignment; Subcontracting.** This Agreement shall inure to the benefit of and be binding on the Parties and their successors and assigns. Neither Party shall assign all or any portion of this Agreement without the prior written consent of the other Party, except that either Party may assign the Agreement without such consent to its successor by merger, or to an entity acquiring all or substantially all of its assets or to its parent or a wholly owned subsidiary; provided however, following an assignment to a parent or other subsidiary, the assigning Party shall remain liable for the performance of this Agreement by such parent or subsidiary. Duke may use subcontractors to perform the Services, but Duke shall continue to be responsible for the performance of the Services.
13. **Site Ownership.** Customer represents that it (i) has easement interests for use of the Site, or (ii) is authorized to bind and does bind (or will bind prior to the occurrence of any loss or damage thereto) all persons or entities currently having, or acquiring in the future any legal or equitable interest or right to occupy the Site, to the releases and limitations of liability set forth in this Agreement. If Customer fails to bind to this limitation any third party having, or hereafter acquiring, any interest in the Site, Customer agrees to indemnify, defend and hold Duke harmless from and against such liability to the extent that it would cause Duke's total liability to exceed the limit of liability stated in this Agreement.
14. **Waiver.** The failure of either Party to insist upon performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such a right in the future.
15. **Confidentiality.** Information disclosed by either Party to the other may include confidential or proprietary information of such Party or third parties to whom it is bound by written obligations of confidentiality ("Confidential Information"). If such Confidential Information is specifically labeled as proprietary or confidential, the Party receiving such Confidential Information shall keep

Rev (04/22/20)

it in confidence and shall not disclose it to any third party for a period ending two (2) years after completion of the applicable Services. Neither Party shall be obligated to maintain the confidentiality of any Confidential Information if: (a) the information was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the other Party and the receiving Party was under no legal obligation to protect the confidentiality of such information; (b) the information is independently developed by the receiving Party without the utilization of the Confidential Information; (c) the information is or becomes public knowledge without the fault of the receiving Party; (d) the information is or becomes available to the receiving Party from another source without breach of any legal obligation to protect such information; or (e) the information is further disclosed by the receiving Party pursuant to a legal or other governmental requirement and the receiving Party gives reasonable prior notice to the disclosing Party of such legal or other governmental requirement to make such further disclosure, promptly in writing, and prior to making any such disclosure, so that the disclosing Party may seek and obtain appropriate relief to limit or narrow disclosure and to obtain a protective order to prevent publication.

16. **Delays.** In no event shall Duke be responsible for any damages arising out of any failure to perform or delay due to any cause beyond Duke's reasonable control, including but not limited to riot, war, public emergency, fire, earthquake, acts of God, governmental restrictions, labor disturbances, strikes, delays in delivery of Equipment, or any act or failure to act by Customer or any third party. In such an event, Duke shall be entitled to an extension of time necessary to overcome the cause of the failure to perform or delay.
17. **Survival; Severability.** All Sections of this Agreement providing for indemnification, confidentiality or limitation of liability shall survive termination, cancellation or expiration of this Agreement or any Exhibit to this Agreement. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable for any reason, the invalid provision or part thereof shall be stricken from the Agreement, and the remainder of the Agreement or provision shall be valid and enforceable to the fullest extent permitted by law.
18. **No Publication.** Customer shall not use Duke's name or the fact that Duke is performing Services for Customer in any press releases, media statements or public communications or otherwise publicize this Agreement without Duke's prior written consent. Customer shall not use Duke's (including its subsidiaries and affiliates) name, logos, trademarks, service marks, trade names or trade secrets in any way without Duke's prior written consent, and Duke shall not be deemed to have granted Customer a license of, or granted Customer any rights in, any of the foregoing by entering into this Agreement.
19. **Insurance.** Duke represents and warrants that it has met all requirements under Florida law with regard to workers' compensation and automobile liability coverage. Duke is self-insured for workers' compensation, automobile liability and general liability coverage.
20. **Indemnification.** Duke shall indemnify, defend, protect, and hold harmless Customer, Customer's successors and assigns, and their respective members, managers, officers, directors, shareholders, employees, representatives, affiliates, attorneys, and agents from and against any and all claims, liabilities, and expenses (including litigation costs and reasonable attorney's fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or alleged to arise from the negligence or intentional misconduct of Duke or others acting on behalf of Duke in connection with the construction, installation, maintenance, repair, and replacement of the Equipment or other Services at the Customer's Site; provided, however, the foregoing shall not apply to the extent any claims, liabilities, and expenses are caused by the sole negligence or intentional misconduct on the part of Customer or others acting on behalf of Customer.



Rev (04/22/20)

21. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the Parties at:

**Duke Energy One, Inc.**  
3300 Exchange Place  
Lake Mary, FL 32746

**Dream Finders Homes LLC**  
8529 Southpark Circle, Suite 130  
Orlando, FL 32819

Attn: Dennis Bonet

Attn: Jason Good

22. **Entire Agreement.** The Parties acknowledge that this Agreement and all Exhibits agreed to by the Parties constitute the entire agreement between the Parties and supersede all previous agreements and understandings concerning the Services. The terms and conditions of any purchase order or the like issued by Customer are superseded by the terms and conditions of this Agreement.

23. **Counterparts; Facsimile and PDF signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution by either facsimile signature or photocopy signature embodied in a pdf executed document shall be deemed to be (and shall have the same effect as) execution by original signature; provided however, the original signature must be transmitted to the other Party within five (5) calendar days following submission of a facsimile or pdf photocopied signature.

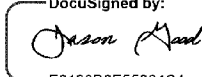
24. **Governing Law.** This Agreement shall be governed by the internal laws (as opposed to the conflict of law provisions) of the State of Florida. **NO ACTION MAY BE BROUGHT BY EITHER PARTY FOR BREACH OF THIS AGREEMENT OR ANY COVENANT OR WARRANTY ARISING THEREFROM MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**DUKE ENERGY ONE, INC.**

**DREAM FINDERS HOMES LLC**

By: \_\_\_\_\_  
Dennis Bonet

DocuSigned by:  
  
By: \_\_\_\_\_  
E8130BBE55964C4...  
Jason Good

Title: Manager, Outdoor Lighting Sales

Title: Director of Land Development

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

5/4/2023  
Date: \_\_\_\_\_

Rev (04/22/20)

## **Exhibit Number 1**

This **EXHIBIT NUMBER 1 (“Exhibit 1”)** is entered into as of April 4, 2023 the (“Effective Date”) by and between **Dream Finders Homes LLC (“Customer”)** and **Duke Energy One, Inc. (“Duke”)**. This Exhibit is issued pursuant to the Lighting Services Agreement dated as of April 4, 2023 which is hereby incorporated in Exhibit 1 by reference and shall be governed by the terms and conditions set forth therein. However, in the event of any conflict between the terms and conditions of the Lighting Services Agreement and this Exhibit 1, this Exhibit 1 shall prevail.

Duke Energy and Customer intend for Duke to construct and install the Equipment at the Site in accordance with (i) the lighting plans set forth in Exhibit A attached hereto; provided, however, the lighting plans subject to revision upon mutual agreement of Duke Energy and customer, and (ii) the estimated construction schedule set forth in Exhibit B attached hereto.

### **Scope of Services:**

Duke shall design, procure, construct, install, own, maintain, repair, and replace the roadway lighting fixtures, light poles brackets, and related equipment (“Equipment”) at Customer’s facility located at **Hills of Minneola PH3**, Hancock Road and Keystone Pass Blvd, Minneola, FL 34755 (“Site”) to provide the Equipment and Services as a managed service for the Exhibit Term defined below.

Duke shall provide the labor, supervision, equipment, materials and transportation necessary for the design, procurement, construction, installation, maintenance, repair, and replacement of the Equipment at the Customer’s Site (the “Services”). Customer shall provide, at no cost to Duke, any plans, specifications, drawings, or information that may be necessary or useful in the performance of the Services that are in Customer’s possession.

The Equipment shall only be approved for use by Customer upon: (i) completion of installation, (ii) connection to Duke’s electric facilities and (iii) testing by Duke. Duke shall test the Equipment to ensure that it is in proper working order. The Exhibit Term will begin on the date the installation is complete and the Equipment has been successfully tested by Duke (“Commencement Date”). In the event Customer is unable to provide a time for the Equipment to be tested within thirty (30) days immediately following completion of the installation activities, the Commencement Date will be established as the 31<sup>st</sup> day following completion of installation. Duke shall confirm the Commencement Date in writing in such form as may be reasonably requested by Customer at any time after the Commencement Date has occurred.

### **Statement of Work:**

#### **Equipment to be Installed:**

Duke will provide the following Equipment:

<b>Quantity</b>	<b>Product Description</b>
44	54W Open Town & Country Dark Sky Compliant LED (44 type III / 4 type IV) 3000K CCT + Photocell
44	16' OAL black aluminum direct bury pole

Rev (04/22/20)

**Additional Information:**

- All installation and maintenance work shall be done during normal business hours Monday through Friday 8:00AM to 5:00PM
- Permits or associated fees are not included
- Site restoration including landscape or irrigation removal, replacement or repair is excluded

**Customer Responsibilities:**

Customer will be responsible for the coordination of the following pertaining to the installation and testing of the Services or Equipment.

1. Provide best available drawings of the existing facilities at the Site.
2. Provide reasonable and timely access to the Site.
3. Obtain necessary approvals and perform all coordination and communications as required of property owner and/or building tenants to allow Duke to perform its obligations under this Exhibit, if Customer is not the Site owner.
4. Provide an acceptable date for testing the Equipment within thirty (30) days of the completion of installation activities.
5. Make payment for repairs due to vandalism at Duke's cost invoiced to Customer for Duke's time and material.

**Compensation and Term:**

Duke will provide the Services to the Customer for a firm monthly fee of \$1,752 (Seventeen-Hundred, Fifty-Two Dollars) per month plus applicable taxes for two hundred and forty (240) months (“**Exhibit Term**”). The Exhibit Term will begin on the date the installation is complete and Equipment has been commissioned (“Commissioning Date”). Customer agrees to pay \$15,000 Contribution in Aid of Construction (CIAC) prior to commencement of construction. At the end of the Exhibit Term, ownership of the equipment will transfer to the customer. Upon termination of the Exhibit Term the customer agrees to authorize a monthly equipment service fee of \$ tbd per month for warranty of light fixtures.

All payments will be due and payable within thirty (30) days of the date of the invoice, including the payment of any applicable Termination Fee (defined below). Overdue amounts will be assessed a late payment charge of 1.5% each month for any unpaid balance.

**Termination Fee:**

If Customer exercises its option to terminate the Services prior to the end of the Exhibit Term, Customer agrees to pay Duke, in lieu of any other amounts which would have otherwise become due for the remaining Services, the amount calculated below (the “Termination Fee”).

The Termination Fee will be calculated by taking the net present value of Customer's payments remaining in the Exhibit Term calculated assuming a discount rate of 12% per year, plus the then current Fair Market Value of the Equipment, as determined pursuant to Sections 4.B. and 4.E. of the Agreement.

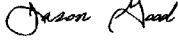
Rev (04/22/20)

This **Exhibit 1** is valid for signature by Customer no later than April 4, 2023 unless otherwise extended in writing by Duke.

IN WITNESS WHEREOF, the Parties have caused this **Exhibit 1** to be executed by their duly authorized representatives as of the date first above written.

**DREAM FINDERS HOMES LLC**

**DUKE ENERGY ONE, INC.**

DocuSigned by:  
  
 E8130B8E55964C4...  
 By: \_\_\_\_\_  
 (type/print) Jason Good  
 Title: Director of Land Development  
 Phone: (888) 208-0483  
 Fax: \_\_\_\_\_

By: \_\_\_\_\_  
 (type/print): Dennis Bonet  
 Title: Manager, Outdoor Lighting Sales  
 Phone: (407) 942-9368  
 Fax: \_\_\_\_\_

Rev (04/22/20)

**Acceptance Certificate**

**DREAM FINDERS HOMES LLC**, a Florida corporation (Customer) agrees that the Equipment provided by Duke in **Exhibit 1** of the Lighting **Services Agreement** executed by the Parties on April 4, 2023 has:

- i. been completely installed,
- ii. been properly connected to the electric facilities, and
- iii. successfully completed and passed testing by Duke.

Customer acknowledges that the Equipment has been installed at **Hills of Minneola PH3**, Hancock Road and Keystone Pass Blvd, Minneola, FL 34755 ("**Site**") in accordance with the standards/parameters as established in the **Exhibit 1**.

The acceptance date of the Equipment provided under **Exhibit 1** to the **Lighting Services Agreement** is April 4, 2023.

**DREAM FINDERS HOMES LLC**

**By:** \_\_\_\_\_  
Jason Good

**Title:** Director of Land Development

**DUKE ENERGY ONE, INC.**

**By:** \_\_\_\_\_  
Dennis Bonet

**Title:** Manager, Outdoor Lighting Sales

April 4, 2023

**Duke Energy Florida, LLC (“DEF”), Customer Disclosure Authorization and Disclaimer**

**Duke Energy Florida, LLC, (“DEF”) Customer Disclosure Authorization and Disclaimer**

Duke Energy Florida, LLC (DEF) and its affiliates offer optional, market-based products and services that are separate from the regulated services provided by DEF. These services are not regulated by Florida Public Service Commission. Purchasers of these products will receive no preference or special treatment from DEF for regulated services. A customer does not have to buy these products or services from DEF or its affiliates in order to receive the same safe and reliable electric service from DEF. Nonpayment for these products or services may result in removal from the program, but will not result in disconnection of electric service. These goods or services may also be available from other non-Affiliated suppliers.

DEF and its affiliates require Customer authorization before they can use customer data associated with the Customer account(s) residing in any DEF files, systems or databases for the purpose of offering products or services to the Customer. DEF will also provide this data on a non-discriminatory basis to any other person or entity, but only upon the Customer's request. DEF will not be obligated to provide the data to customer specified entity, if that entity declines acceptance of such information.

By authorized customer signature or affirmative email reply, the Customer authorizes DEF to disclose data associated with the Customer account(s) residing in any DEF files, systems or databases to its affiliates or nonpublic utility operations for the purpose of obtaining information to evaluate and offer or market both current and future energy-related products or services to the Customer. In Addition, you authorize DEF and its affiliates to deliver marketing messages about products and/or services by email, mail, or direct-dial telephone notwithstanding any prior request that your phone number or other contact information be included on any state or national Do Not Call Registry. The Customer retains the right to revoke at any time this authorization, which will remain effective until rescinded by the customer.

AGREED TO AND ACKNOWLEDGED BY AUTHORIZED CUSTOMER REPRESENTATIVE BY SIGNATURE OR AFFIRMATIVE EMAIL REPLY:

Print Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Unless otherwise noted, the consent applies to all accounts for the customer listed.



# **HILLS OF MINNEOLA**

**COMMUNITY DEVELOPMENT DISTRICT**

**5C**



## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the Hills of Minneola Community Development District, a local, special-purpose government entity established pursuant to Chapter 190, Florida Statutes, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from the City of Minneola, Florida, a Florida municipal corporation, whose address is 800 N. US Hwy 27, Minneola, Florida 347154 (hereinafter referred to as CITY) has granted, bargained, sold, transferred, conveyed and delivered to the CITY, its executors, administrators, successors and assigns forever, the following facilities related to the project known as Hills of Minneola – Phase I:

1. All wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, as shown on Exhibit “A” attached hereto; and
2. All potable water lines, pipes, valves, pumps, laterals, tees, bends, joints, facilities, equipment, and appurtenances thereto, as shown on Exhibit “A” attached hereto; and
3. All reclaimed water lines, pipes, valves, pumps, laterals, tees, bends, joints, facilities, equipment, and appurtenances thereto, as shown on Exhibit “A” attached hereto; and
4. The roadway improvements and associated drainage facilities including but not limited to pipes, curb inlets, manholes, and appurtenances thereto, for those portions of N. Hancock Road and County Road 561A identified as “Public Roads” on Exhibit “B” attached hereto.

TO HAVE AND TO HOLD the same unto the CITY, its executors, administrators, successors and assigns forever. The CITY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the CITY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this \_\_\_\_ day of February, 2024.

Signed, sealed and delivered in the presence of Witnesses:

Hills of Minneola Community Development District

[Signature]  
Print name: 2,000 Jerina  
Address: 1750 W. BROADWAY ST  
SUITE 111  
OVIDO, FL 32765

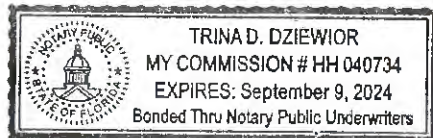
By: [Signature]  
Name: Dan Edwards  
 Chair /  Vice Chair of the Board of Supervisors

[Signature]  
Print name: Trina Dziejwior  
Address: 1750 W. BROADWAY ST  
SUITE 111  
OVIDO, FL 32765

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of FEBRUARY, 2024, by DAN EDWARDS as  Chair /  Vice Chair of the Board of Supervisors of the Hills of Minneola Community Development District, on behalf of the District, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

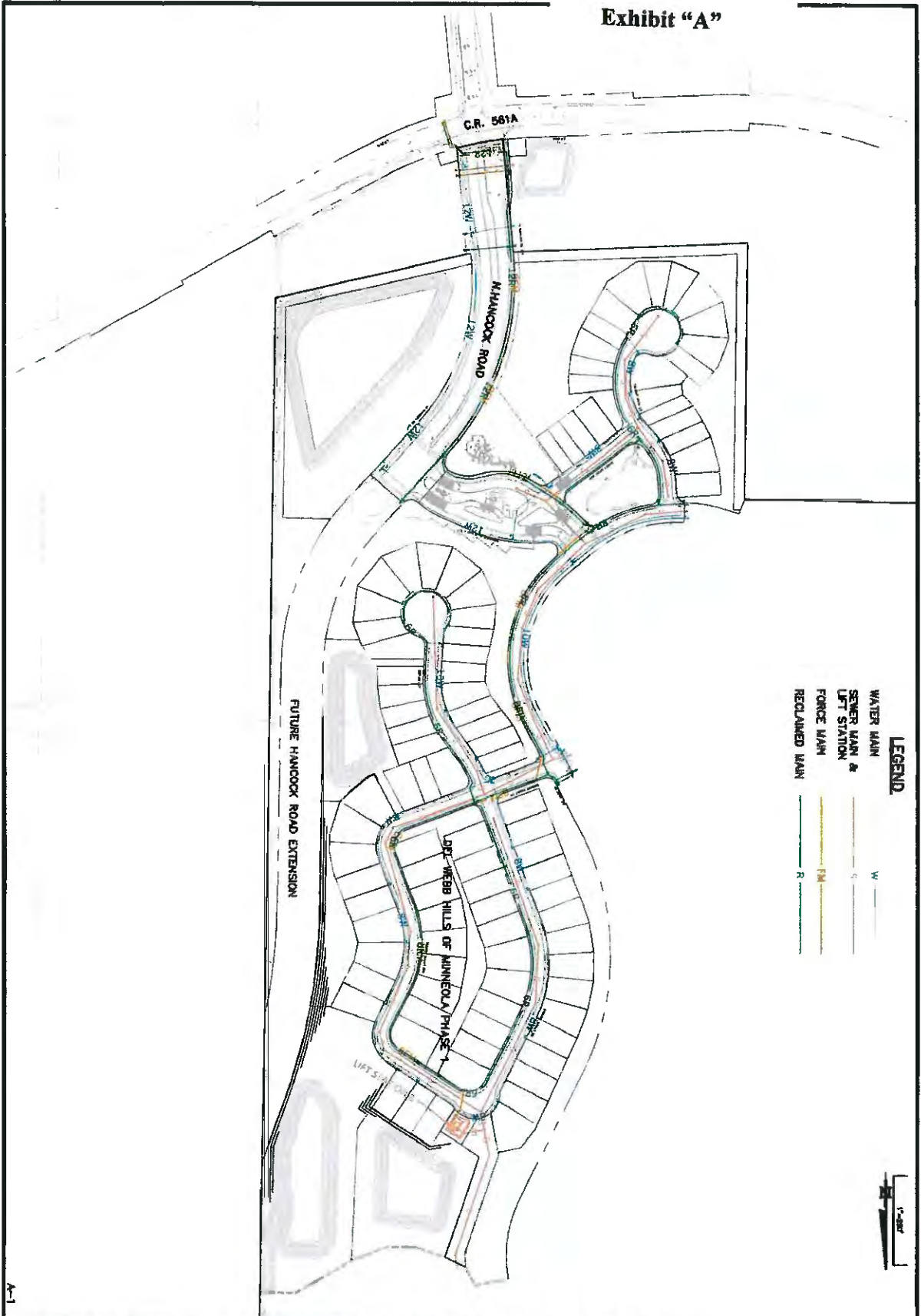
[Notary Seal]



[Signature]  
Notary Public

Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

Exhibit "A"



**LEGEND**

WATER MAIN	W
SEWER MAIN & LIFT STATION	S
FORCE MAIN	FM
RECLAIMED MAIN	R

**DEL WEBB HILLS OF MINNEOLA  
PHASE 1  
CITY OF MINNEOLA  
CDD EXHIBIT A-1  
UTILITIES PLAN**



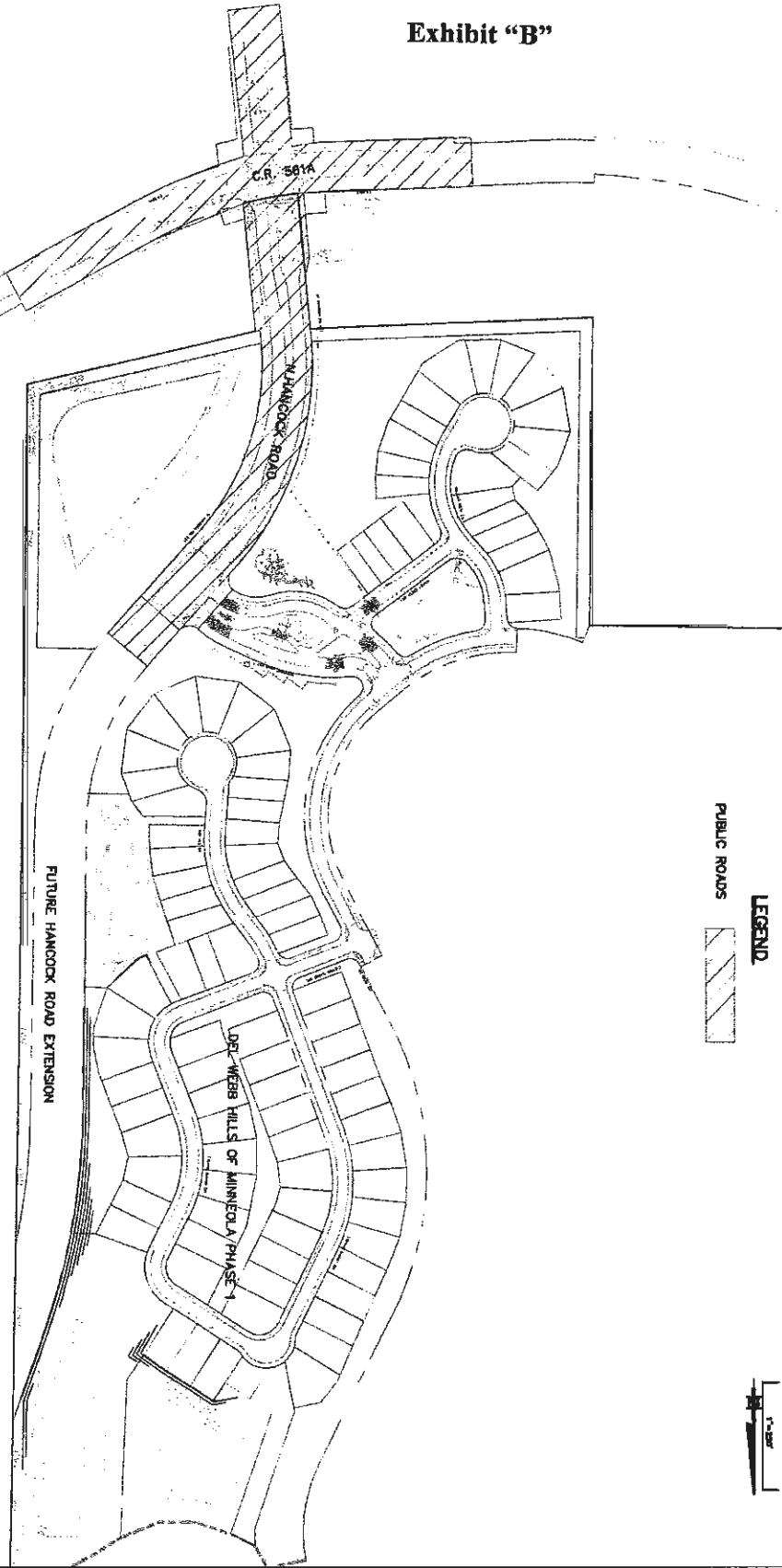
**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4066

DRAWN BY: <b>DSW</b>	JOB NO. <b>19142</b>	SCALE <b>1"=250'</b>	SHEET <b>1</b> OF <b>4</b>	DATE <b>12-22-23</b>
CHECKED BY: <b>MCW</b>				

DATE	BY	DESCRIPTION
		REVISIONS

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**Exhibit "B"**



**LEGEND**  
PUBLIC ROADS



**DEL WEBB HILLS OF MINNEOLA  
PHASE 1  
CITY OF MINNEOLA  
CDD EXHIBIT A-4  
PUBLIC ROAD PLAN**

		<b>DONALD W. MCINTOSH ASSOCIATES, INC.</b> ENGINEERS PLANNERS SURVEYORS 2800 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4068		
DRAWN BY: <u>DSW</u>	JOB NO. <u>19142</u>	SCALE <u>1"=250'</u>	SHEET <u>4</u> OF <u>4</u>	DATE <u>12-22-23</u>
CHECKED BY: <u>MCW</u>				

DATE	BY	DESCRIPTION

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# **HILLS OF MINNEOLA**

**COMMUNITY DEVELOPMENT DISTRICT**

**5D**

# **Bill of Sale and Assignment of Work Product**

Hills of Minneola CDD

Portion of the North Parcel Project

Development Acquisition Agreement dated May 22, 2023

**Pulte Home Company, LLC**, a Michigan limited liability company, ("**Pulte**"), for and in consideration of good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, by this instrument does quitclaim, release, transfer, grant, and convey unto the **Hills of Minneola Community Development District** (the "**District**"), and its successors and assigns, all of the rights, title, and interest of Pulte in and to the completed improvements, work product, reports, plans, drawings, studies, licenses, permits, rights, and related documentation pertaining or applicable to or in any way in connection with the development, construction, and ownership of certain public improvements (collectively, the "**Completed Work**") generally described as Roadway, Utility and Stormwater Improvements including associated Landscape / Hardscape and as further described in detail in the attached **Composite Exhibit A**.

**TO HAVE AND TO HOLD**, the same unto District, and its successors and assigns, forever.

Pulte hereby assigns to the District all rights, title, and interest, if any, to any and all guaranties, warranties, bonds, lien waivers, and other forms of indemnification, Pulte has with respect to the Completed Work. Notwithstanding such assignment, Pulte shall cause any contractors to warrant that their work on the Completed Work is free of defects in materials, equipment, or construction for a period of 1-year from completion of their work on the Completed Work.

Pulte covenants with the District that Pulte is the lawful owner of the Completed Work and that Pulte has good right to sell and convey the same. Pulte further warrants that the title to the Completed Work is free and clear of all claims, liens, and encumbrances of any nature or kind and covenants to timely address any such claims, liens, and encumbrances that may arise with respect to the Completed Work.

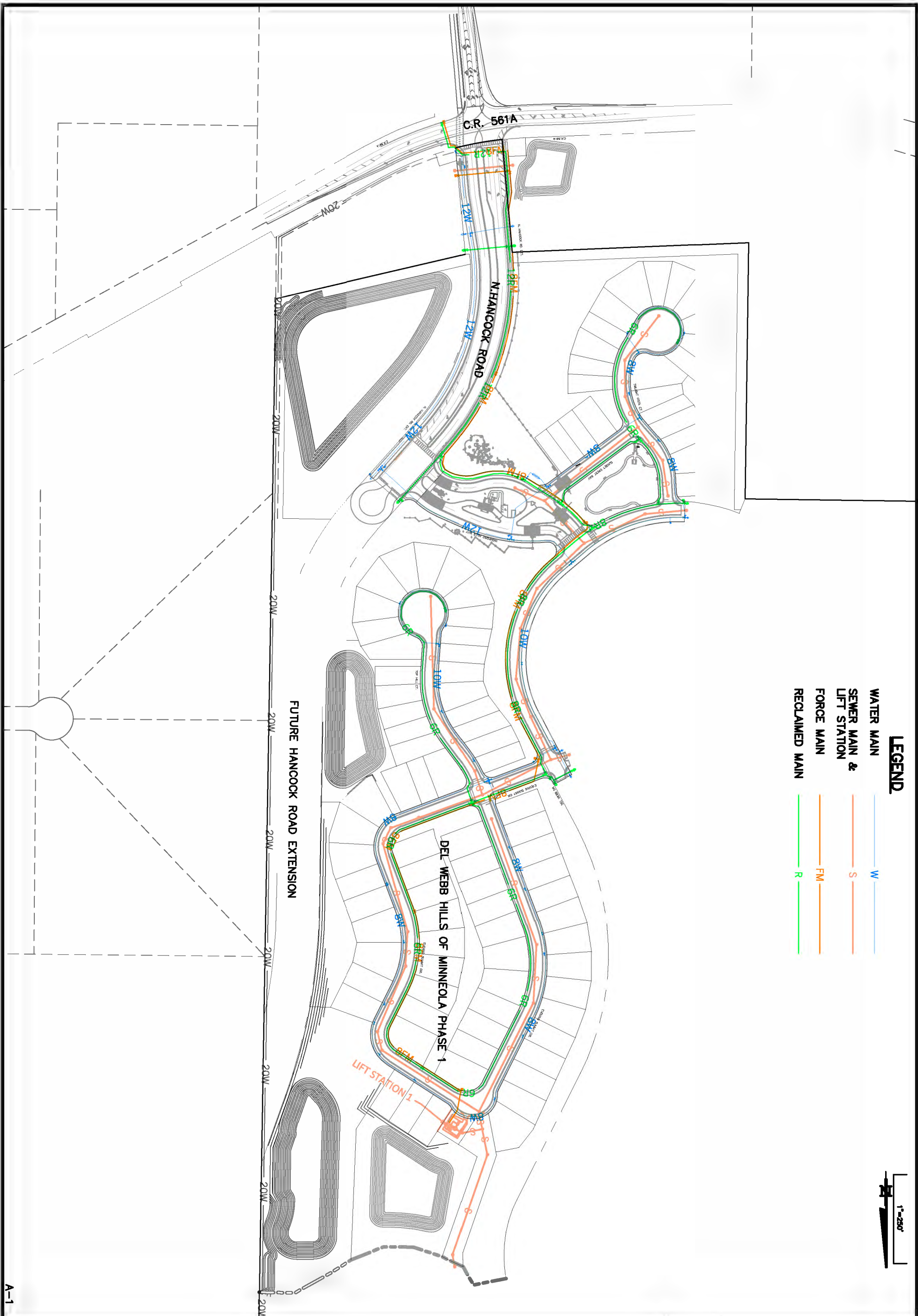
**IN WITNESS WHEREOF**, Pulte has signed this instrument as of November 21, 2023.

**Pulte Home Company, LLC**



Christopher Wrenn

Vice President of Land Development



**LEGEND**

- WATER MAIN — W —
- SEWER MAIN & LIFT STATION — S —
- FORCE MAIN — FM —
- RECLAIMED MAIN — R —



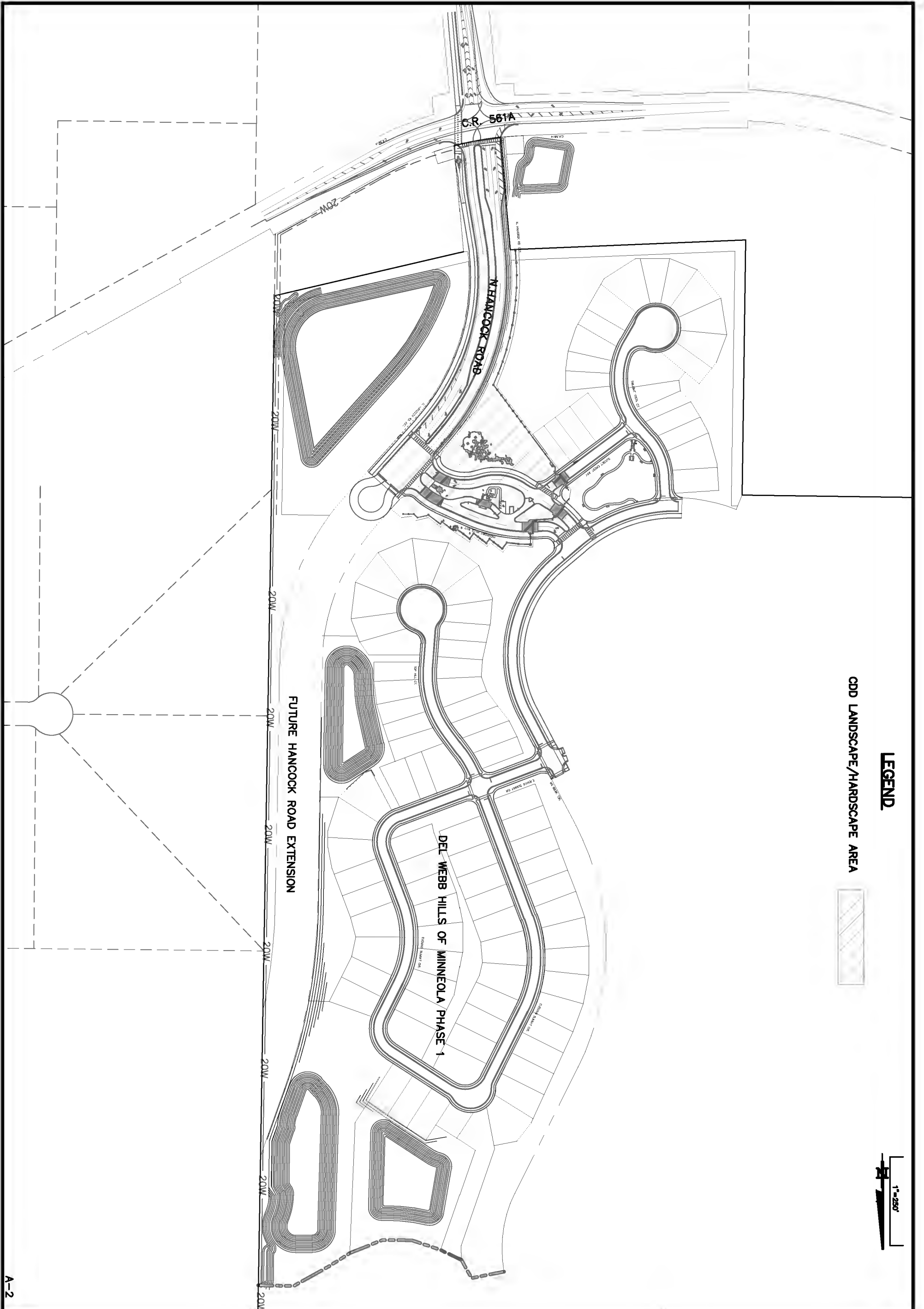
**DEL WEBB HILLS OF MINNEOLA  
PHASE 1  
CITY OF MINNEOLA  
CDD EXHIBIT A-1  
UTILITIES PLAN**



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068

DRAWN BY: <b>DSW</b>	JOB NO. <b>19142</b>	SCALE <b>1"=250'</b>	SHEET <b>1</b> OF <b>4</b>	DATE <b>12-22-23</b>
CHECKED BY: <b>WCW</b>				

DATE	BY	DESCRIPTION
		REVISIONS



**LEGEND**

CDD LANDSCAPE/HARDSCAPE AREA



**DEL WEBB HILLS OF MINNEOLA  
PHASE 1  
CITY OF MINNEOLA  
CDD EXHIBIT A-2  
LANDSCAPE/HARDSCAPE PLAN**

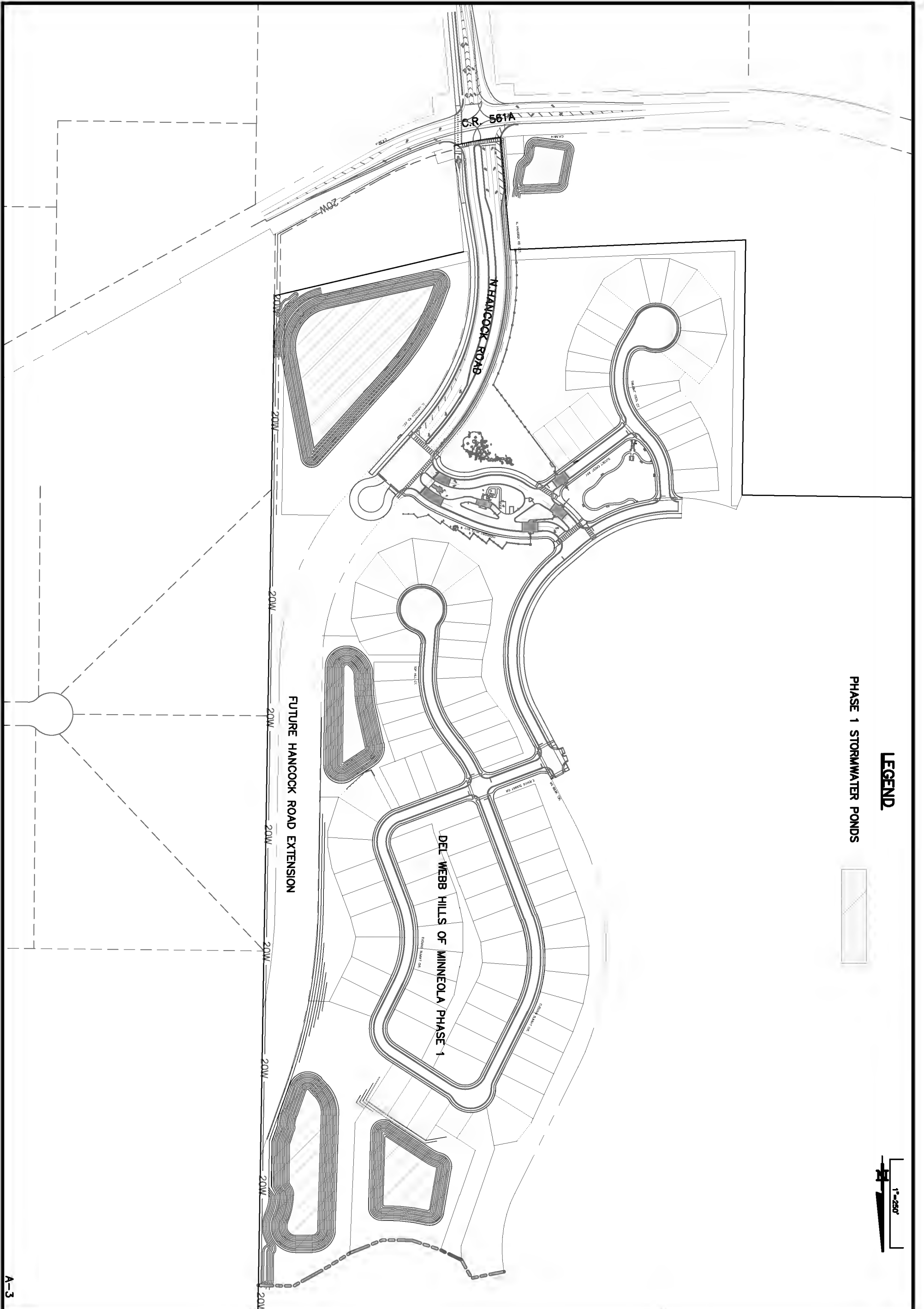


**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068

DRAWN BY: <b>DSW</b>	JOB NO. <b>19142</b>	SCALE <b>1"=250'</b>	SHEET <b>2</b> OF <b>4</b>	DATE <b>12-22-23</b>
CHECKED BY: <b>WCW</b>				

DATE	BY	DESCRIPTION
		REVISIONS





**LEGEND**

PHASE 1 STORMWATER PONDS



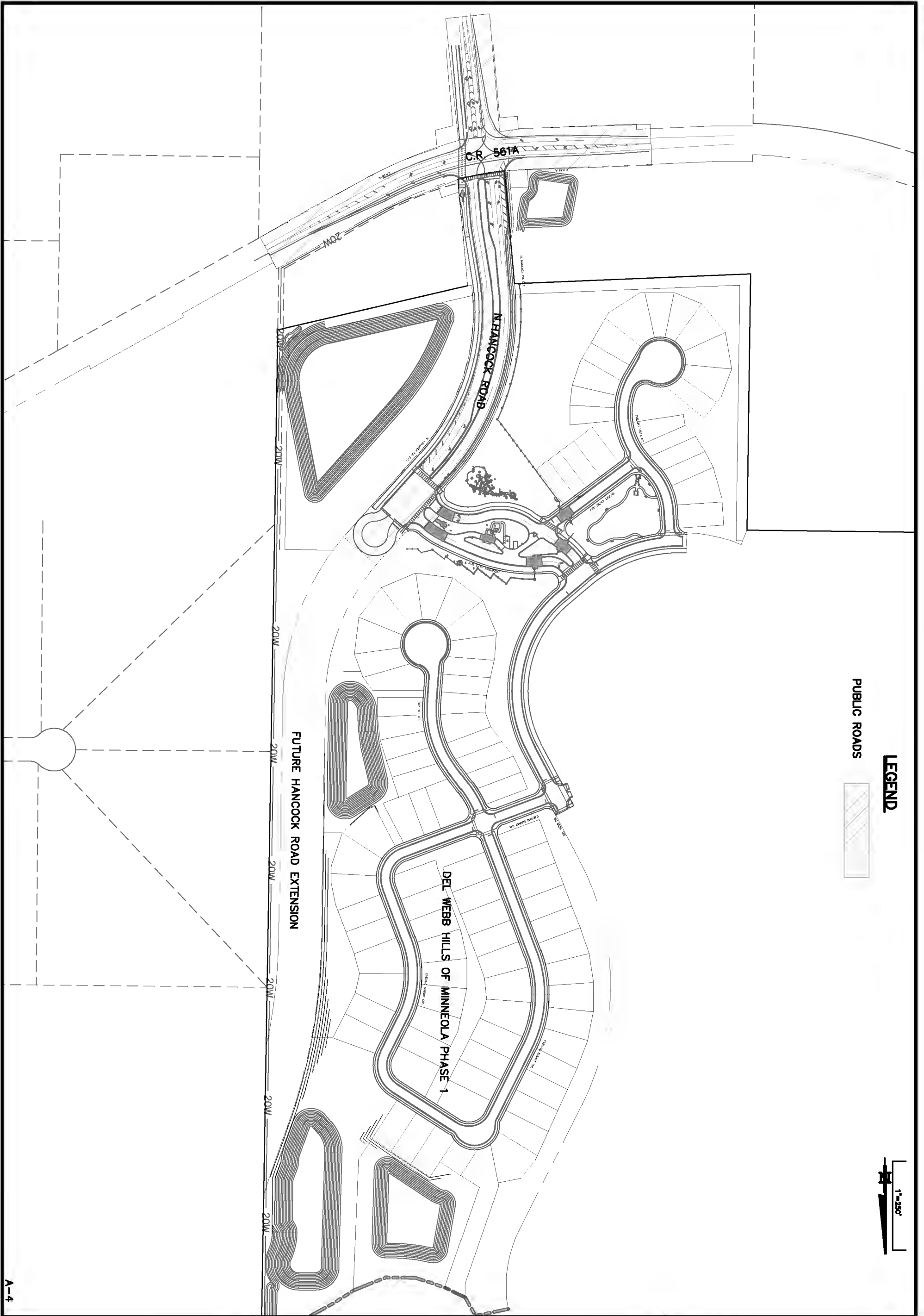
**DEL WEBB HILLS OF MINNEOLA  
PHASE 1  
CITY OF MINNEOLA  
CDD EXHIBIT A-3  
STORMWATER PONDS PLAN**



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068

DRAWN BY: <b>DSW</b>	JOB NO. <b>19142</b>	SCALE <b>1"=250'</b>	SHEET <b>3</b> OF <b>4</b>	DATE <b>12-22-23</b>
CHECKED BY: <b>WCW</b>				

DATE	BY	DESCRIPTION
		REVISIONS



**LEGEND**

PUBLIC ROADS



**DEL WEBB HILLS OF MINNEOLA  
PHASE 1  
CITY OF MINNEOLA  
CDD EXHIBIT A-4  
PUBLIC ROAD PLAN**



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068

DRAWN BY: <b>DSW</b>	JOB NO. <b>19142</b>	SCALE <b>1"=250'</b>	SHEET <b>4</b> OF <b>4</b>	DATE <b>12-22-23</b>
CHECKED BY: <b>WCW</b>				

DATE	BY	DESCRIPTION
		REVISIONS

# **HILLS OF MINNEOLA**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION NO. 2024-03**

**A RESOLUTION AUTHORIZING A PETITION TO AMEND THE BOUNDARIES OF THE HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT.**

**WHEREAS**, the Hills of Minneola Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (the "**Board**") desires to amend the boundaries of the District and to submit a petition to amend the boundaries of the District (the "**Petition**") for the area described in **Exhibit A** attached hereto.

**NOW THEREFORE, BE IT RESOLVED** that:

1. The Board hereby authorizes and approves the amendment of the District boundaries, and the Board hereby authorizes and directs the Chair to sign and submit the Petition to the City Council of the City of Minneola.
2. The Board hereby authorizes and directs the Chair, the Vice Chair, any other member of the Board, the District Counsel, and the District Manager to take any action or to offer testimony in any proceeding held in connection with obtaining approval of the Petition from the City Council of the City of Minneola.
3. This Resolution shall take effect immediately upon its adoption.

**Passed and Adopted on March 25, 2024.**

**Attest:**

**Hills of Minneola  
Community Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice-Chair, Board of Supervisors

Exhibit A

**LEGAL DESCRIPTION  
POD 18 – HILLS OF MINNEOLA**

A PARCEL OF LAND COMPRISING TRACT 20 AND PORTIONS OF TRACTS 12, 13, 14, 19, 21, 28, 29, 30 AND 31 OF LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF MINNEOLA, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF THE AFORESAID SECTION 9; THENCE RUN NORTH 89°41'56" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 FOR A DISTANCE OF 832.31 FEET TO A POINT ON THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 91 - SUNSHINE STATE PARKWAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, CONTRACT NO. 12.3; THENCE DEPARTING SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 AND ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE RUN NORTH 35°30'37" WEST FOR A DISTANCE OF 49.58 FEET TO THE POINT OF BEGINNING AND A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2060.00 FEET WITH A CHORD BEARING OF NORTH 83°21'22" WEST AND A CHORD DISTANCE OF 421.37 FEET; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE AND ALONG THE NORTHERLY AND EASTERLY RIGHT OF WAY LINE OF CITRUS GROVE ROAD, AS RECORDED THEREOF IN OFFICIAL RECORDS BOOK 5905, PAGE 21 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN THE FOLLOWING COURSES: WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°44'25" FOR A DISTANCE OF 422.10 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2140.00 FEET WITH A CHORD BEARING OF NORTH 81°17'20" WEST AND A CHORD DISTANCE OF 283.88 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°36'22" FOR A DISTANCE OF 284.08 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2142.00 FEET WITH A CHORD BEARING OF NORTH 84°16'50" WEST AND A CHORD DISTANCE OF 50.44 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°20'58" FOR A DISTANCE OF 50.45 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 85.00 FEET WITH A CHORD BEARING OF NORTH 63°03'21" WEST AND A CHORD DISTANCE OF 63.41 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°47'54" FOR A DISTANCE OF 64.98 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 41°09'24" WEST FOR A DISTANCE OF 22.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET WITH A CHORD BEARING OF NORTH 20°25'35" WEST AND A CHORD DISTANCE OF 84.95 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°27'38" FOR A DISTANCE OF 86.83 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°18'14" EAST FOR A DISTANCE OF 22.29 FEET; THENCE RUN NORTH 89°41'46" WEST FOR A DISTANCE OF 64.00 FEET; THENCE RUN SOUTH 00°18'14" WEST FOR A DISTANCE OF 30.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 85.00 FEET WITH A CHORD BEARING OF SOUTH 45°56'34" WEST AND A CHORD DISTANCE OF 121.54 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°16'42" FOR A DISTANCE OF 135.41 FEET TO A POINT ON A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 532.77 FEET WITH A CHORD BEARING OF NORTH 87°59'26" WEST AND A CHORD DISTANCE OF 7.95 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°51'17" FOR A DISTANCE OF 7.95 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2118.06 FEET WITH A CHORD BEARING OF NORTH 77°37'24" WEST AND A CHORD DISTANCE OF 120.12 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°14'59" FOR A DISTANCE OF 120.13 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 81°45'58" WEST FOR A DISTANCE OF 5.44 FEET TO A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2056.98 FEET WITH A CHORD BEARING OF NORTH 74°32'59" WEST AND A CHORD DISTANCE OF 221.84 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°10'56" FOR A DISTANCE OF 221.95 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2060.00 FEET WITH A CHORD BEARING OF NORTH 53°42'13" WEST AND A CHORD DISTANCE OF 1167.66 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°55'41" FOR A DISTANCE OF 1183.88 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 37°14'23" WEST FOR A DISTANCE OF 244.27 FEET; THENCE DEPARTING SAID NORTHERLY AND EASTERLY RIGHT OF WAY LINE RUN NORTH 52°45'37" EAST FOR A DISTANCE OF 1343.19 FEET TO A POINT ON THE AFORESAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 91 - SUNSHINE STATE PARKWAY; THENCE RUN SOUTH 35°30'37" EAST ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE FOR A DISTANCE OF 2350.94 FEET TO THE POINT OF BEGINNING.

Containing 49.97 Acres of land, more or less.

# **HILLS OF MINNEOLA**

**COMMUNITY DEVELOPMENT DISTRICT**

# **UNAUDITED FINANCIAL STATEMENTS**

**HILLS OF MINNEOLA  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 29, 2024**

**HILLS OF MINNEOLA  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 29, 2024**

	General Fund	SRF North	SRF South	Debt Service Fund 2020	Debt Service Fund 2021	Capital Projects Fund 2020	Capital Projects Fund 2021	Total Governmental Funds
<b>ASSETS</b>								
Cash	\$ 129,180	\$ -	\$618,228	\$ -	\$ -	\$ -	\$ -	\$ 747,408
Investments								
Revenue	-	-	-	960,387	268,004	-	-	1,228,391
Reserve	-	-	-	1,338,412	163,410	-	-	1,501,822
Prepayment	-	-	-	-	186	-	-	186
Construction	-	-	-	-	-	39,426	15	39,441
Undeposited funds	1,600	-	-	490	-	-	-	2,090
Due from Starlight	630	-	-	-	-	-	-	630
Due from Ashton Woods	596	-	-	-	-	-	-	596
Due from LB Minneola	3,689	-	-	-	-	-	-	3,689
Due from Pulte Group	48,917	-	-	-	-	-	-	48,917
Due from Arroyo CAP II-1, LLC	43	-	414	33,372	-	-	-	33,829
Due from JEN Florida 49	2,777	-	51,734	116,168	-	-	-	170,679
Due from general fund	-	-	-	15,437	-	-	-	15,437
Utility deposit	20	-	965	-	-	-	-	985
Prepaid expense	-	-	-	-	-	651	-	651
Total assets	<u>\$ 187,452</u>	<u>\$ -</u>	<u>\$671,341</u>	<u>\$2,464,266</u>	<u>\$ 431,600</u>	<u>\$ 40,077</u>	<u>\$ 15</u>	<u>\$ 3,794,751</u>
<b>LIABILITIES AND FUND BALANCES</b>								
Liabilities:								
Accounts payable off-site	\$ 4,021	\$ -	\$ 917	\$ -	\$ -	\$ -	\$ -	\$ 4,938
Retainage payable	-	-	-	-	-	322,094	271,812	593,906
Due to Landowner	-	-	-	12,478	-	3,084	-	15,562
Due to debt service fund	15,437	-	-	-	-	-	-	15,437
Landowner advance	5,500	-	-	-	-	-	-	5,500
Total liabilities	<u>24,958</u>	<u>-</u>	<u>917</u>	<u>12,478</u>	<u>-</u>	<u>325,178</u>	<u>271,812</u>	<u>635,343</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>								
Deferred receipts	56,653	-	52,148	149,540	-	-	-	258,341
Total deferred inflows of resources	<u>56,653</u>	<u>-</u>	<u>52,148</u>	<u>149,540</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>258,341</u>
Fund balances:								
Assigned								
Debt service	-	-	-	2,302,248	431,600	-	-	2,733,848
Capital projects	-	-	-	-	-	(285,101)	(271,797)	(556,898)
3 months working capital	26,170	-	148,538	-	-	-	-	174,708
Unassigned	79,671	-	469,738	-	-	-	-	549,409
Total fund balances	<u>105,841</u>	<u>-</u>	<u>618,276</u>	<u>2,302,248</u>	<u>431,600</u>	<u>(285,101)</u>	<u>(271,797)</u>	<u>2,901,067</u>
Total liabilities, deferred inflows of resources and fund balances								
	<u>\$ 187,452</u>	<u>\$ -</u>	<u>\$671,341</u>	<u>\$2,464,266</u>	<u>\$ 431,600</u>	<u>\$ 40,077</u>	<u>\$ 15</u>	<u>\$ 3,794,751</u>



**HILLS OF MINNEOLA  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 25,921	\$ 34,261	76%
Assessment levy: off-roll	5,160	26,514	79,314	33%
Lot closings	459	1,600	-	N/A
Total revenues	<u>5,619</u>	<u>54,035</u>	<u>113,575</u>	48%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/recording	4,000	20,000	48,000	42%
Legal - general counsel	-	52	15,000	0%
Engineering	-	-	7,500	0%
Audit	-	-	5,900	0%
Telephone	16	83	200	42%
Postage	13	57	213	27%
Printing & binding	4	21	50	42%
Legal advertising	-	117	1,500	8%
Annual district filing fee	-	175	175	100%
Insurance: GL & POL	-	5,758	6,119	94%
Contingencies	345	345	750	46%
Property taxes	-	2,748	-	N/A
Hosting & maintenance	-	-	705	0%
ADA compliance	-	199	210	95%
Total professional & administrative	<u>4,378</u>	<u>29,555</u>	<u>86,322</u>	34%
<b>Other fees &amp; charges</b>				
Property appraiser & tax collector	-	518	1,071	48%
Total other fees & charges	<u>-</u>	<u>518</u>	<u>1,071</u>	48%
Total expenditures	<u>4,378</u>	<u>30,073</u>	<u>87,393</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	1,241	23,962	26,182	
Fund balances - beginning	104,600	81,879	89,367	
Fund balance - ending				
Assigned				
3 months working capital	26,170	26,170	26,170	
Unassigned	79,671	79,671	89,379	
Fund balances - ending	<u>\$ 105,841</u>	<u>\$ 105,841</u>	<u>\$ 115,549</u>	

**HILLS OF MINNEOLA  
COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL REVENUE FUND - NORTH  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 32,749	0%
Total revenues	<u>-</u>	<u>-</u>	<u>32,749</u>	0%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Arbitrage rebate calculation	-	-	750	0%
Debt service fund - accounting	-	-	5,500	0%
Dissemination agent	-	-	1,000	0%
Trustee	-	-	5,500	0%
Total professional & administrative	<u>-</u>	<u>-</u>	<u>12,750</u>	0%
<b>Field operations and maintenance</b>				
Pressure washing	-	-	20,000	0%
Total field operations & maintenance	<u>-</u>	<u>-</u>	<u>20,000</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>32,750</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(1)	
Fund balances - beginning	-	-	11,666	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,665</u>	

**HILLS OF MINNEOLA  
COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL REVENUE FUND - SOUTH  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current	Year to	Budget	% of
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 234,447	\$ 309,872	76%
Assessment levy: off-roll	49,004	250,481	402,959	62%
Total revenues	<u>49,004</u>	<u>484,928</u>	<u>712,831</u>	68%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Arbitrage rebate calculation	-	-	1,500	0%
Debt service fund - accounting	458	2,292	5,500	42%
Dissemination agent	167	833	2,000	42%
Trustee	-	-	11,000	0%
Total professional & administrative	<u>625</u>	<u>3,125</u>	<u>20,000</u>	16%
<b>Field operations and maintenance</b>				
Field operations manager	500	2,500	6,000	42%
Field operations accounting	292	1,458	3,500	42%
Landscaping labor	23,908	120,164	304,000	40%
Insurance: property	-	7,946	15,000	53%
Backflow test	-	-	150	0%
Irrigation repair	-	1,715	8,000	21%
Plants, shrubs & annuals	-	-	15,000	0%
Tree trimming	-	-	35,000	0%
Mulch	981	981	48,000	2%
Pressure washing	-	-	4,000	0%
Signage	-	-	3,000	0%
General maintenance	393	393	10,000	4%
Fence wall repairs	-	-	2,500	0%
Electric:				
Irrigation	-	-	12,000	0%
Street lights	3,901	16,184	50,000	32%
Entrance signs	-	-	2,000	0%
Water irrigation	110	433	6,000	7%
Playground ADA mulch	-	-	5,000	0%
Total field operations & maintenance	<u>30,085</u>	<u>151,774</u>	<u>529,150</u>	29%
<b>Other fees &amp; charges</b>				
Property appraiser & tax collector	-	4,688	9,683	48%
Total other fees & charges	<u>-</u>	<u>4,688</u>	<u>9,683</u>	48%
Total expenditures	<u>30,710</u>	<u>159,587</u>	<u>558,833</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	18,294	325,341	153,998	
Fund balances - beginning	599,982	292,935	257,455	
3 months working capital	148,538	148,538	148,538	
Unassigned	469,738	469,738	262,915	
Fund balances - ending	<u>\$ 618,276</u>	<u>\$ 618,276</u>	<u>\$ 411,453</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 FEBRUARY 29, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 552,978	\$ 730,883	76%
Assessment levy: off-roll	35,568	350,751	630,367	56%
Lot closing	3,415	5,856	-	N/A
Interest	8,247	36,157	-	N/A
Total revenues	<u>47,230</u>	<u>945,742</u>	<u>1,361,250</u>	69%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	485,000	0%
Interest	-	429,712	859,425	50%
Total debt service	<u>-</u>	<u>429,712</u>	<u>1,344,425</u>	32%
<b>Other fees &amp; charges</b>				
Tax collector	-	11,059	15,227	73%
Total other fees and charges	<u>-</u>	<u>11,059</u>	<u>15,227</u>	73%
Total expenditures	<u>-</u>	<u>440,771</u>	<u>1,359,652</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	47,230	504,971	1,598	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer out	(5,627)	(27,813)	-	N/A
Total other financing sources	<u>(5,627)</u>	<u>(27,813)</u>	<u>-</u>	N/A
Net change in fund balances	41,603	477,158	1,598	
Fund balances - beginning	2,260,645	1,825,090	1,809,321	
Fund balances - ending	<u>\$ 2,302,248</u>	<u>\$ 2,302,248</u>	<u>\$ 1,810,919</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 FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 81,798	\$ 245,393	\$ 327,190	75%
Interest	1,464	5,913	-	N/A
Total revenues	<u>83,262</u>	<u>251,306</u>	<u>327,190</u>	77%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	125,000	0%
Interest	-	100,852	201,704	50%
Total debt service	<u>-</u>	<u>100,852</u>	<u>326,704</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	83,262	150,454	486	
Fund balances - beginning	348,338	281,146	273,700	
Fund balances - ending	<u>\$ 431,600</u>	<u>\$ 431,600</u>	<u>\$ 274,186</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 FEBRUARY 29, 2024**

	Current Month	Year To Date
	<u>          </u>	<u>          </u>
<b>REVENUES</b>		
Interest	\$ 140	\$ 477
Total revenues	<u>140</u>	<u>477</u>
<b>EXPENDITURES</b>		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	140	477
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	5,627	27,813
Total other financing sources/(uses)	<u>5,627</u>	<u>27,813</u>
Net change in fund balances	5,767	28,290
Fund balances - beginning	(290,868)	(313,391)
Fund balances - ending	<u>\$ (285,101)</u>	<u>\$ (285,101)</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 FEBRUARY 29, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ -	\$ 4
Total revenues	-	4
<b>EXPENDITURES</b>	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	4
Fund balances - beginning	(271,797)	(271,801)
Fund balances - ending	\$ (271,797)	\$ (271,797)

# **HILLS OF MINNEOLA**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**



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

The Board of Supervisors of the Hills of Minneola Community Development District held Public Hearings and a Regular Meeting on August 28, 2023 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
Daniel Edwards	Vice Chair
James Dunn	Assistant Secretary
Matthew White	Assistant Secretary
Max Perlman	Assistant Secretary

**Also present were:**

Daniel Rom	District Manager
Vivek Babbar (via telephone)	District Counsel
Mark Hills (via telephone)	Field Operations Manager

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 1:16 p.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Supervisor Matthew White [SEAT 1] (the following will be provided in a separate package)**

Mr. Rom stated the Oath of Office was administered to Mr. Matthew White prior to the meeting commencing. Mr. White confirmed that he is familiar with the following:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Financial Disclosure Forms**

- 42 I. Form 1: Statement of Financial Interests
- 43 II. Form 1X: Amendment to Form 1, Statement of Financial Interests
- 44 III. Form 1F: Final Statement of Financial Interests
- 45 D. Form 8B: Memorandum of Voting Conflict

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47 **FOURTH ORDER OF BUSINESS** **Public Hearing on Adoption of Fiscal Year**  
 48 **2023/2024 Budget**

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- 50 A. Proof/Affidavit of Publication
- 51 B. Consideration of Resolution 2023-06, Relating to the Annual Appropriations and
- 52 Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending
- 53 September 30, 2024; Authorizing Budget Amendments; and Providing an Effective
- 54 Date

55 Mr. Rom presented Resolution 2023-06 and reviewed the Fiscal Year 2024 budget.

56 Mr. Jerman asked if seasonal flowers are included in the “Plants shrubs and annuals”  
57 line item. Mr. Hills replied affirmatively. Asked about holiday decorations, Mr. Hills stated those  
58 items are in the HOA budget.

59 Mr. Edwards asked if there is a site map in the landscape contract that shows all the  
60 areas that need to be maintained, as he believes a few open spaces were platted as HOA tracts  
61 instead of CDD tracts. Mr. Rom stated Staff typically includes a landscape map with the contract  
62 but he will check and obtain a copy for the Board Members.

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64 **On MOTION by Mr. Edwards and seconded by Mr. Dunn, with all in favor, the**  
 65 **Public Hearing was opened.**

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68 No members of the public spoke.

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70 **On MOTION by Mr. Edwards and seconded by Mr. Perlman, with all in favor,**  
 71 **the Public Hearing was closed.**

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73 **On MOTION by Mr. Perlman and seconded by Mr. Edwards, with all in favor,**  
 74 **Resolution 2023-06, Relating to the Annual Appropriations and Adopting the**  
 75 **Budget for the Fiscal Year Beginning October 1, 2023, and Ending September**  
 76 **30, 2024; Authorizing Budget Amendments; and Providing an Effective Date,**  
 77 **was adopted.**

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**FIFTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2023/2024, Pursuant to Florida Law**

- A. Proof/Affidavit of Publication**
- B. Mailed Notice(s) to Property Owners**
- C. Consideration of Resolution 2023-07, 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; Providing for Severability; Providing for an Effective Date**

Mr. Rom presented Resolution 2023-07 and read the title.

Asked if there is a change in the debt assessment schedule, Mr. Rom stated there is no change and the principal and two interest payments will be made.

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

No members of the public spoke.

**On MOTION by Mr. Edwards and seconded by Mr. Dunn, with all in favor, the Public Hearing was closed.**

**On MOTION by Mr. Edwards and seconded by Mr. Perlman, with all in favor, Resolution 2023-07, 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; Providing for Severability; Providing for an Effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-08, Amending its Budget for The Fiscal Year**

Beginning October 1, 2022, and Ending September 30, 2023; Documenting that it Did Not Need to Collect Certain Operation and Maintenance Assessments; Providing for an Effective Date

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Mr. Rom presented Resolution 2023-08 and read the title. This only pertains to the Special Revenue Fund North, which initially had an off-roll budget but the budget is being amended changing those revenues from off-roll assessments to a Developer contribution.

**On MOTION by Mr. Perlman and seconded by Mr. Dunn, with all in favor, Resolution 2023-08, Amending its Budget for The Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Documenting that it Did Not Need to Collect Certain Operation and Maintenance Assessments; Providing for an Effective Date, was adopted.**

**SEVENTH ORDER OF BUSINESS**

**Ratification of Yellowstone Landscape, Proposal #317670 for Irrigation Repairs per May Inspection**

Mr. Rom presented Yellowstone Landscape Proposal #317670 for Irrigation Repairs related to the May inspection.

**On MOTION by Mr. Jerman and seconded by Mr. Perlman, with all in favor, Yellowstone Landscape Proposal #317670 for Irrigation Repairs related to the May inspection, was ratified.**

**EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of July 31, 2023**

Mr. Rom presented the Unaudited Financial Statements as of July 31, 2023.

**On MOTION by Mr. Edwards and seconded by Mr. White, with all in favor, the Unaudited Financial Statements as of July 31, 2023, were accepted.**

**NINTH ORDER OF BUSINESS**

**Approval of May 22, 2023 Regular Meeting Minutes**

Mr. Rom presented the May 22, 2023 Regular Meeting Minutes.

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**On MOTION by Mr. Dunn and seconded by Mr. Edwards, with all in favor, the May 22, 2023 Regular Meeting Minutes, as presented, were approved.**

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**TENTH ORDER OF BUSINESS**

**Staff Reports**

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**A. District Counsel: Straley Robin Vericker**

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

There were no District Counsel or District Engineer reports.

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

**▪ Field Operations Manager: Mark Hills**

**This item was an addition to the agenda.**

Mr. Hills reported the following:

➤ There were a few issues with the wells and the necessary repairs are being made.

➤ A few newer tracts between the houses are being mowed this week.

➤ He will meet with the landscapers in the following week to make sure everything is completed.

➤ The weeds at the entrance were pulled.

• **NEXT MEETING DATE: September 25, 2023 at 1:00 PM**

○ **QUORUM CHECK**

The next meeting will be held on September 25, 2023, unless cancelled.

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**ELEVENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

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There were no Board Members or requests.

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**TWELFTH ORDER OF BUSINESS**

**Public Comments**

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There were no public comments.

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**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

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**On MOTION by Mr. White and seconded by Mr. Perlman, with all in favor, the meeting adjourned at 1:35 p.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**HILLS OF MINNEOLA**

**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**

**REPORTS**

**HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

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

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 23, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>November 27, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>January 22, 2024 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>February 26, 2024 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>March 25, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>April 22, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>May 20, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>June 24, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>July 22, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>August 26, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>September 23, 2024</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>