

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT
DISTRICT**

July 25, 2022

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

Hills of Minneola Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

July 18, 2022

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 July 25, 2022 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. Ratification of Change Orders
 - A. Jr. Davis Construction Co., Inc., Change Order #01 – Area 2 Mass Grading
 - B. Jr. Davis Construction Co., Inc., Change Order #02 – Area 2 Mass Grading
 - C. Hughes Brothers Construction, Inc., Change Order No. 3 – Area 2 Mass Grading
4. Ratification of Association Solutions of Central Florida, Inc., First Amendment to the Field Operations Management Agreement
5. Update: Stormwater Needs Analysis
6. Consideration of Response(s) to Request for Proposals (RFP) for Landscape Maintenance and Irrigation Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent(s):
 - I. Trimac Outdoor
 - II. Yellowstone Landscape
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract

- 7. Discussion: Encroachment Request for 2318 Gold Dust Drive
- 8. Continued Discussion: Fiscal Year 2023 Proposed Budget
- 9. Acceptance of Unaudited Financial Statements as of June 30, 2022
- 10. Approval of May 23, 2022 Regular Meeting Minutes
- 11. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. 0 Registered Voters in District as of April 15, 2022
 - II. NEXT MEETING DATE: August 22, 2022 at 1:00 p.m. {Public Hearing to Adopt Fiscal Year 2023 Budget}

- o QUORUM CHECK

Denver Marlow	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Daniel Edwards	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
James Dunn	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Richard Jerman	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Max Perlman	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

Should you have any questions or concerns, please do not hesitate to contact me directly at 561-346-5294 or Daniel Rom at 561-909-7930.

Sincerely,

Cindy Carbone
Cindy Carbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 801 901 3513

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

3A

Change Order #01

HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT
 C/O Wrathell, Hunt & Associates, LLC
 1750 WEST BROADWAY, STE 111
 OVIEDO, FL 32765

Distribution HILLS OF MINNEOLA

 Office Field
 Other

Job: HILLS OF MINNEOLA
 2092-

Contract Number: 2092- HILLS OF MINNEOLA PUD Area 2 Pod 8 MG

Change Order #: CO1: FUEL ESCALATION APR.2022

To (Contractor): Jr. Davis Construction Co., Inc.
 210 Hanger Road
 Kissimmee, FL 34741

Change Order Date: 05/25/22

Change Order Page: 1

You are directed to make the following changes in this Contract: Fuel Escalation for April 2022

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
1	8000	1.000	MO	CO1: FUEL ESCALATION APR.2022	25,213.53000	25,213.53
Total for Change Order 01						25,213.53

D/M


05/30/22


Not valid until signed by both the Owner and Contractor. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	8,924,949.48
The net change by previously authorized Change Orders was	0.00
The Contract Sum prior to this Change Order was	8,924,949.48
The Contract Sum will be increased by this Change Order	25,213.53
The new Contract Sum will be	8,950,163.01

Contracts Days Changed By 8 Days

The Contract Time will be unchanged

Authorized By Owner: 
 HILLS OF MINNEOLA CDD
 C/O Wrathell Hunt & Assoc., LLC
 1750 WEST BROADWAY, STE 111
 OVIEDO, FL 32765

Accepted By Contractor: 
 Jr. Davis Construction Co., Inc.
 210 Hanger Road Kissimmee,
 FL 34741

Engineer: _____

BK

**2092 - HILLS OF MINNEOLA AREA 2 POD 8 MASS GRADE
Jr Davis Construction**

Fuel Index Summary by Period

<https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>

Period	Monthly Index	Monthly Index Difference	Total GAL	Monthly Index Value
Template	-	(2.1636)	-	\$ -
August-21	2.3370	-	31,586.00	\$ -
September-21	2.2773	-	8,830.00	\$ -
October-21	2.4857	0.0943	38,546.00	\$ 3,635.85
November-21	2.6307	0.2393	43,021.00	\$ 10,296.00
December-21	2.2617	-	21,779.00	\$ -
January-22	2.5588	0.1674	33,991.00	\$ 5,690.94
February-22	2.8858	0.4944	24,721.00	\$ 12,222.68
March-22	3.1550	0.7636	22,108.00	\$ 16,882.22
April-22	3.8260	1.4346	17,575.00	\$ 25,213.53
	-	(2.1636)	-	\$ -
Remaining - May 22	4.6665	2.2751	157,502.00	\$ 358,336.74
			Sub-Total	\$ 432,277.97

Contract Index - July 21	2.2775
<i>Do NOT Edit this Cell Once Entered</i>	

- 1) Enter Payment Period in Column A
- 2) Link Column B with Appropriate Period Index
- 3) Column C will Calculate Itself
- 4) Link Column D with Appropriate Period Total
- 5) Column E will Calculate Itself

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

3B

Change Order #02

HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT
 C/O Wrathell Hunt & Associates, LLC
 2300 Glades Rd., Suite 410-W
 Boca Raton, FL 33431

Distribution HILLS OF MINNEOLA PUD Area 2 Pod 8 MG

 Office Field
 Other

Job: HILLS OF MINNEOLA
 2092-

Contract Number: 2092- HILLS OF MINNEOLA PUD AREA 2 POD 8 MASS GRADE
 Change Order #: CO2: FUEL ESCALATION MAY 2022

To (Contractor): Jr. Davis Construction Co., Inc.
 210 Hangar Road
 Kissimmee, FL 34741

Change Order Date: 06/20/22
 Change Order Page: 1

You are directed to make the following changes in this Contract: Fuel Escalation May 2022

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
1	8002	1.000	.LS	CO2: FUEL ESCALATION MAY 2022	36,488.45000	36,488.45
Total for Change Order 02						36,488.45

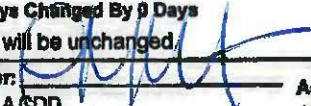
DM
 06/30/22

Not valid until signed by both the Owner and Contractor. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	8,924,949.48
The net change by previously authorized Change Orders was	25,213.53
The Contract Sum prior to this Change Order was	8,950,163.01
The Contract Sum will be increased by this Change Order	36,488.45
The new Contract Sum will be	8,986,651.46

Contracts Days Changed By 0 Days

The Contract Time will be unchanged.

Authorized By Owner: 
 HILLS OF MINNEOLA CDD
 C/O Wrathell Hunt & Associates, LLC
 2300 Glade Rd., Suite 410-W
 Boca Raton, FL 33431

Accepted By Contractor: 
 Jr Davis Construction Co., Inc.
 210 Hangar Road Kissimmee,
 FL 34741

Engineer: _____

**2092 - HILLS OF MINNEOLA AREA 2 POD 8 MASS GRADE
Jr Davis Construction**

Fuel Index Summary by Period

<https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>

Period	Monthly Index	Monthly Index Difference	Total GAL	Monthly Index Value
Template	-	(2.1636)	-	\$ -
August-21	2.3370	-	31,586.00	\$ -
September-21	2.2773	-	8,830.00	\$ -
October-21	2.4857	0.0943	38,546.00	\$ 3,635.85
November-21	2.6307	0.2393	43,021.00	\$ 10,296.00
December-21	2.2617	-	21,779.00	\$ -
January-22	2.5588	0.1674	33,991.00	\$ 5,690.94
February-22	2.8858	0.4944	24,721.00	\$ 12,222.68
March-22	3.1550	0.7636	22,108.00	\$ 16,882.22
April-22	3.8260	1.4346	17,575.00	\$ 25,213.53
May-22	4.6665	2.2751	16,038.00	\$ 36,488.45
Remaining - June 22	4.5482	2.1568	141,459.00	\$ 305,102.31
			Sub-Total	\$ 415,531.99

Contract Index - July 21	2.2775
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Period:	Description	May-22		
		Period Quantity	Diesel (Gallons)	Diesel Index Factor
	Field General Conditions		-	3,384.00000
	Mobilization		-	32.00000
	Construction Survey / Layout	0.05	45.00	897.60000
	Certified Asbuilts	0.05	6.00	120.00000
	Type III Silt Fence		-	0.04500
	Double Row Type III Silt Fence		-	0.09000
	Remove Existing Curb		-	0.07632
	Remove Existing Trestle		-	0.04688
	Construction Entrance & Asphalt/Base Apron		-	128.44150
	Clear, Grub, & Disk (Burn)		-	142.34667
	Restore Entrance ROW		-	1.82524
	Site/Pond Excavation	128,000.00	9,478.00	0.07401
	Haul Road Maintenance		-	22,764.40000
	Stockpile Eccess PM		-	0.02053
	Embankment	58,000.00	1,636.00	0.02821
	Overexcavate Clay in Pond and Onsite	32,000.00	2,891.00	0.09036
	Embankment	36,160.00	1,009.00	0.02789
	Mass Grading	110,848.00	978.00	0.00882
	Grade Pond Slopes & Bottoms		-	0.01600
	24" RCP		-	1.05515
	36" RCP		-	1.63859
	42" RCP		-	2.81605
	60" RCP		-	3.44059
	24" RCP MES		-	35.35000
	36" RCP MES		-	47.00833
	42" RCP MES		-	54.01950
	60" RCP MES		-	79.57500
	Rip Rap		-	2.74709
	Storm Manhole		-	63.74935
	Type 'E' DBI		-	42.64600
	Overflow Weir		-	66.66667

Base (Contract) Index **2.2775**
 Proposal Date: **7/7/2021**

Total Gallons **16,038.00**

Monthly (Period) Index	4.6665	Enter for Each Period
Index Difference	2.2751	Auto Calculated
Period Dollars	\$ 36,488.45	

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

3C

CHANGE ORDER NO. 3
Hills of Minneola Area 2 Mass Grading



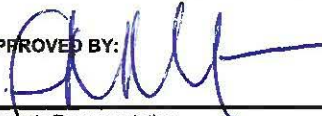
PROJECT: Hills of Minneola Area 2 Mass Grading
DATE: 6/23/2021
CONTRACTOR: Hughes Brothers Construction, Inc.
 948 Walker Road
 Wildwood, FL 34785
 P: 352-399-6829
 F: 352-399-6830

DIRECTED TO: Hills of Minneola CDD
 1750 W. Broadway Street, Suite 111
 Oviedo, FL 32765

ATTN: Denver Marlow

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	GENERAL CONDITIONS				
40	Silt Fence	1885.00	LF	\$ 1.25	\$ 2,356.25
	SUBTOTAL GENERAL CONDITIONS				\$ 2,356.25
	EARTHWORK				
80	Clearing & Grubbing	1.00	LS	\$ 6,515.00	\$ 6,515.00
New	Import Fill from Phase 1 Stockpile	9162.00	CY	\$ 3.80	\$ 34,815.60
120	Fine Grade Disturbed Areas	5480.00	SY	\$ 0.35	\$ 1,918.00
125	Fine Grade Slopes & Swales	4360.00	SY	\$ 0.45	\$ 1,962.00
	SUBTOTAL EARTHWORK				\$ 45,210.60
	GRASSING				
155	Sod Slopes & Swales	4360.00	SY	\$ 2.35	\$ 10,246.00
160	Seed & Mulch Dist. Areas	5480.00	SY	\$ 0.25	\$ 1,370.00
	SUBTOTAL GRASSING				\$ 11,616.00
	TOTAL CHANGE ORDER #3				\$ 59,182.85

Note: This CO is for the additional fill required on pads near the recreation tract and Triple E Road in Phase 3 to build pads out to required depth.

APPROVED BY: 

 Owner's Representative
 Denver Marlow

 Printed Name
 05/06/21

 Date

HUGHES BROTHERS CONSTRUCTION, INC.
 948 Walker Road
 Wildwood, FL 34785

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

4

First Amendment to the Field Operations Management Agreement

This First Amendment to the Field Operations Management Agreement (this “**Amendment**”) is made and entered into as of June 1, 2022 between the **Hills of Minneola Community Development District** (the “**District**”) and **Association Solutions of Central Florida, Inc.**, a Florida corporation (the “**Field Operations Manager**”).

Background Information

The District and Field Operations Manager entered into the Field Operations Management Agreement dated July 1, 2021 (the “**Agreement**”). The parties desire to increase the compensation paid to the Field Operations Manager. Unless otherwise defined herein, all capitalized terms in this Amendment shall have the meanings ascribed to them in the Agreement.

Operative Provisions


1. **Background Information**. The Background Information stated above is true and correct and is hereby incorporated into this Amendment by this reference.
2. **Modification of Compensation**. Section 3 of the Agreement is hereby replaced in its entirety with the following:

Compensation. The District agrees to pay the Field Operations Manager \$500.00 per month for the services described above. The Field Operations Manager shall submit an invoice each month and the District shall pay the Field Operations Manager within 45 days of receipt of the invoice.

3. **Ratification of All Other Terms and Conditions**. Except as modified by this Amendment, the terms and conditions set forth in the Agreement are hereby ratified and confirmed.


IN WITNESS THEREOF, the parties have caused this Amendment to be duly executed as of the date written above.

**Association Solutions of
Central Florida, Inc.**



Mark Hills
President

**Hills of Minneola
Community Development District**


Richard A Jerman (Jun 1, 2022 10:54 EDT)

Richard A. Jerman
Chair of the Board of Supervisors






scan06012022

Final Audit Report

2022-06-01

Created:	2022-06-01
By:	Daniel Rom (romd@whhassociates.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4F98jUT606ahgRfgWN2JyMLGK71HXDbo

"scan06012022" History

-  Document created by Daniel Rom (romd@whhassociates.com)
2022-06-01 - 2:34:44 PM GMT- IP address: 75.74.237.19
-  Document emailed to Richard A jerman (rjerman@sunterracommunities.com) for signature
2022-06-01 - 2:35:10 PM GMT
-  Email viewed by Richard A jerman (rjerman@sunterracommunities.com)
2022-06-01 - 2:53:30 PM GMT
-  Document e-signed by Richard A jerman (rjerman@sunterracommunities.com)
Signature Date: 2022-06-01 - 2:54:18 PM GMT - Time Source: server
-  Agreement completed.
2022-06-01 - 2:54:18 PM GMT

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

5

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (*e.g.*, five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.*, Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	Hills of Minneola Community Development District
Name of stormwater utility, if applicable:	NA
Contact Person	
Name:	Cindy Cerbone
Position/Title:	District Manager
Email Address:	info@hillsofminneolacdd.net
Phone Number:	561-571-0010

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWWMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

The Hills of Minneola Community Development District is a local, special-purpose government entity authorized by Chapter 190 of the Florida Statutes as amended, and established on July 2, 2019 by the City Council of the City of Minneola, Florida, Ordinance No. 2019-05 as an alternative method of planning, acquiring, operating and maintaining community-wide improvements in planned communities, including stormwater facilities.

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?

If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:

- Does your jurisdiction have a dedicated stormwater utility?

If no, do you have another funding mechanism?

If yes, please describe your funding mechanism.

The stormwater facilities are owned and maintained by the CDD which provides funding for ongoing operation and maintenance activities.

- Does your jurisdiction have a Stormwater Master Plan or Plans?

If Yes:

How many years does the plan(s) cover?

Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

The project has Master Stormwater Plans approved by both the City of Minneola and the SJRWMD, neither of which expire nor have limitations.

Please provide a link to the most recently adopted version of the document (if it is published online):

Plans and reports are available on the St. Johns River Water Management District Website

- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?

If Yes, does it include 100% of your facilities?

If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	Yes
An illicit discharge inspection and elimination program?	Yes
A public education program?	No
A program to involve the public regarding stormwater issues?	No
A “housekeeping” program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	No
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	No
Water quality or stream gage monitoring?	No
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	No
A system for managing stormwater complaints?	Yes

Other specific activities?

Notes or Comments on any of the above:

There are monthly CDD meetings as a forum for managing stormwater complaints.

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)? Yes

Notes or Comments on the above:

The CDD is responsible for the maintenance of the CDD (public ownership) facilities.

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No):

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	Yes
Invasive plant management associated with stormwater infrastructure?	Yes
Ditch cleaning?	Yes
Sediment removal from the stormwater system (vector trucks, other)?	Yes
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	No
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	No
Non-structural programs like public outreach and education?	No
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:	9,540.00	Feet
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:	0.00	
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):	32	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :	0	
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):	0	
Number of stormwater pump stations:	0	
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):	0	
Number of stormwater treatment wetland systems:	0	

Other:

Notes or Comments on any of the above:

Of the 32 ponds above, 12 are existing and 20 are proposed future expansions.

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes	No	No
Rain gardens	No	No
Green roofs	No	No
Pervious pavement/pavers	No	No
Littoral zone plantings	No	No
Living shorelines	No	No
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

Approved construction plans, master drainage plans, and permits.

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

N/A. See shapefile.

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

N/A

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (e.g., the expiration of an interlocal agreement, introduction of an independent special district, etc.).

N/A

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects.

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs	310	3,247	3,638	4,096	4,612
Brief description of growth greater than 15% over any 5-year period:					
FY 21-22 expenditures include assumed O&M expenditures related to the buildout scenario of operating and maintaining 32 ponds.					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project’s remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, *etc.* Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, *etc.*, that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Area 1 - Construction of 20 Ponds	0	4,000	0	0	0

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input checked="" type="checkbox"/>	Stormwater Master Plan
<input checked="" type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify: <input type="text"/>
<input checked="" type="checkbox"/>	Other(s): Approved construction plans, drainage reports, and permits.

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
 - If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
 - If yes, please provide a link if available:
 - If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

End of Useful Life Replacement Projects with No Identified Funding Source

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A					

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A						
2017-18	N/A						
2018-19	0	0					
2019-20	75,000	75,000					
2020-21	228,800	228,800					

Expansion

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A						
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A						
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

Total		Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund			
2016-17	N/A						
2017-18							
2018-19							
2019-20							
2020-21							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	3,247	3,638	4,096	4,612
Expansion	4,000	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	7,247	3,638	4,096	4,612

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
N/A				
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates.

Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures.

[Link to aggregated table to crosscheck category totals and uncategorized projects.](#)

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0

Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0
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HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

6A



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

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STATE OF FLORIDA, COUNTY OF LAKE

The Daily Commercial, a newspaper printed and published in the city of Leesburg, and of general circulation in the Counties of Lake and Sumter, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

05/13/2022

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LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
HILLS OF MINNEOLA COMMUNITY
DEVELOPMENT DISTRICT
Lake County, Florida

Notice is hereby given that the Hills of Minneola Community Development District ("District") will accept proposals from qualified firms ("Proposers") interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to gillyardd@whhassociates.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than June 16, 2022 at 10:00 AM (EST) at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear "RESPONSE TO REQUEST FOR PROPOSALS (Hills of Minneola Community Development District - Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by sending an email to gillyardd@whhassociates.com, (561)571-0010.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Vivek Babbar at vbabbar@srlegal.com and Mark Hills at info@myhoasolution.com, with a further copy to: Daniel Rom at romd@whhassociates.com.

Hills of Minneola Community Development District
Cindy Cerbone, District Manager
#7282800 1x 5/13/2022

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

6B

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT

2021

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**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT
Lake County, Florida**

Notice is hereby given that the Hills of Minneola Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to gillyardd@whhassociates.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than June 16, 2022 at 10:00 AM (EST) at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS (Hills of Minneola Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by sending an email to gillyardd@whhassociates.com, (561)571-0010.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Vivek Babbar at vbabbar@srvlegal.com and Mark Hills at info@myhoasolution.com, with a further copy to: Daniel Rom at romd@whhassociates.com.

Hills of Minneola Community Development District
Cindy Cerbone, District Manager

HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services
Lake County, Florida

Instructions to Proposers

1. DUE DATE. One (1) written sealed proposal (“**Proposals**”) with a PDF file on a flash-drive must be received by interested parties (“**Proposer**”) no later than June 16, 2022 at 10:00 AM (EST) at the offices of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
May 13, 2022	RFP Notice is issued.
May 13, 2022	RFP package available for download.
June 7, 2022 @ 10:00 AM (EST)	Mandatory pre-proposal meeting with Field Ops. Manager. Meet at the first entrance sign from the FL Turnpike at Hancock Rd and Briar Rose Blvd. Call 407.847.2280 (if needed) for further instructions. Location: Briar Rose Blvd, Minneola, FL 34715
June 10, 2022 at 5:00 PM (EST)	Deadline for questions.
June 16, 2022 at 10:00 AM (EST)	Proposal submittal deadline.
June 16, 2022 at 10:15 AM (EST)	Bid opening.

3. PRE-PROPOSAL MEETING. Each Proposer is required to attend an onsite pre-proposal meeting with the CDD Field Ops. Manager to go discuss the expected scope of work.

4. SIGNATURE ON PROPOSAL. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. PROPOSAL GUARANTEE. Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of Twenty-Five Thousand Dollars (\$25,000) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed ninety (90) days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and

experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District’s operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The “Project Manual,” and any addenda thereto, will be available from the District Manager’s office by sending an email to gillyardd@whhassociates.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Vivek Babbar at vbabbar@srvlegal.com and Mark Hills at info@myhoasolution.com, with a further copy to: Daniel Rom at romd@whhassociates.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after June 10, 2022 at 5:00 PM (EST) will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) written proposal & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Hills of Minneola Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead

in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112, Florida Statutes, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual **(i.e., by no later than May 16, 2022 at 5:00 PM (EST))**, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of One hundred thousand dollars (\$100,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (20 Points Possible) (____ Points Awarded)

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by

the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

END

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Hills of Minneola Community Development District’s (“District”) request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual **(i.e., by no later than May 16, 2022 at 5:00 PM (EST))**, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2022.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ___ days per week;
_____ Technical personnel, who will be onsite ___ days per ____; and
_____ Laborers, who will be onsite ___ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: _____

DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously? Yes ___ No ___ If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer’s total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2020 = _____

2019 = _____

2018 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

**PROPOSAL FORM
PART IV PRICING**

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ _____ Yr

Landscape area wash outs will require ongoing maintenance due to the hilly nature of the community. Any wash out from rain is part of the general monthly maintenance scope of work to “fill and sod on top in sodded areas” and to “fill any non-sodded areas”.

Tree and Palm Tree pruning will be done as needed throughout the year and limited to dry/dead branches and/or brown fronds and seed heads. No green Palm fronds shall be removed. Sucker growth will be removed by hand from the base of trees. Removal of generated debris from the pruning and maintenance cycles.

- Storm Cleanup \$_____/hr
- Freeze Protection (description of ability) _____
\$_____/application (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)
- Hand Watering
\$_____/hr for employee with hand-held hose
\$_____/hr for water truck/tanker
<i>These prices are informational only and NOT to be included in General Landscape Maintenance Cost</i>

PART 2

Fertilization (All labor and materials) \$ _____ Yr

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

CHINESE BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapejas, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

\$ _____ Yr
(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____/Yr (based on quantities below)
(OTC injections per specs - **do not include in Grand Total**)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ _____ / Yr

**Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)**

PART 4

Irrigation (All labor and materials) \$ _____/Yr

Freeze Protection (description of ability) _____

\$_____/application (**do not include in Irrigation Total or Grand Total**)

After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.

At the time of this RFP, there are 77 irrigation zones all being run from battery timers. Sometime in 2022, these will be switched to electric power and approximately five (5) additional zones will be added. Please see Exhibit E current irrigation "As-Builts" for battery operated zones.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

_____ CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ _____/CY (October Application)

And

_____ CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at
\$ _____/CY (April Application)

Installation of Grade "A" Medium Pine Bark Mulch \$ _____/Yr
(This is the total cost if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

Tree Trimming (All labor and materials) \$ _____/Yr

Tree trimming to be done once per year. Canopy to be kept at minimum of seven (7) feet.

The District reserves the right to subcontract any tree trimming event to an outside vendor

PART 7

Porter Service (All labor and materials) \$ _____/Yr

Empty eight (8) trash cans and replace bags located at the park during each visit.

Once installed, empty doggy waste cans and replace bag upon each visit. Refill waste bags at each station, as needed.

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____ /Yr

FIRST ANNUAL RENEWAL

\$ _____ /Yr*

SECOND ANNUAL RENEWAL

\$ _____ /Yr*

THIRD ANNUAL RENEWAL

\$ _____ /Yr*

***Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

- | | | |
|----|---|------------------|
| A. | Mowers w/operator | \$ _____ Hour |
| B. | Tractor w/operator | \$ _____ Hour |
| C. | Supervisor with Transportation | \$ _____ Hour |
| D. | Laborer with hand equipment | \$ _____ Hour |
| E. | Truck w/driver | \$ _____ Hour |
| F. | Irrigation Tech | \$ _____ Hour |
| G. | Granular Pesticide Applicator | |
| | Person with Drop Spreader | \$ _____ Hour |
| H. | Liquid Pesticide Applicator | |
| | Person with Spray Truck | \$ _____ Hour |
| I. | Granular Fertilizer Applicator | |
| | Person with Drop Applicator | \$ _____ Hour |
| J. | Liquid Fertilizer Applicator | |
| | Person with Spray Truck | \$ _____ Hour |
| K. | Granular Weed Control Applicator | |
| | Person with Drop Applicator | \$ _____ Hour |
| L. | Liquid Weed Control Applicator | |
| | Person with Spray Truck | \$ _____ Hour |
| N. | Laborer for Additional Trash Pick-Up | \$ _____ Hour |
| O. | Lump Sum Mowing ⁽¹⁾ , entire community | \$ _____ Per Mow |

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

_____ \$_____ per Hour
_____ \$_____ per Hour
_____ \$_____ per Hour

B. Debris removal equipment unit costs:

_____ \$_____ per Hour
_____ \$_____ per Hour
_____ \$_____ per Hour

C. Other emergency/disaster related unit costs:

_____ \$_____ per Hour
_____ \$_____ per Hour
_____ \$_____ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2022.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Hills of Minneola Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2022.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

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

1. This sworn statement is submitted to Hills of Minneola Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is _____

4. Proposer’s Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____, 2022.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between:

Hills of Minneola Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Lake County, Florida, and having offices at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

_____, a _____, whose address is _____ (“Contractor,” and collectively with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (“Work”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might

otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Cindy Cerbone, Daniel Rom and Mark Hills to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin July 1, 2022 and end June 30, 2023 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor _____ (\$_____) per year. Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). The District will pay the Contractor \$_____ per month for Parts 1, 2, and 4. The District will pay the Contractor the not to exceed amount for Part 3 as such services are rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The

Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

- ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, “Indemnitees”) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

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

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District’s satisfaction and in the District’s discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

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

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

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

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported

assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

24. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

27. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

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

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Hills of Minneola Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: District Counsel

B. If to Contractor: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Lake County, Florida.

32. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell, Hunt & Associates, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT (877)276-0889, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

34. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

- Secretary
- Assistant Secretary

By: _____

- Chairperson
- Vice Chairperson

Date: _____

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C: Other Forms**
- Exhibit D: Maintenance Map**
- Exhibit E: Irrigation As-Builts**

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond

banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of seven to fifteen (7-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below

the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any

paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblines expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Lake County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF LAKE COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR’S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm

Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 77 zones currently run by battery-operated timers. Note: system will by hard-wired sometime in 2022).

These inspections shall include:

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes
5. Replace any batteries, as needed

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of

run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lake County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

TREE TRIMMING

Tree trimming to be done once per year. Canopy to be kept at minimum of seven (7) feet.

Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars.

PART 7

PORTER SERVICES

Contractor is responsible for the removal of all used trash bags within trash cans and replacement of trash bags located at the park during each visit.

Additionally, upon the installation of "dog-waste stations", Contractor is responsible for the removal of each respective used dog-waste bag and replacing the bag upon each visit. Upon each bag removal, Contractor is responsible to replace each with a new bag and refill extra waste bags at each station, as needed.

[END OF SECTION]

EXHIBIT "B"

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)

EXHIBIT "C"
OTHER FORMS

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____
(Please notify District Rep. if any)

HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

EXHIBIT "D"
MAINTENANCE MAP

AREA MOWED & MAINTAINED IN Ph. 1 & 2 EXT. A.

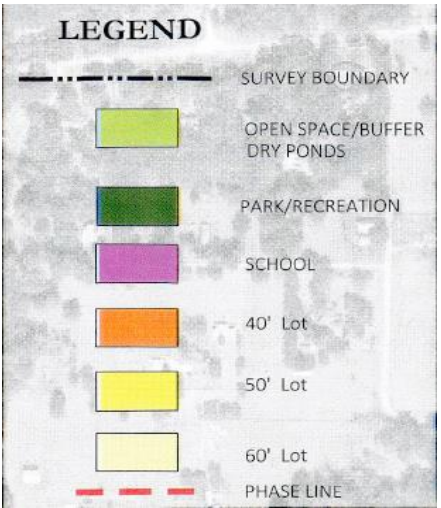
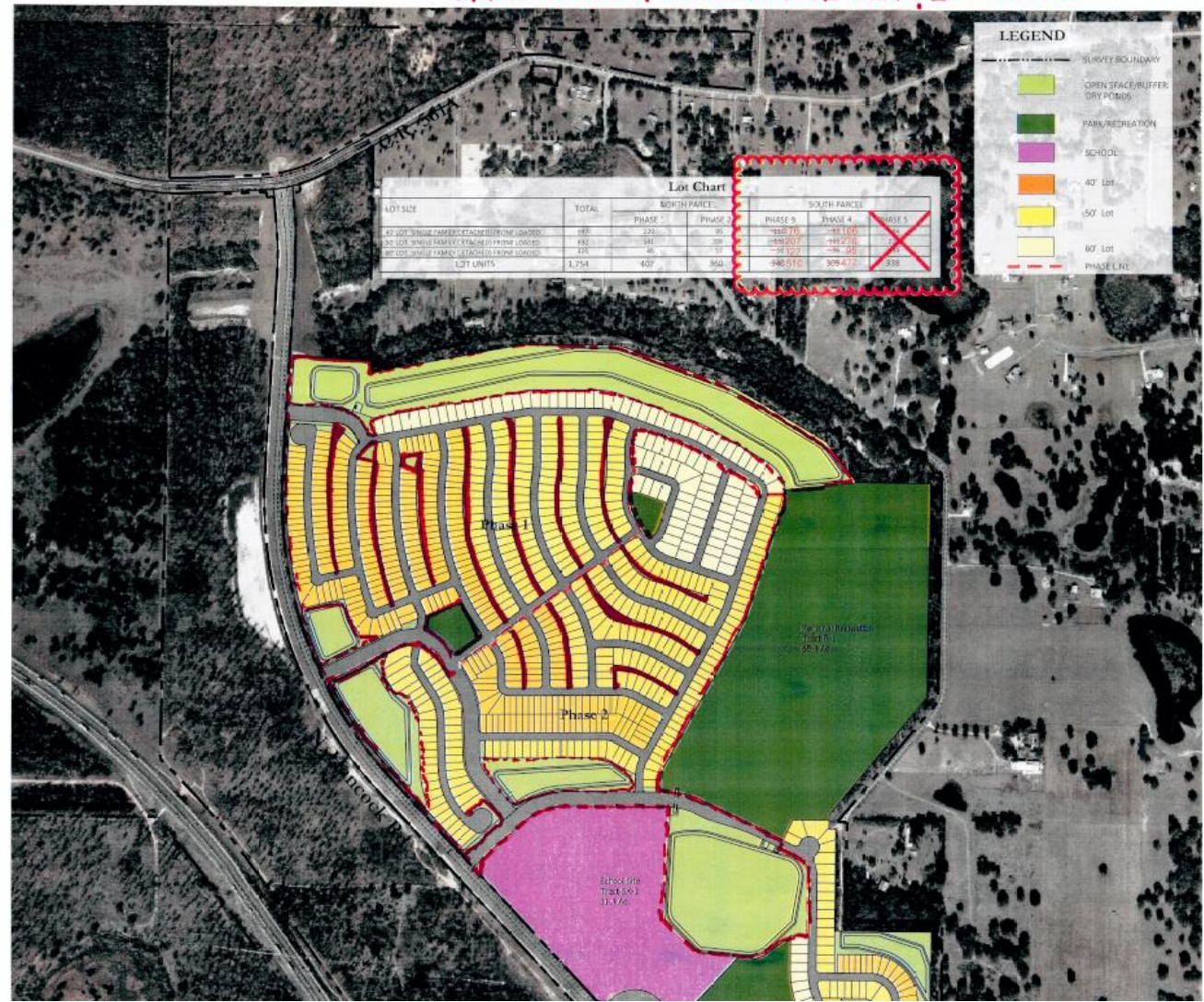
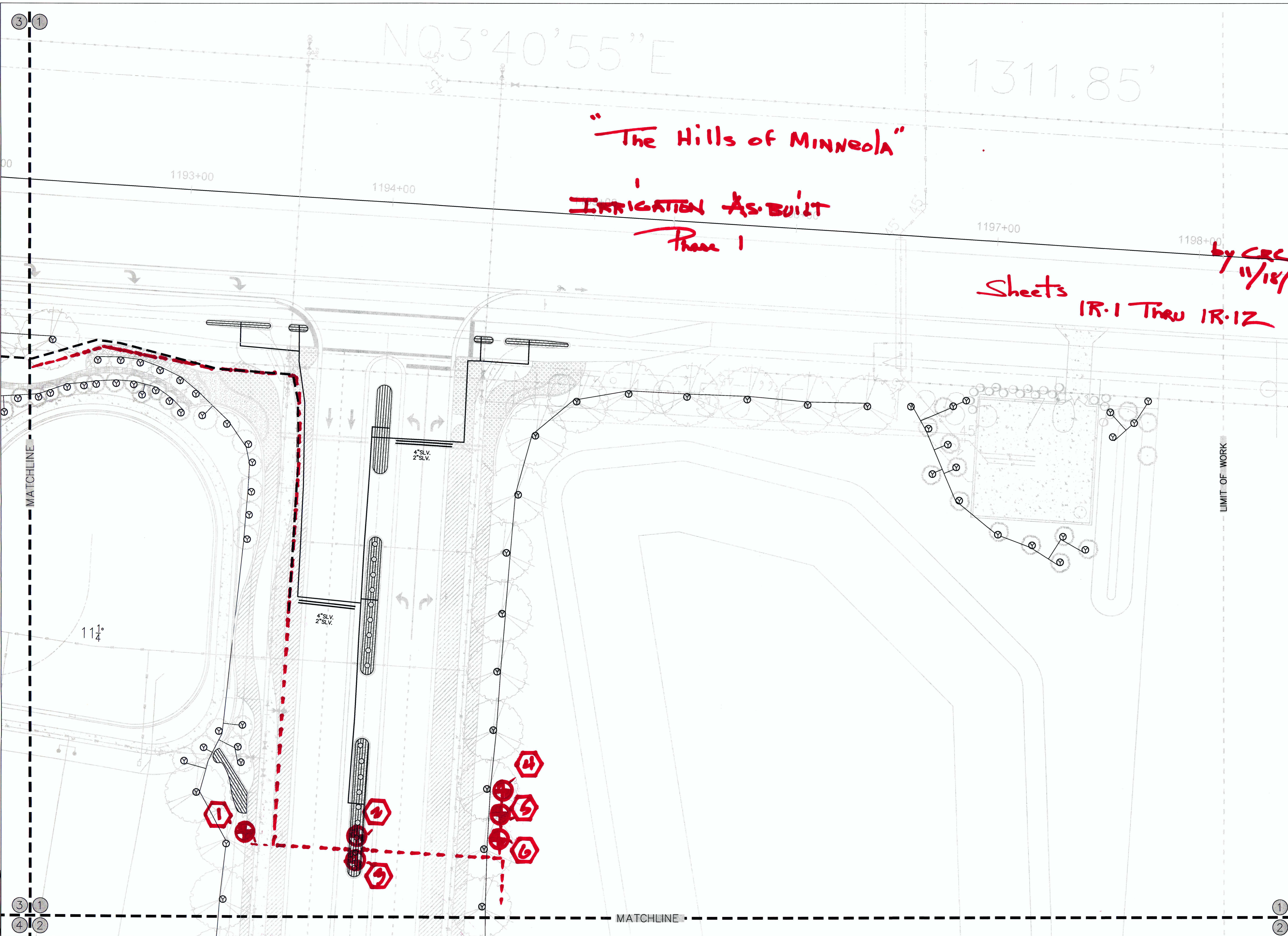


EXHIBIT "E"

IRRIGATION AS-BUILTS



N03°40'55"E

1311.85'

"The Hills of Minneola"

IRRIGATION AS-BUILT
Phase 1

Sheets IR-1 THRU IR-12
by CRC 11/18/21

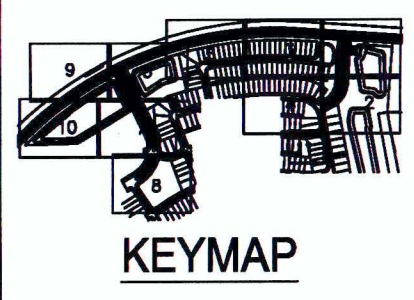
MATCHLINE

LIMIT OF WORK

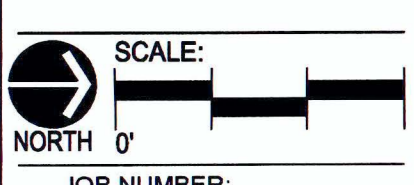
MATCHLINE



DATE	REV.	DESCRIPTION



ARCHITECT #



JOB NUMBER:
IRRIGATION PLAN
IR-1



3 1
4 2

1
2

MATCHLINE

4 SLV.
2 SLV.

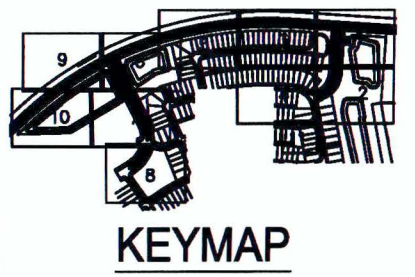
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MATCHLINE

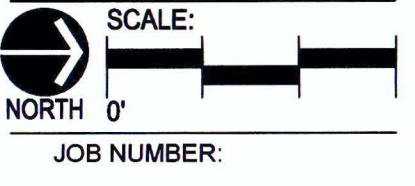
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DATE	REV.	DESCRIPTION

RELEASED FOR	DATE

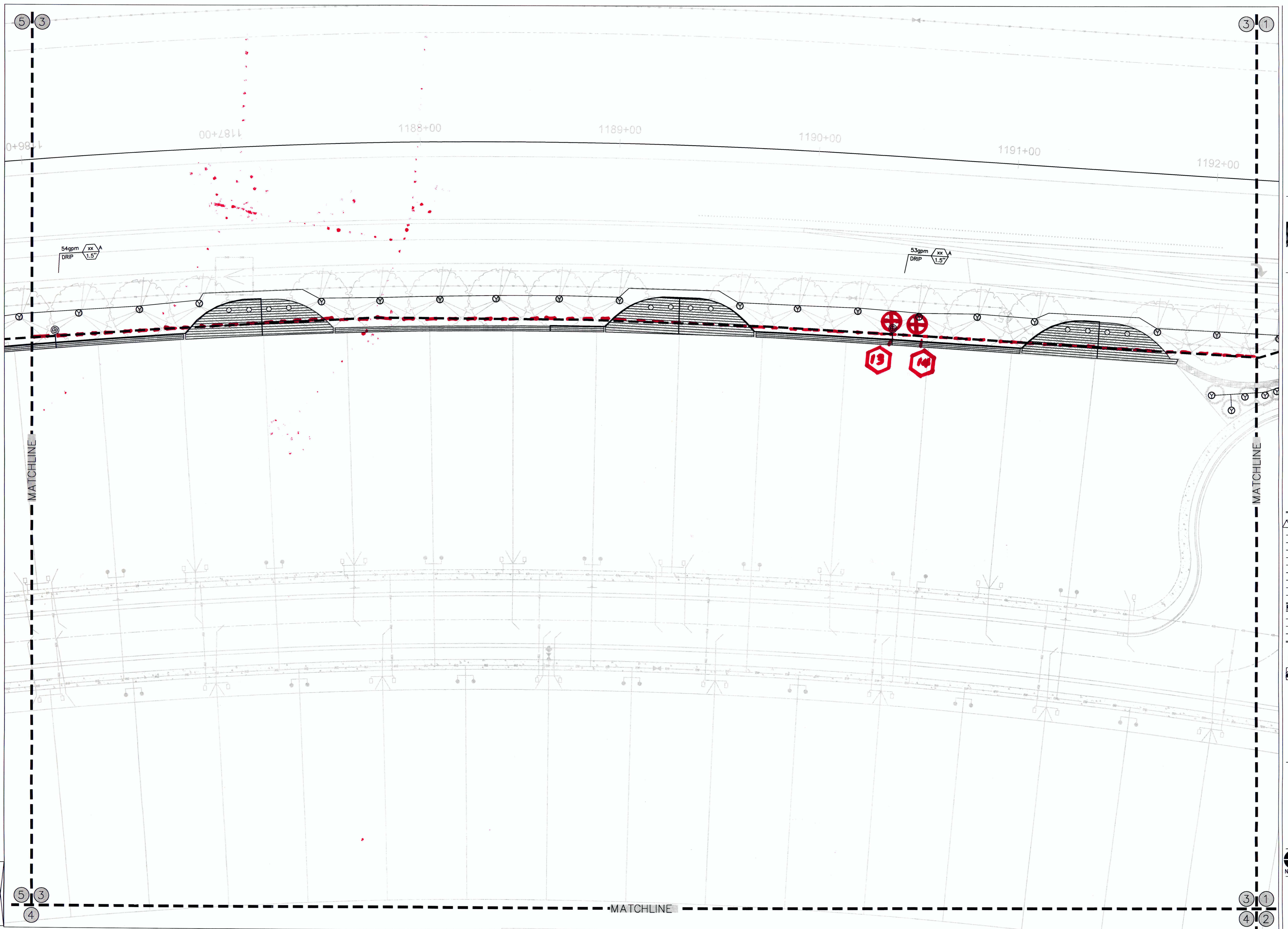


ARCHITECT #



JOB NUMBER:
IRRIGATION PLAN
IR-2





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3 1

5 3
4

3 1
4 2

1186+00 1187+00 1188+00 1189+00 1190+00 1191+00 1192+00

54gpm
DRIP xx A
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DRIP xx A
1.5"

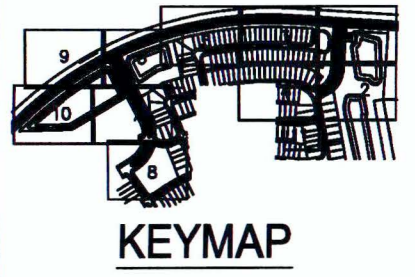
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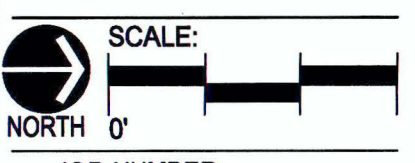
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DATE	REV. DESCRIPTION

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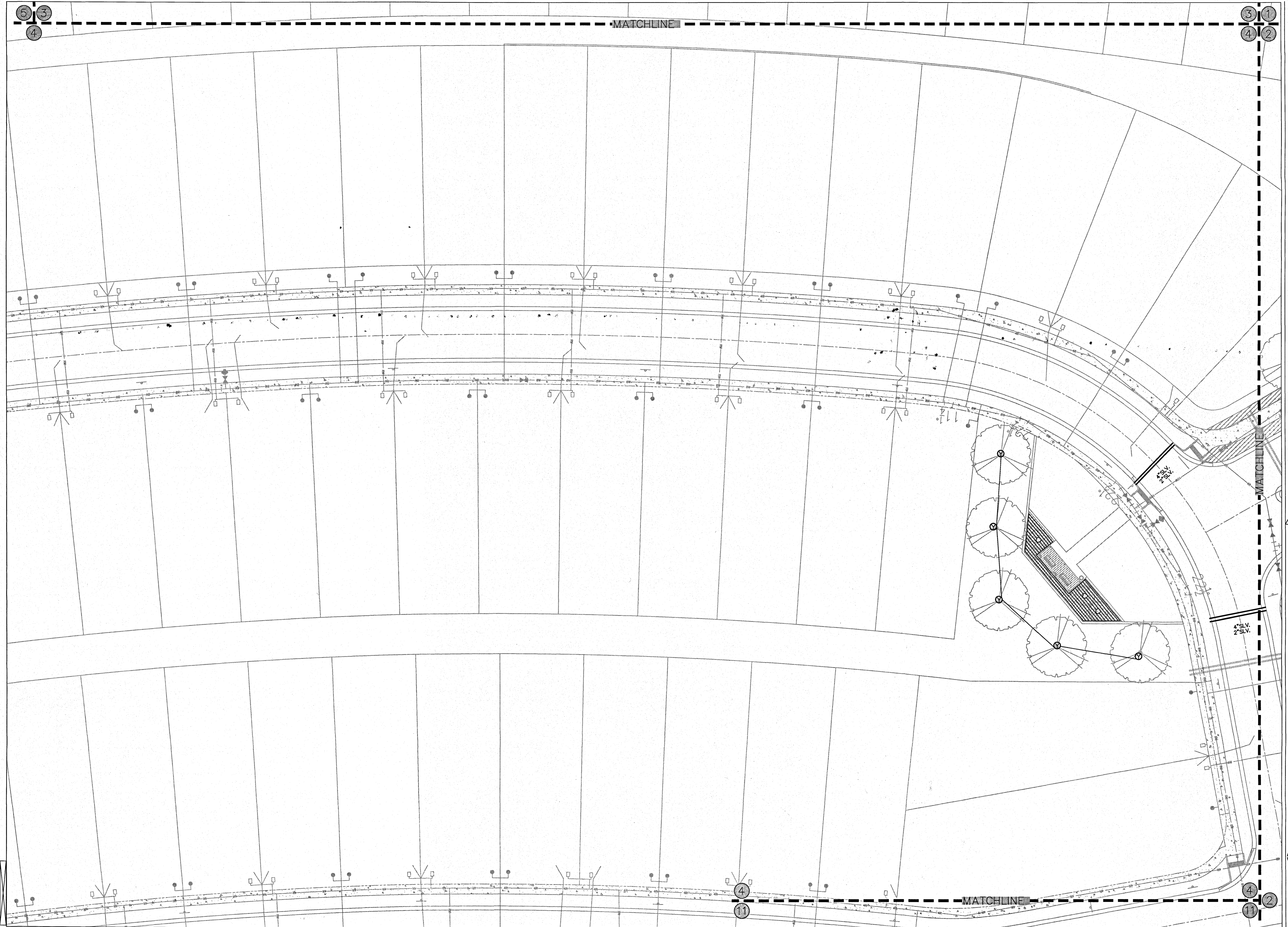
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JOB NUMBER:

IRRIGATION PLAN
IR-3





3
4

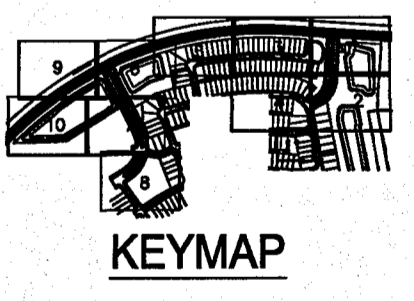
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4

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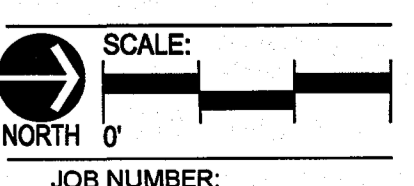
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DATE	REV. DESCRIPTION

RELEASED FOR	DATE



ARCHITECT #



JOB NUMBER:
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 IR-4

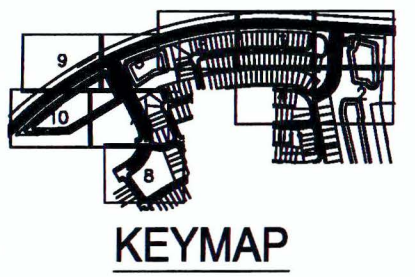


MAINLINE AND CONTROL VALVES ARE SHOWN OFFSET FOR GRAPHIC CLARITY. INSTALL ALL MAINLINE AND VALVES IN THE LANDSCAPE AREA. SET THE IRRIGATION MAINLINE ROUTE TO AVOID CONFLICTS WITH TREE INSTALLATION. (TYPICAL)

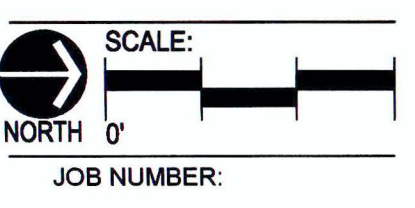


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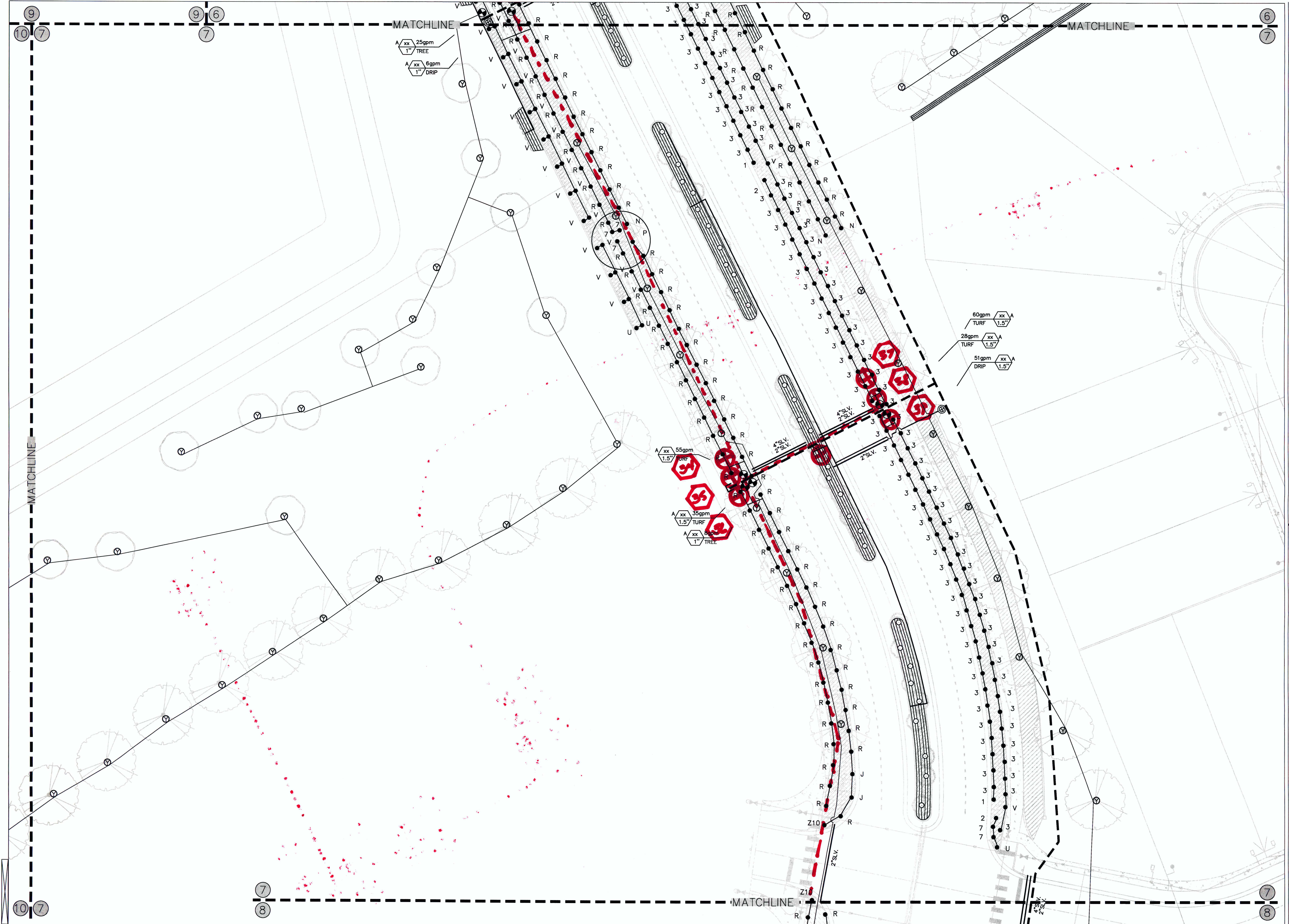
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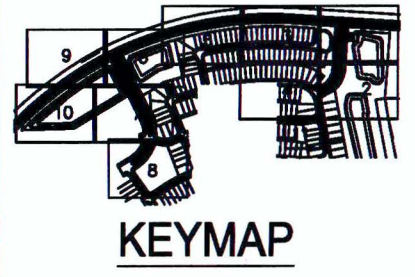


IR-6

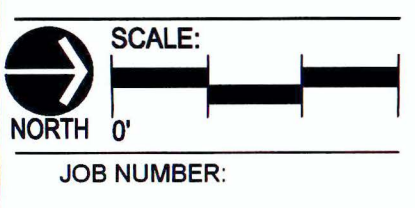


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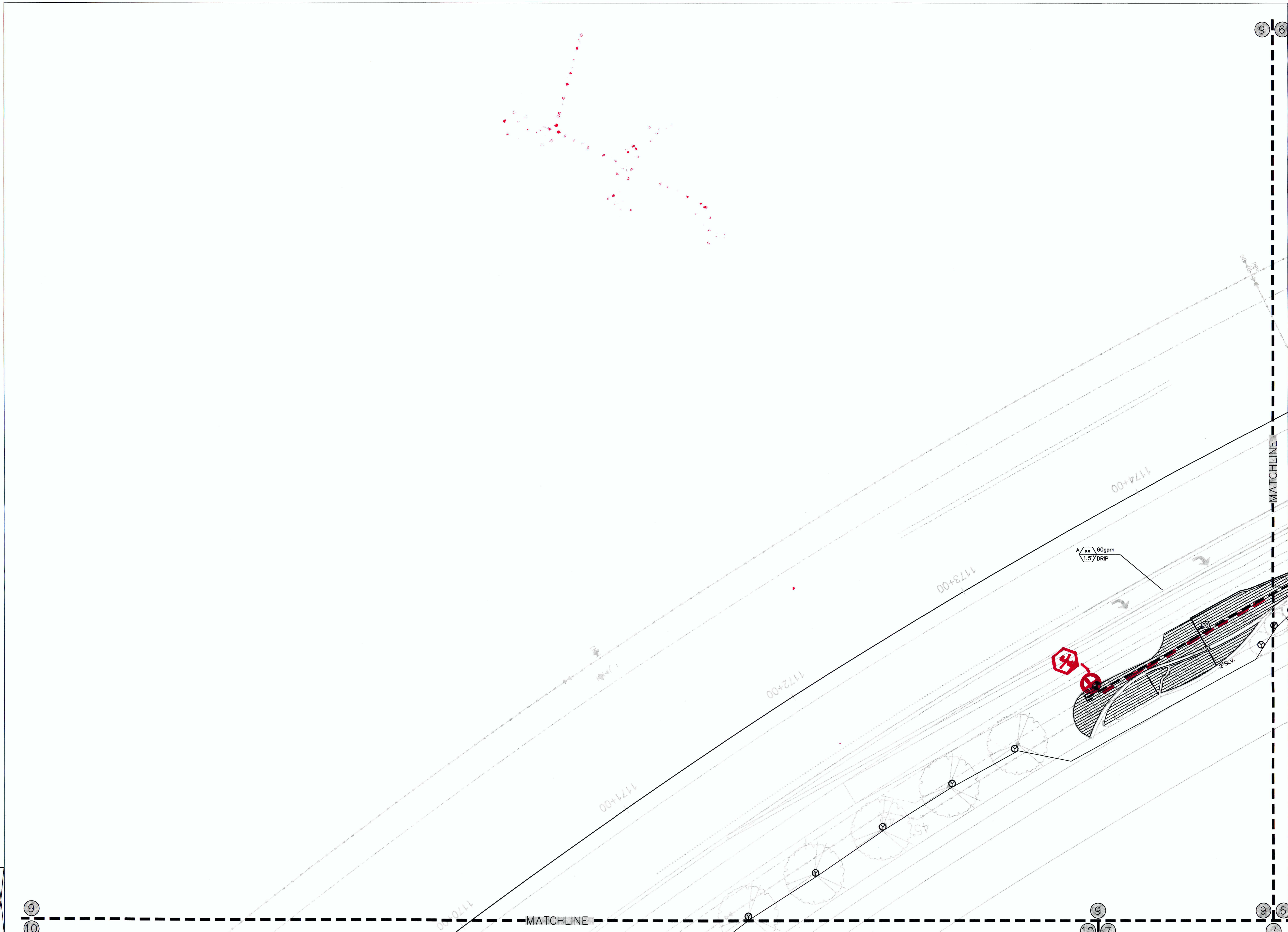
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ARCHITECT # _____

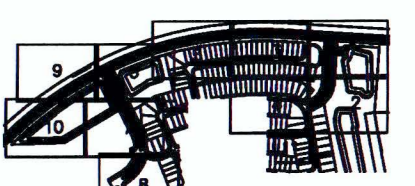


IRRIGATION PLAN
IR-7



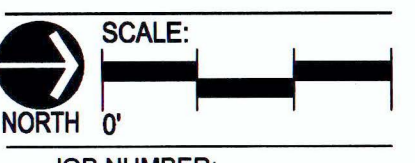
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RELEASED FOR	DATE



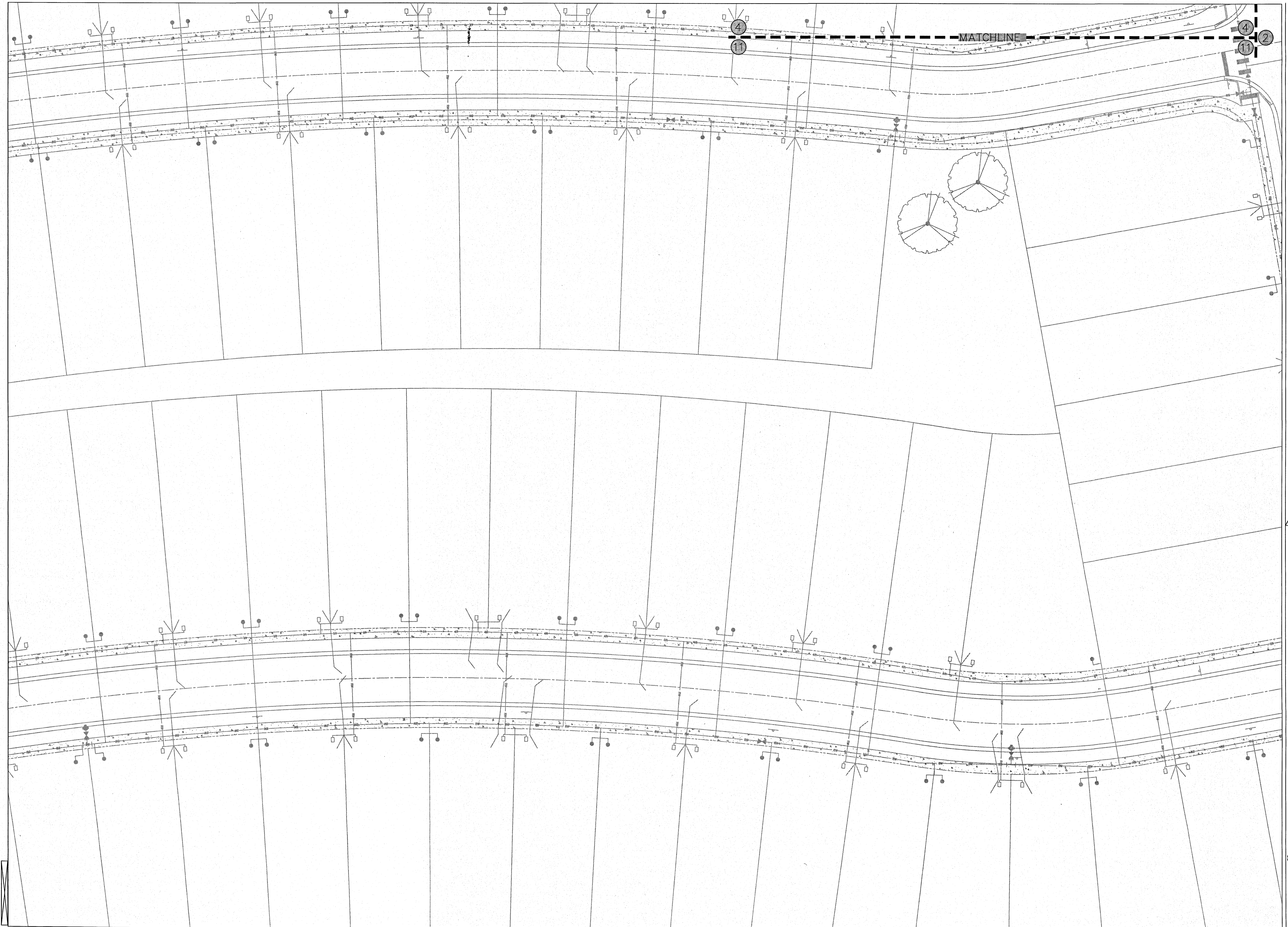
KEYMAP

ARCHITECT #



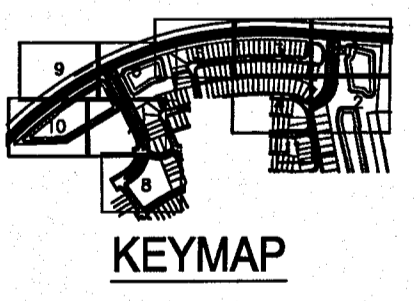
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IRRIGATION PLAN IR-9

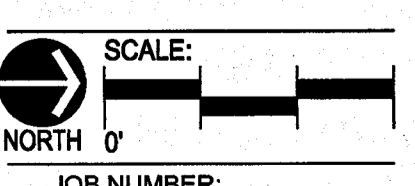


DATE	REV.	DESCRIPTION

RELEASED FOR	DATE



ARCHITECT #



JOB NUMBER:
 IRRIGATION PLAN
IR-11

REUSE

- 5.) INSTALL POP-UP HEADS 18" FROM WALLS, 6" FROM WALKS, DECKS AND CURBS, 6 FEET FROM CURBLESS ROADS, AND 30" FROM THE END OF PARKING SPACES. PROVIDE LAVENDER CAPS AS REQUIRED.
- 6.) SET TOP OF POP-UP HEAD CAPS 1" ABOVE FINISHED GRADE PRIOR TO SOD OR MULCH INSTALLATION.
- 7.) REFER TO UTILITY PLANS PRIOR TO TRENCHING. THE IRRIGATION INSTALLER SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO UTILITIES CAUSED BY THEIR WORK DURING THE PROJECT.
- 8.) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.
- 9.) ELECTRIC POWER SUPPLY FOR THE IRRIGATION CONTROLLER SHALL BE BROUGHT TO A JUNCTION BOX AT THE CONTROLLER LOCATION BY THE BUILDING ELECTRICAL CONTRACTOR. IRRIGATION INSTALLER TO PROVIDE ELECTRICAL PERMITS AND LICENSED ELECTRICIAN TO CONNECT THE IRRIGATION CONTROLLER EQUIPMENT TO THE POWER SUPPLY.
- 10.) IRRIGATION WATER CONNECTIONS AND SYSTEM CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF LOCAL CODES FOR IRRIGATION INSTALLATION, SIGNAGE, PLACARDS AND CONNECTIONS TO THE RECLAIMED WATER SUPPLY. THE TERM LAVENDER CAPS ON THESE PLANS REFERS TO PANTONE COLOR #512, PER PLUMBING CODES AND THE USE OF RECLAIMED WATER FOR LANDSCAPE IRRIGATION.
- 11.) IRRIGATION INSTALLER TO ACQUIRE ALL PERMITS AND UTILIZE ALL SAFETY PRECAUTIONS REQUIRED TO WORK IN ROW OF ROADWAY.
- 12.) SIXTY (60) PSI MINIMUM STATIC WATER PRESSURE IS REQUIRED FOR THE EFFICIENT OPERATION OF THE IRRIGATION SYSTEM AS DESIGNED. VERIFY THE MINIMUM STATIC WATER PRESSURE AND VOLUME IS AVAILABLE AT THE PROJECT SITE PRIOR TO BEGINNING THE IRRIGATION INSTALLATION. NOTIFY THE LANDSCAPE ARCHITECT IN WRITING IF THE MINIMUM STATIC WATER PRESSURE OR WATER VOLUME IS NOT AVAILABLE.
- 13.) AT THE END OF PARKING SPACES PLACE HEADS IN LINE WITH PARKING STRIPES OR 2.5 FEET FROM BACK OF CURB. (TYPICAL)
- 14.) PRIOR TO STARTING THE WORKS INSPECT THE SITE AND LOCATE ALL EXISTING IRRIGATION PIPES, WIRES AND EQUIPMENT. PROVIDE LABOR AND MATERIALS TO REPAIR ANY DAMAGED EXISTING IRRIGATION. PROVIDE "LIFELINE" PIPES AND WIRES TO KEEP ADJACENT IRRIGATION ZONES OPERATIONAL THROUGHOUT THE WORKS.
- 15.) THE IRRIGATION MAINLINE IS DRAWN OFFSET FOR GRAPHIC CLARITY. DO NOT SCALE THE MAINLINE FROM THE DRAWING FOR INSTALLATION. LAYOUT THE IRRIGATION MAINLINE ROUTE IN THE FIELD TO AVOID PROPOSED AND EXISTING TREE ROOT ZONES AND UTILITIES.

IRRIGATION CONTROL VALVE. PLASTIC BODY WITH VALVE ID TAG. MOUNT IN 19" RECTANGULAR VALVE BOX WITH PURPLE LID. SIZE INDICATED ON PLAN. PROVIDE UV 14AWG COPPER CONTROL WIRE TO ALL VALVES. RAINBIRD PERSB PRS VALVE SERIES, OR EQUAL. HUNTER ICV WITH FILTER SENTRY VALVE SERIES, OR EQUAL.

IRRIGATION ISOLATION VALVE. SIZE SAME SIZE AS PIPE. MOUNT IN 19" RECTANGULAR VALVE BOX WITH 8" NDS DRAIN PIPE EXTENSION AS NEEDED. 2.5" AND SMALLER - BRONZE THREAD ON TYPE WITH WHEEL HANDLE. 3" AND LARGER - CAST IRON GASKET JOINT TYPE WITH 2" OPERATING NUT HANDLE, AND VALVE TO PIPE RESTRAINING FITTINGS. PROVIDE ONE VALVE KEY FOR EACH TYPE VALVE INSTALLED.

PVC MAIN LINE PIPE WITH METALLIC MARKING TAPE. CLASS 200, PURPLE PVC. INSTALL 18" DEEP. 2.5" AND SMALLER, SOLVENT WELD PVC PIPE AND FITTINGS. 3" AND LARGER, GASKET JOINT PIPE AND HARCO DUCTILE IRON GASKET JOINT FITTINGS AND CONCRETE THRUST BLOCKS.

PVC LATERAL LINE PIPE. PURPLE PVC. INSTALL 12" DEEP. 3/4" AND LARGER, CLASS 200, PVC. 1/2" PIPE SIZE, CLASS 315, PVC. 2.5" AND SMALLER, SOLVENT WELD PVC PIPE AND FITTINGS.

PVC SLEEVE PIPE. CLASS 200, PVC. SOLVENT WELD PVC PIPE AND FITTINGS.

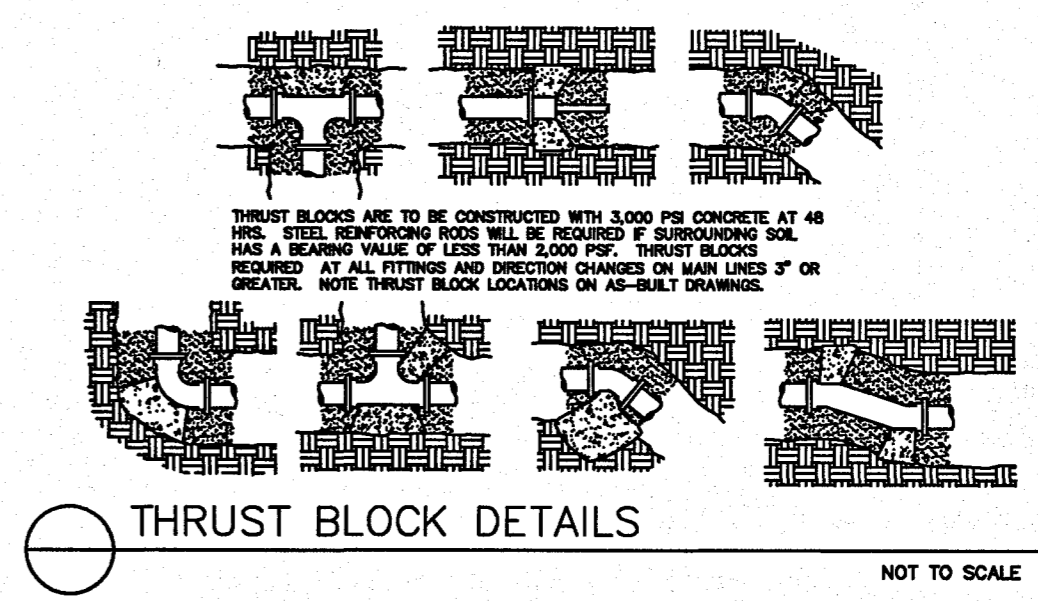
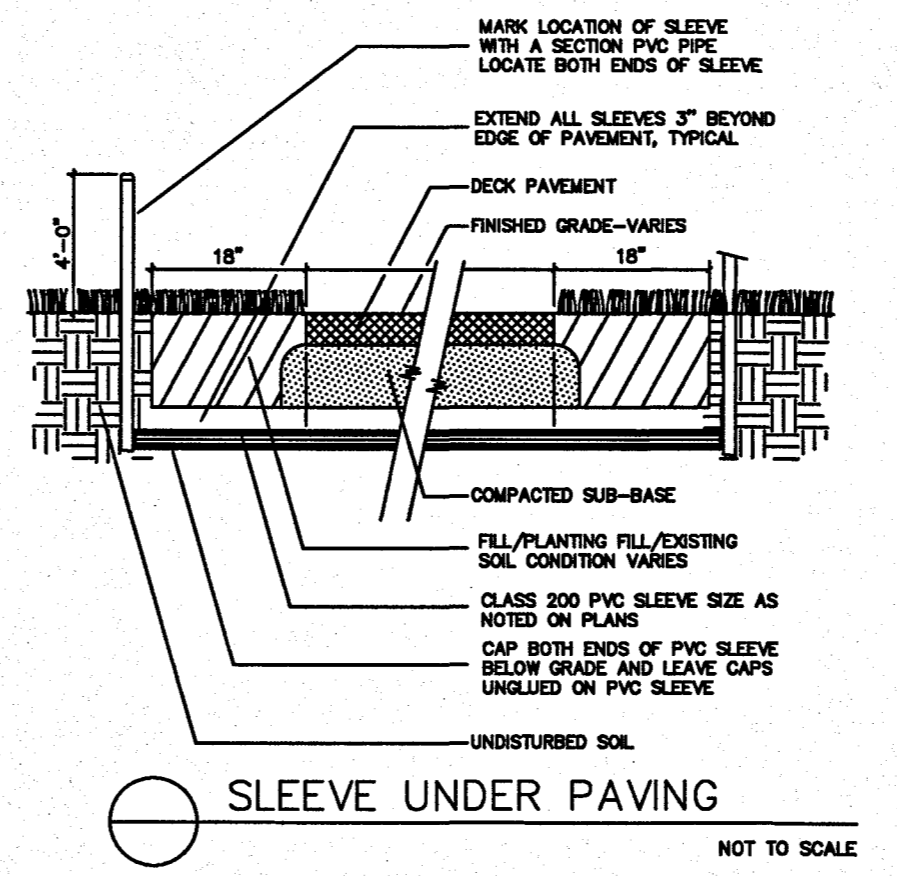
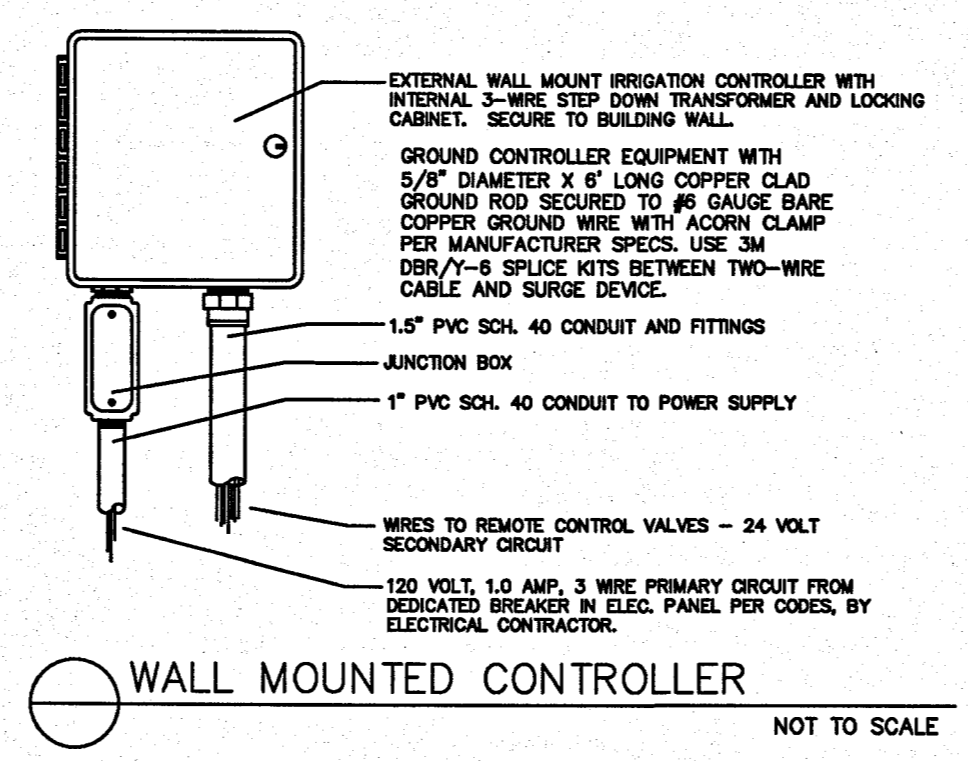
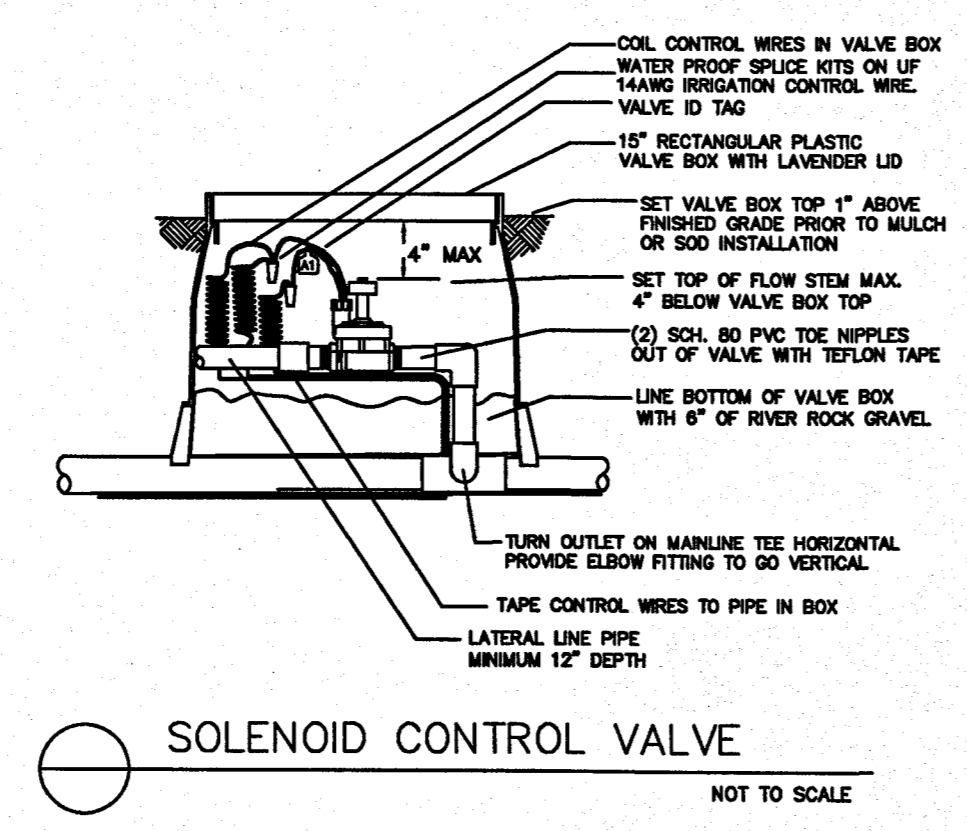
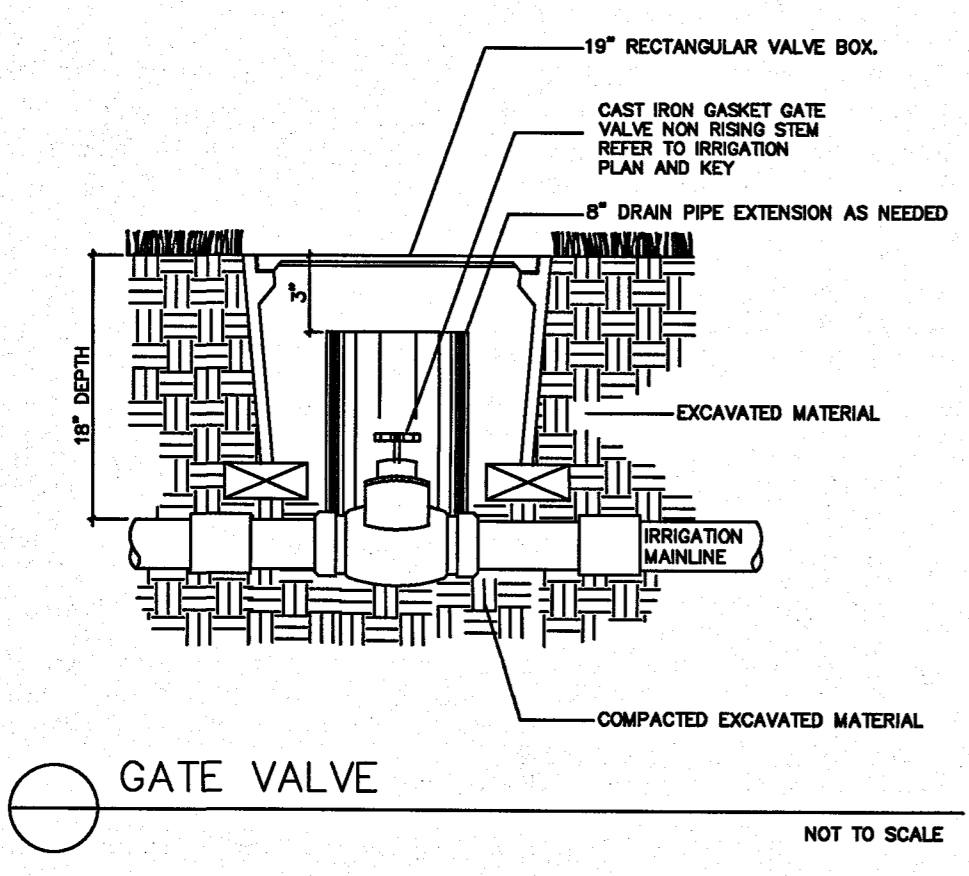
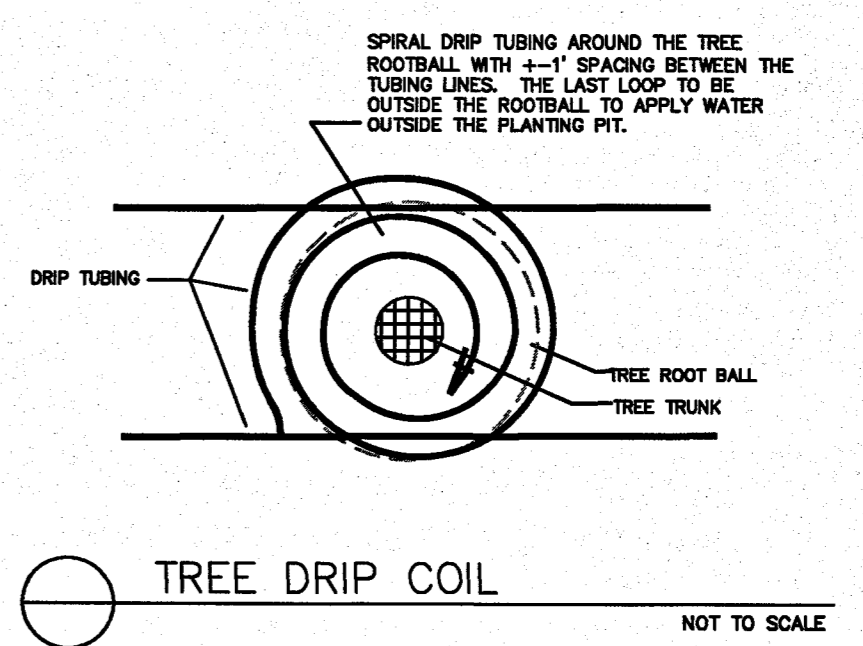
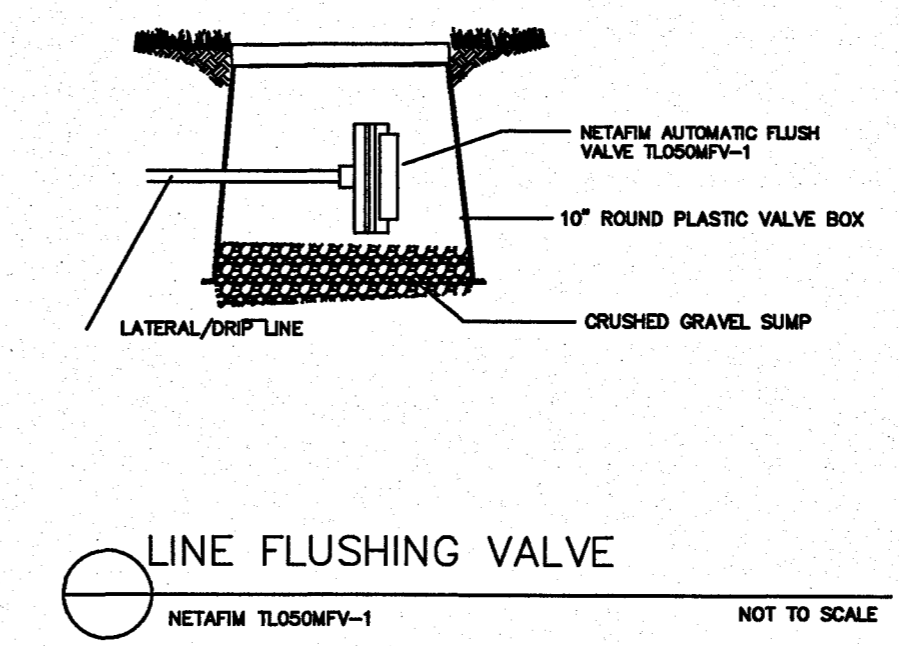
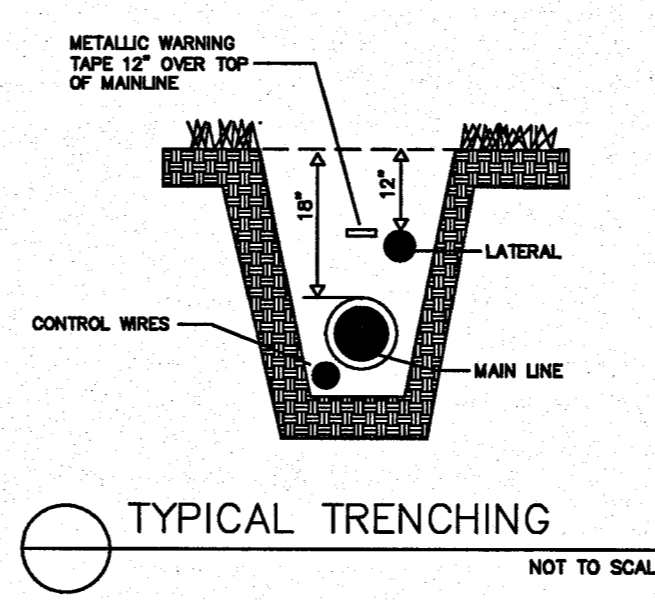
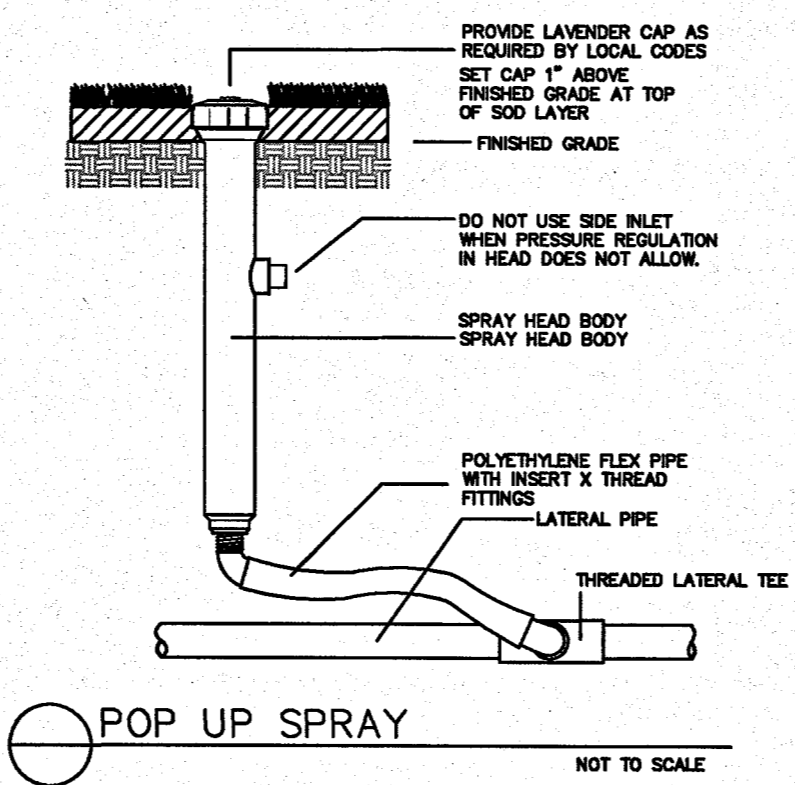
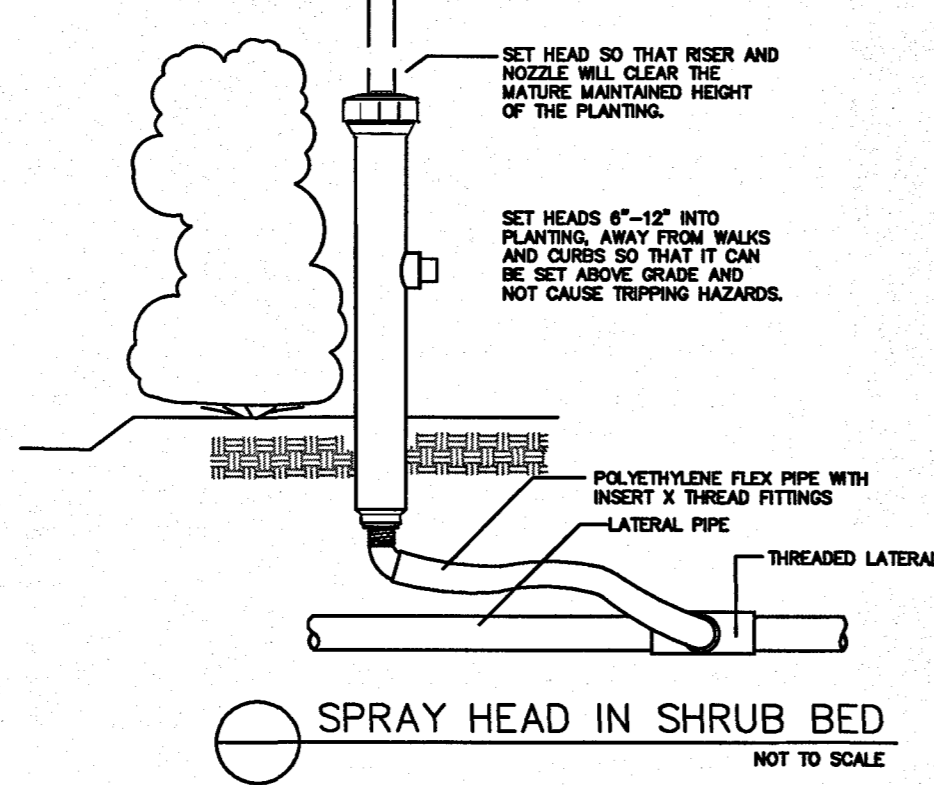
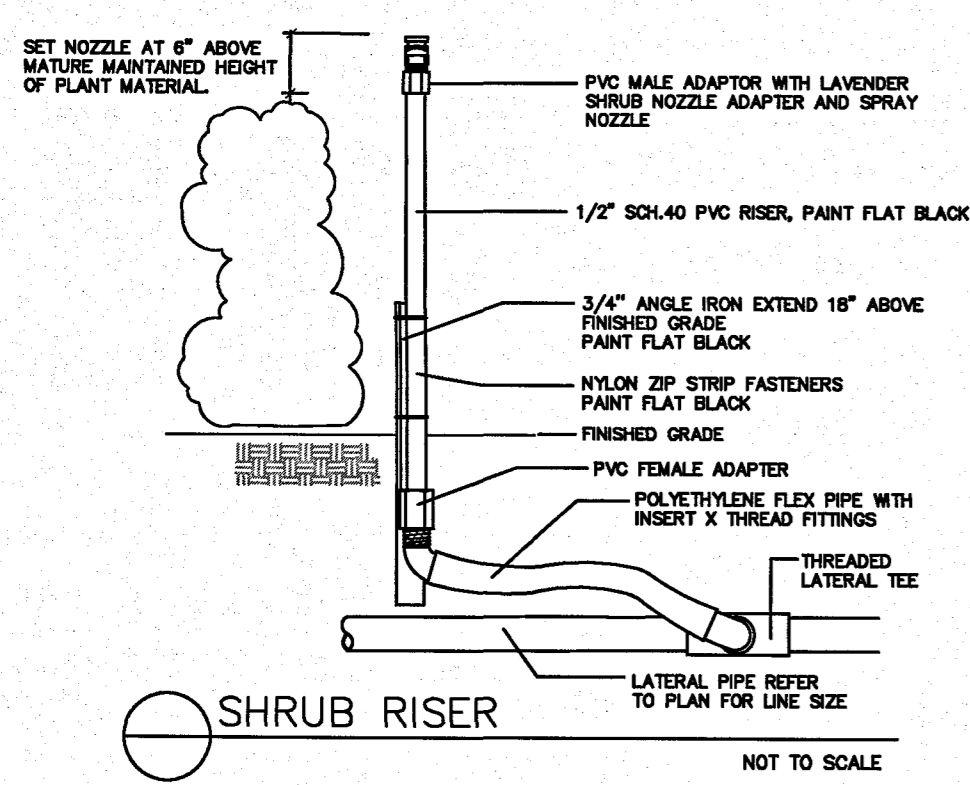
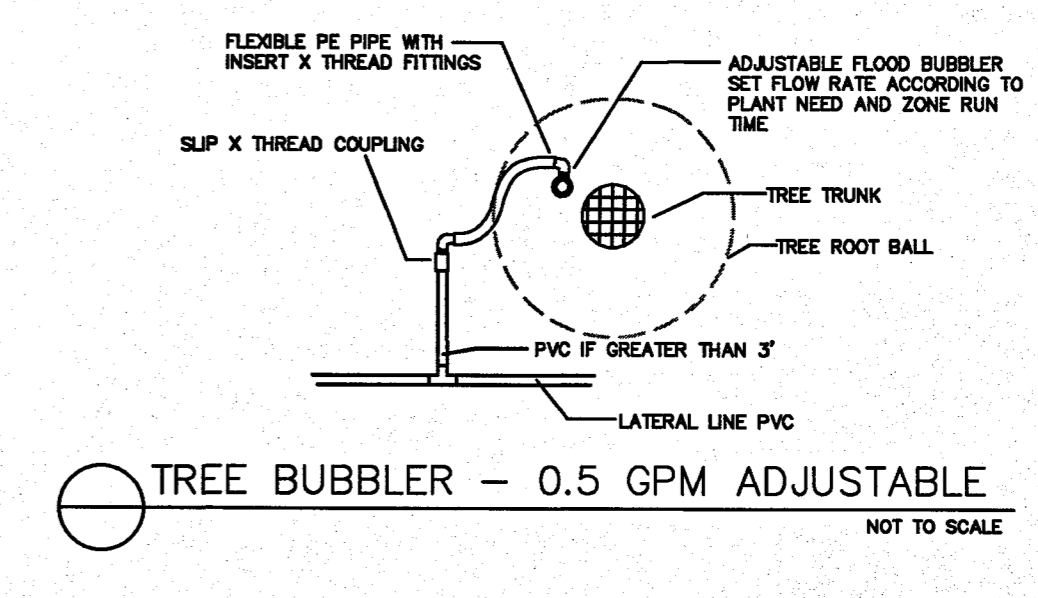
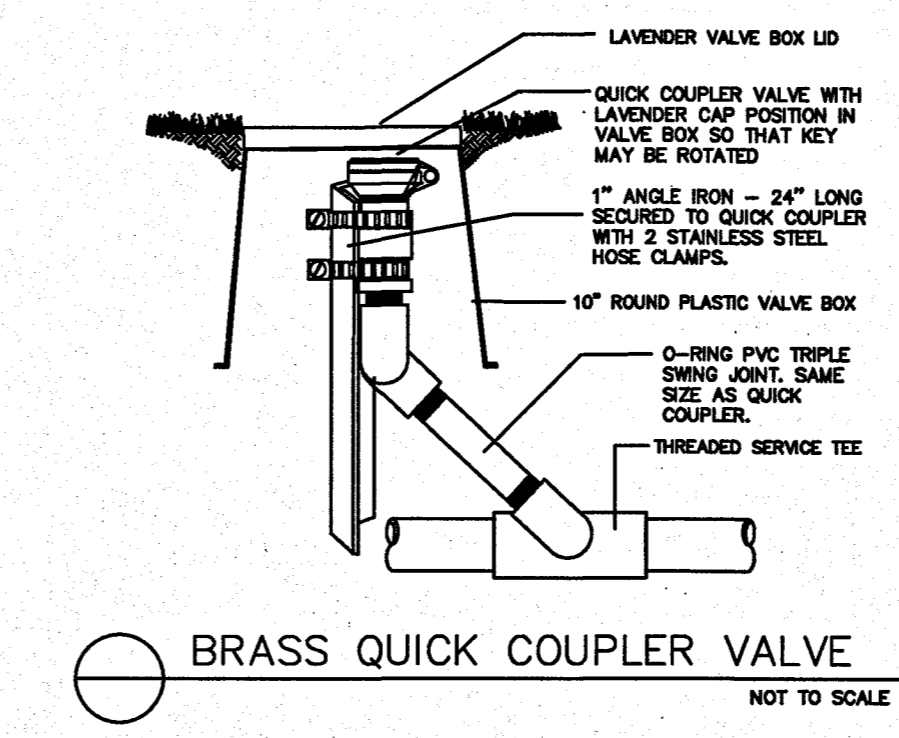
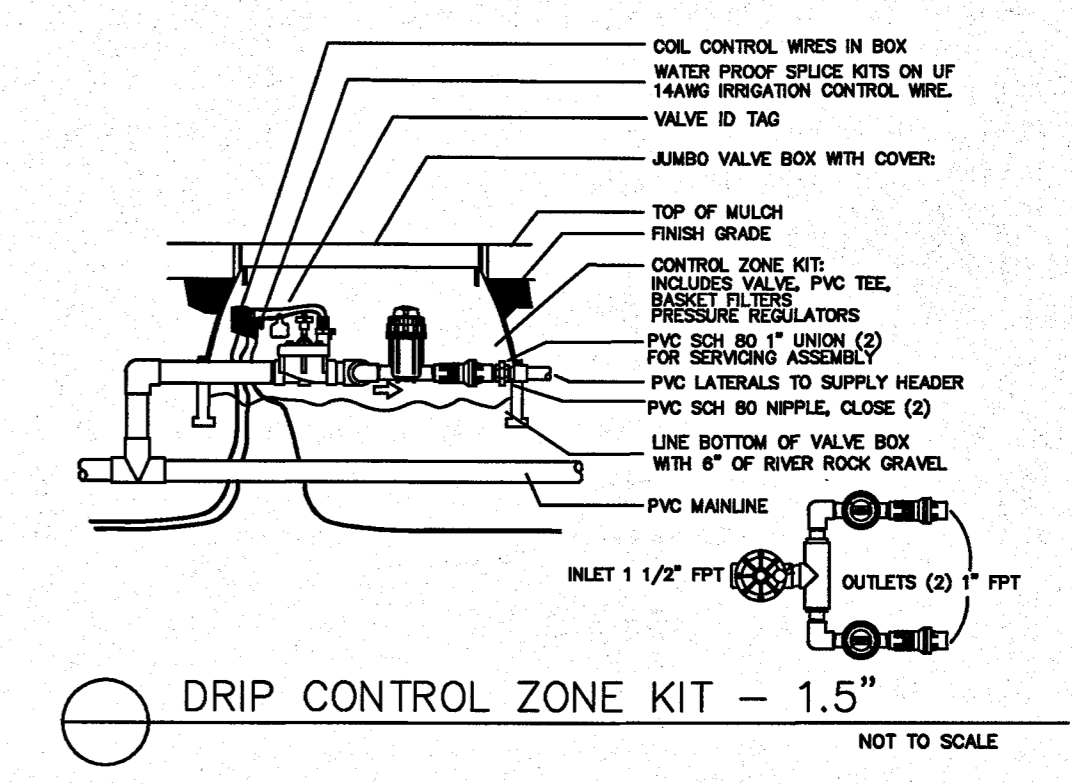
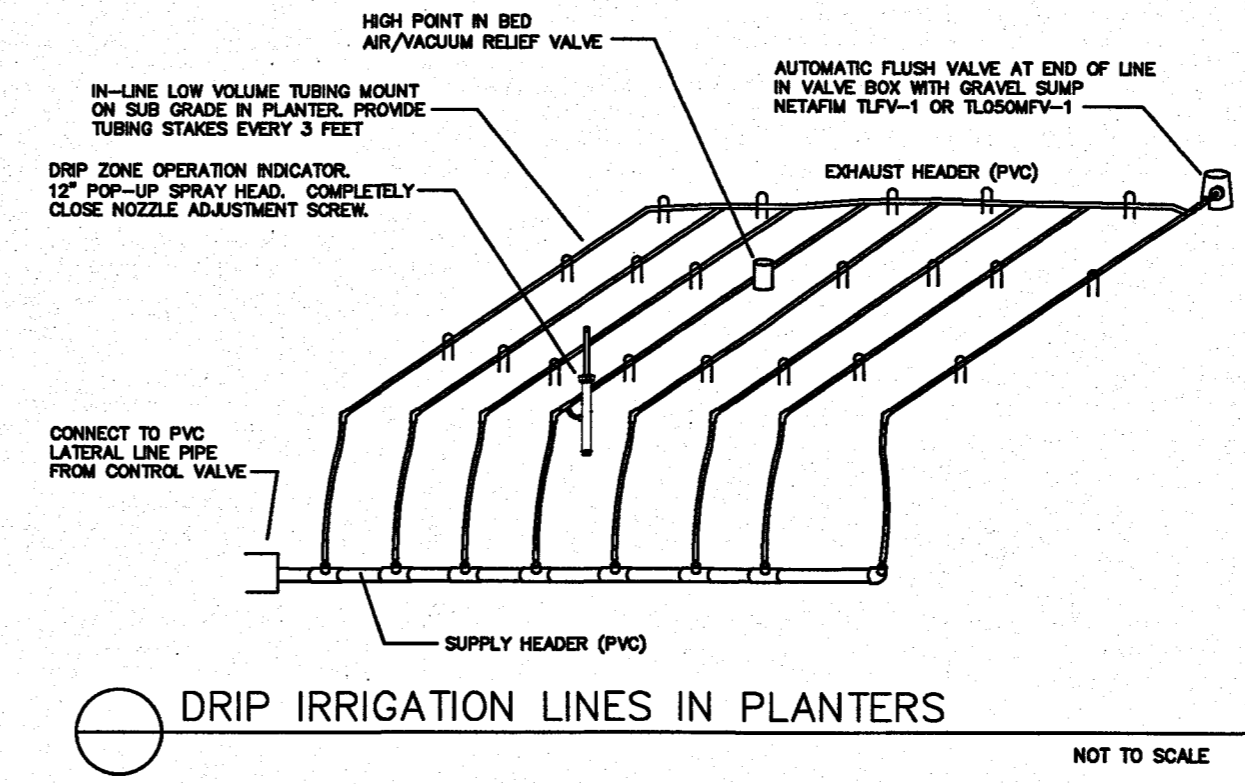
DRIP IRRIGATION VALVE, FILTER AND REGULATOR ASSEMBLY.
 2-5 GPM (3/4") - RAIN BIRD LOW FLOW CONTROL ZONE KIT (XCZ-075-PRF)
 3-15 GPM (1") - RAIN BIRD MEDIUM CONTROL ZONE KIT (XCZ-PRB-100-COM)
 15-40 GPM (1.5") - RAIN BIRD CONTROL ZONE KIT (XCZ-PRB-150-COM)
 40-60 GPM (1.5") - HUNTER DRIP ZONE KIT (ICZ-151-40)

DRIP EMITTER TUBING - .9 GPH X 12" EMITTER SPACING, AND 18" ROW SPACING. PVC PIPE SUPPLY AND EXHAUST HEADERS WITH AIR RELEASE VALVES, AND AUTO FLUSH VALVES IN VALVE BOXES PER HIGH, LOW, AND END POINTS OF THE TUBING. PROVIDE A 1/2" POP-UP SPRAY HEAD WITH THE NOZZLE SHUT OFF AS A SYSTEM OPERATION INDICATOR. USE PVC PIPE TO, AND BETWEEN, EACH PLANTING AREA.
 NETAFIM UNI-TECHLINE-CNL - 1 GPH - 12" OC, OR EQUAL.

⊕ DENOTES TREE IN THIS AREA. REFER TO TREE DRIP COIL DETAIL.

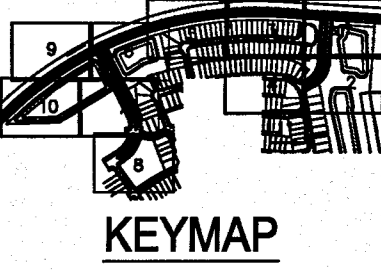
— 1" PVC ELECTRICAL CONDUIT WITH SWEEP ELBS AND PULL BOXES EVERY 200 FEET AND AT CHANGES IN DIRECTION FOR VALVE CONTROL WIRES INSTALLED OUTSIDE THE NEW MAINLINE TRENCH.

LETTER	GPM AT 30 PSI	RADIUS	PATTERN
A	0.92	15"	QUARTER
B	1.30	15"	ONE THIRD
C	1.85	15"	HALF
D	2.48	15"	TWO THIRD
E	2.92	15"	THREE QTR.
F	3.70	15"	FULL
G	0.65	12"	QUARTER
H	0.90	12"	ONE THIRD
J	1.30	12"	HALF
K	1.75	12"	TWO THIRD
L	2.00	12"	THREE QTR.
M	2.60	12"	FULL
N	0.39	10"	QUARTER
P	0.57	10"	ONE THIRD
R	0.79	10"	HALF
Q	1.58	10"	FULL
U	0.61	4' X 15'	END STRIP
U	0.5	4' X 15'	LEFT CORNER STRIP
Ur	0.5	4' X 15'	RIGHT CORNER STRIP
V	1.21	4' X 30'	SIDE STRIP
W	1.2	4' X 30'	CENTER STRIP
X	1.7	8' X 18'	SIDE STRIP
Z1	VARIES	10'	10' ADJUSTABLE ARC
Z2	VARIES	12'	12' ADJUSTABLE ARC
Z	VARIES	15'	15' ADJUSTABLE ARC
Y	0.5	1'	FLOOD BUBBLER
Y	1.0	1'	STREAM BUBBLER
1	0.26	8"	QUARTER
2	0.32	8"	ONE THIRD
3	0.52	8"	HALF
4	1.05	8"	FULL
5	.1	5"	QUARTER
6	.2	5"	ONE THIRD
7	.2	5"	HALF
8	.38	5"	FULL

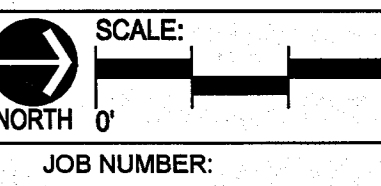


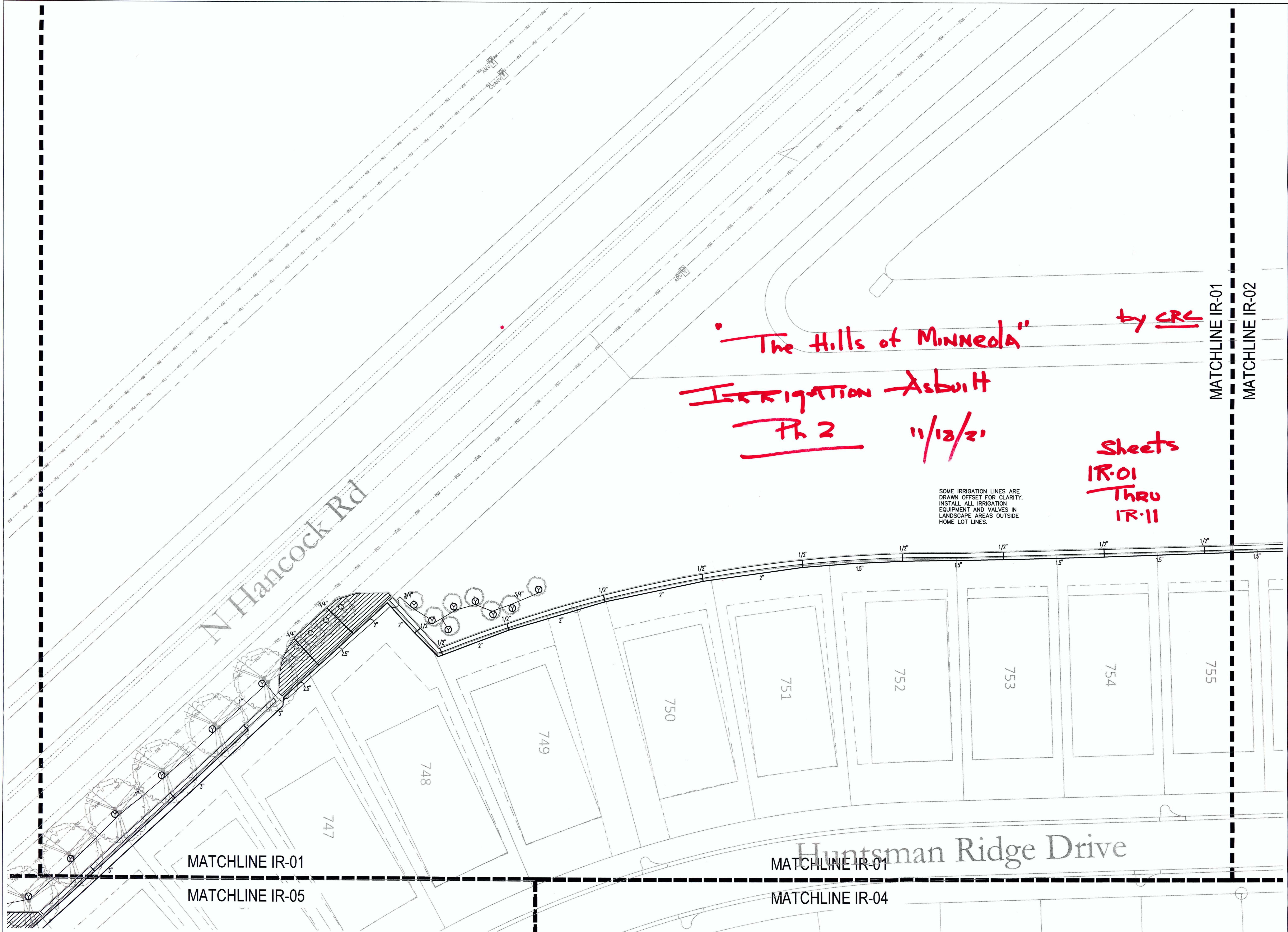
DATE	REV.	DESCRIPTION

RELEASED FOR: _____ DATE: _____



ARCHITECT #





The Hills of Minneola
 Irrigation Asbuilt
 Ph 2 11/18/21
 by CRK

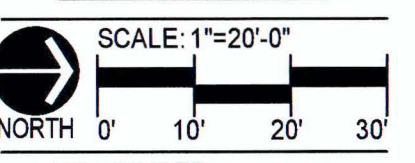
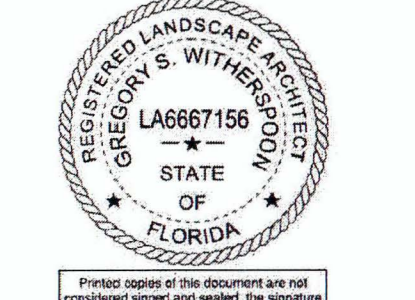
Sheets
 IR-01
 Thru
 IR-11

SOME IRRIGATION LINES ARE
 DRAWN OFFSET FOR CLARITY.
 INSTALL ALL IRRIGATION
 EQUIPMENT AND VALVES IN
 LANDSCAPE AREAS OUTSIDE
 HOME LOT LINES.

DATE	REV. DESCRIPTION
01/06/20	Park Plan

RELEASED FOR	DATE
CHECK SET:	01/20/2020
PERMIT SET:	
CONSTRUCTION:	
BID PURPOSES ONLY:	

GREGORY S. WITHERSPOON
 ARCHITECT # LA6667156



Huntsman Ridge Drive

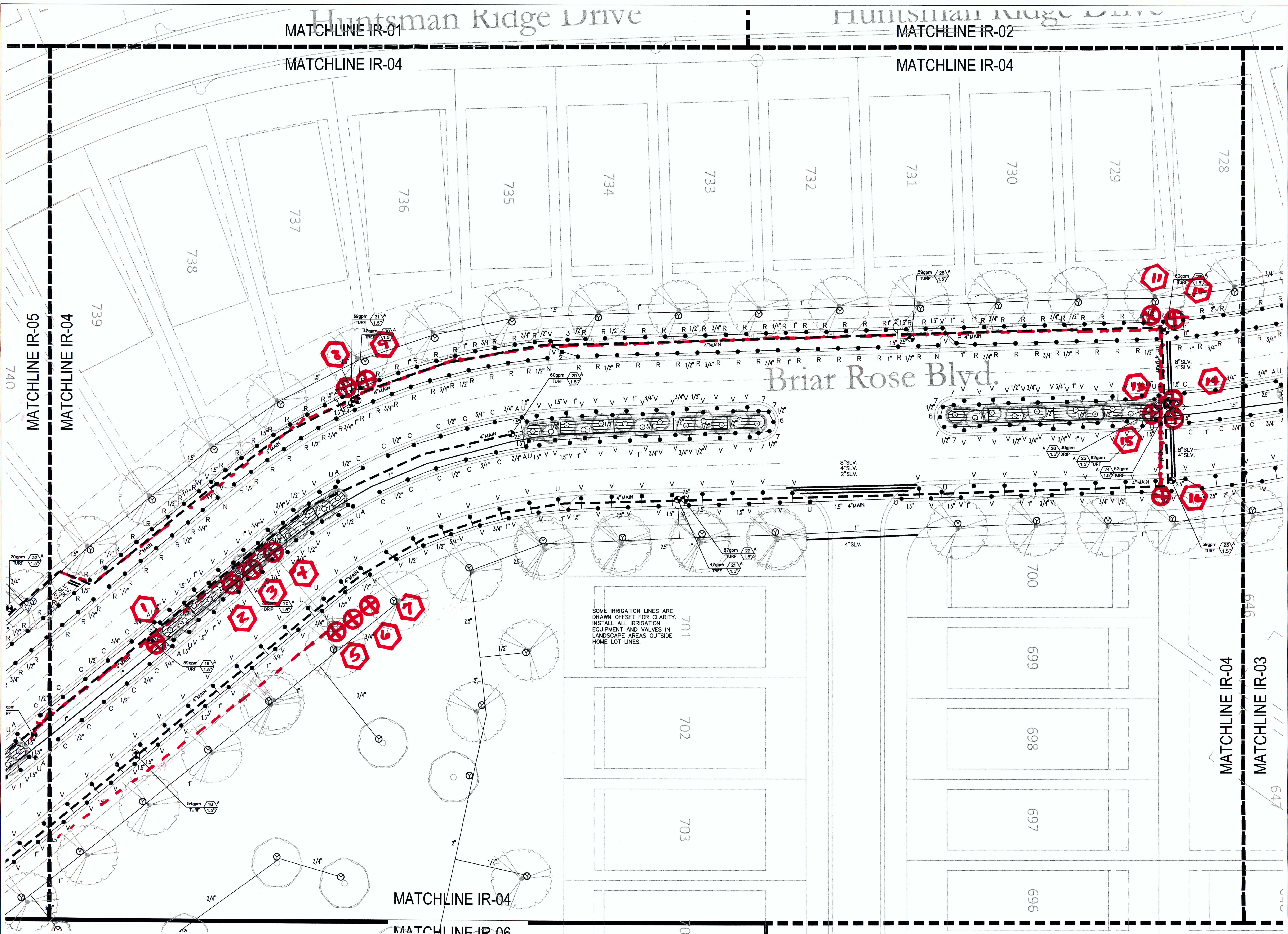
Huntsman Ridge Drive

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MATCHLINE IR-02

MATCHLINE IR-04

MATCHLINE IR-04

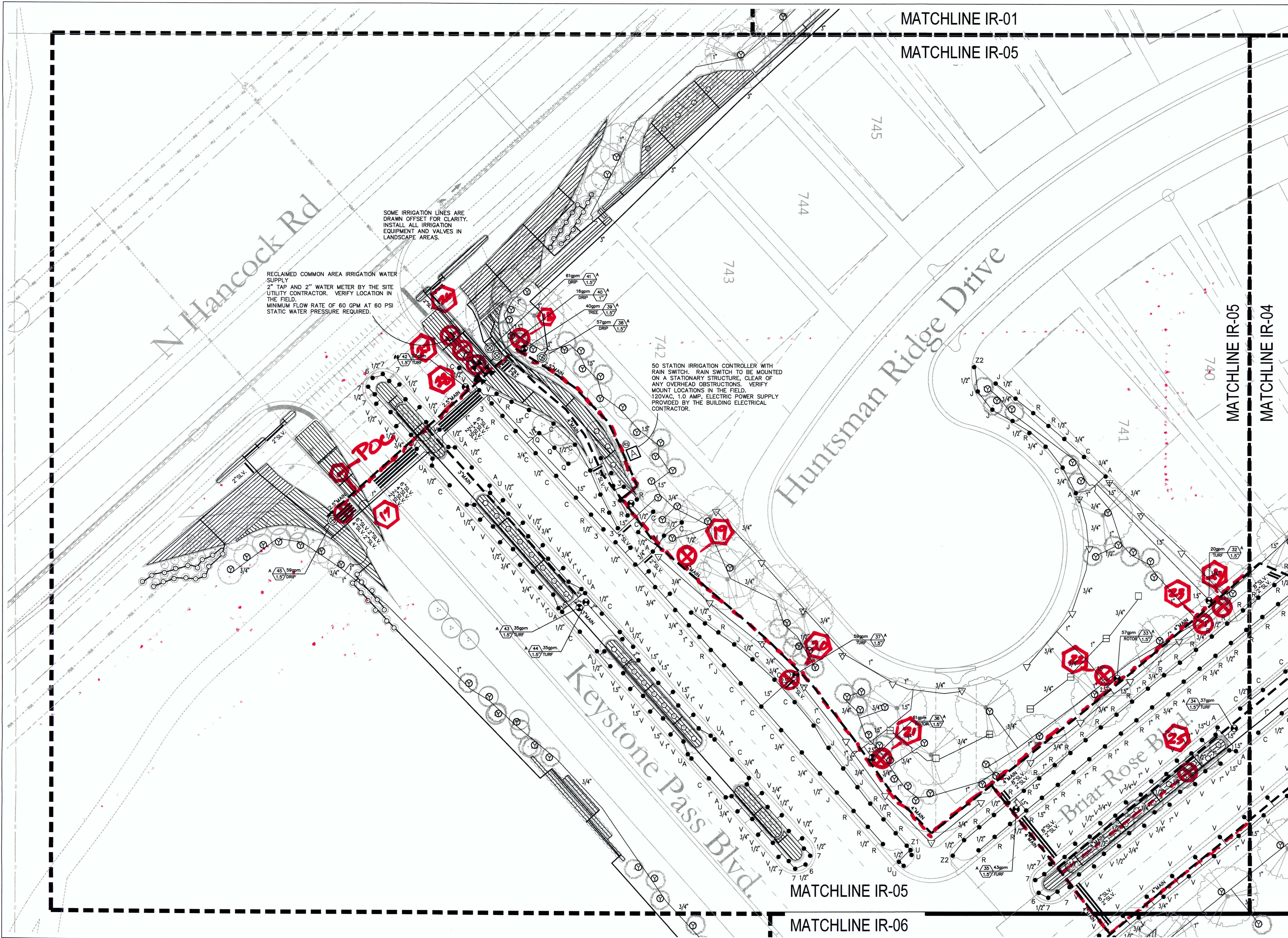


SOME IRRIGATION LINES ARE
DRAWN OFFSET FOR CLARITY.
INSTALL ALL IRRIGATION
EQUIPMENT AND VALVES IN
LANDSCAPE AREAS OUTSIDE
HOME LOT LINES.

DATE	REV. DESCRIPTION
01/08/20	Part Plan

RELEASED FOR	DATE
CHECK SET:	01/20/2020
PERMIT SET:	
CONSTRUCTION:	
BID PURPOSES ONLY:	

GREGORY S. WITHERSPOON
ARCHITECT # LA6867156



SOME IRRIGATION LINES ARE DRAWN OFFSET FOR CLARITY. INSTALL ALL IRRIGATION EQUIPMENT AND VALVES IN LANDSCAPE AREAS.

RECLAIMED COMMON AREA IRRIGATION WATER SUPPLY.
 2" TAP AND 2" WATER METER BY THE SITE UTILITY CONTRACTOR. VERIFY LOCATION IN THE FIELD.
 MINIMUM FLOW RATE OF 60 GPM AT 60 PSI STATIC WATER PRESSURE REQUIRED.

50 STATION IRRIGATION CONTROLLER WITH RAIN SWITCH. RAIN SWITCH TO BE MOUNTED ON A STATIONARY STRUCTURE, CLEAR OF ANY OVERHEAD OBSTRUCTIONS. VERIFY MOUNT LOCATIONS IN THE FIELD.
 120VAC, 1.0 AMP. ELECTRIC POWER SUPPLY PROVIDED BY THE BUILDING ELECTRICAL CONTRACTOR.

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 urban planning IRRIGATION architecture architecture
 orlando, florida 32801 407.422.4040
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SunTerra
 COMMUNITIES

The Hills of MINNEOLA
 AREA 2 - POD 7 - PHASE 2
 IRRIGATION ARCHITECTURE PLANS
 SUNTERRA COMMUNITIES
 HILLS of MINNEOLA, FL

DATE	REV. DESCRIPTION
01/06/20	Park Plan

RELEASED FOR	DATE
CHECK SET:	01/20/2020
PERMIT SET:	
CONSTRUCTION:	
BID PURPOSES ONLY:	



SCALE 1"=20'-0"
 NORTH 0' 10' 20' 30'
 JOB NUMBER: 218-077.30

PHASE 2
 IRRIGATION PLAN
IR-05

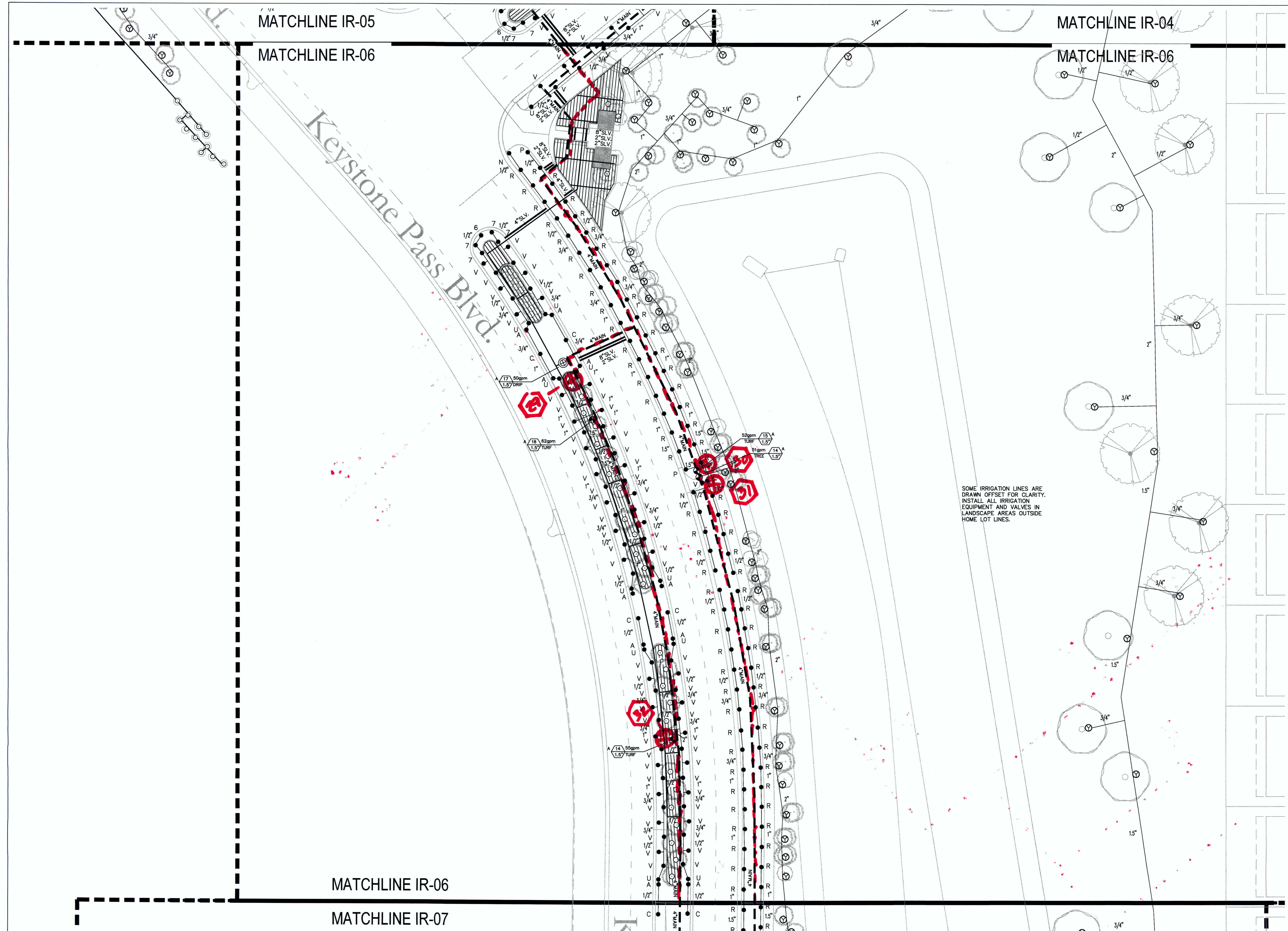
MATCHLINE IR-05

MATCHLINE IR-06

MATCHLINE IR-04

MATCHLINE IR-06

Keystone Pass Blvd.



SOME IRRIGATION LINES ARE DRAWN OFFSET FOR CLARITY. INSTALL ALL IRRIGATION EQUIPMENT AND VALVES IN LANDSCAPE AREAS OUTSIDE HOME LOT LINES.

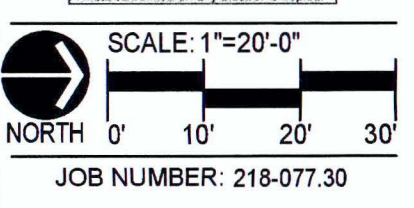
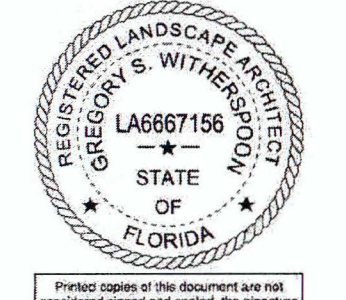
MATCHLINE IR-06

MATCHLINE IR-07

DATE	REV.	DESCRIPTION
01/06/20		Park Plan

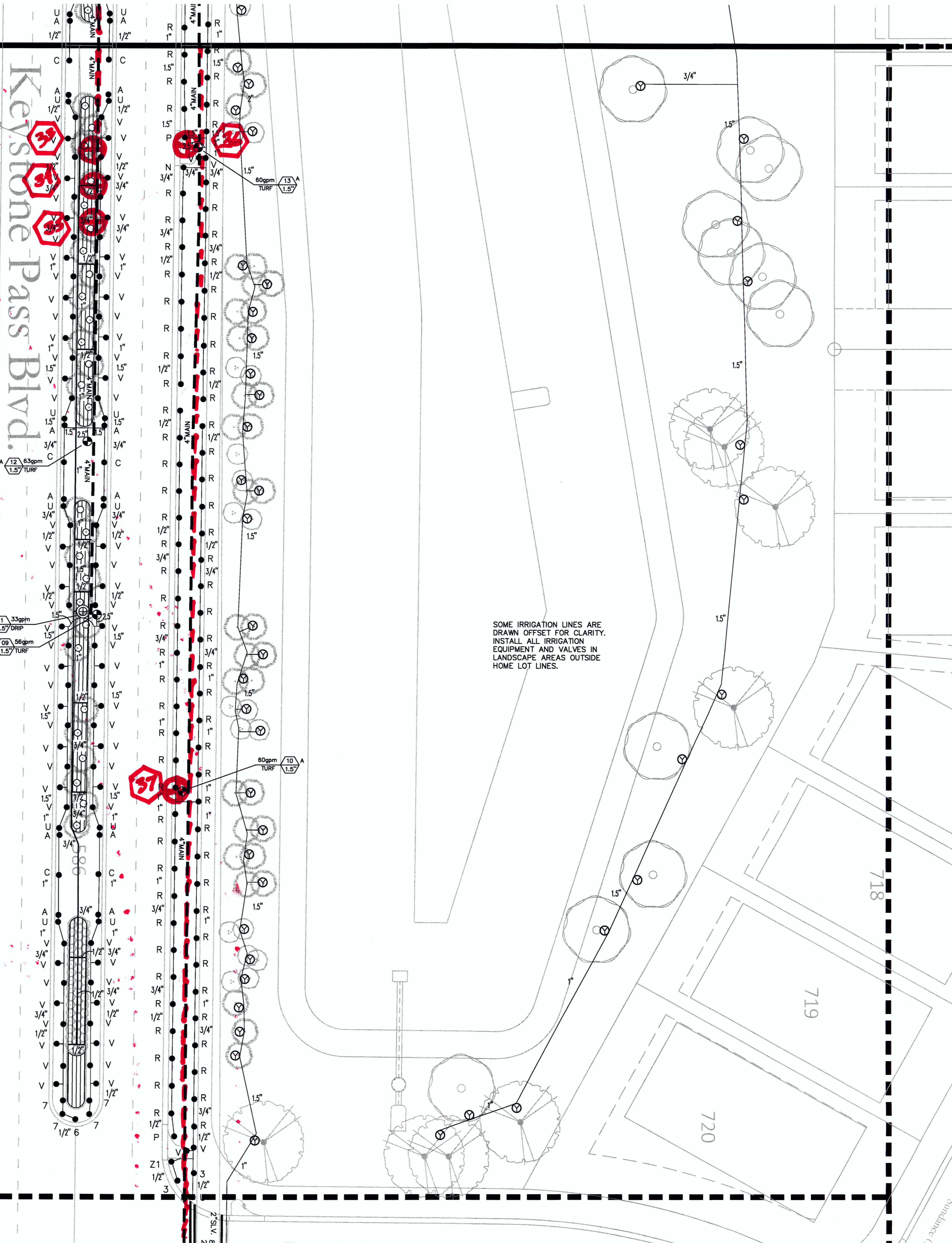
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PERMIT SET:	
CONSTRUCTION:	
BID PURPOSES ONLY:	

GREGORY S. WITHERSPOON
 ARCHITECT # LA8667156



MATCHLINE IR-06

MATCHLINE IR-07



SOME IRRIGATION LINES ARE
DRAWN OFFSET FOR CLARITY.
INSTALL ALL IRRIGATION
EQUIPMENT AND VALVES IN
LANDSCAPE AREAS OUTSIDE
HOME LOT LINES.

Keystone Pass Blvd.

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urban planning IRRIGATION architecture
500 delaney avenue orlando, florida 32801 407.422.4040
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SunTerra
COMMUNITIES

The HILLS of MINNEOLA
AREA 2 - POD 7 - PHASE 2
IRRIGATION ARCHITECTURE PLANS
HILLS of MINNEOLA, FL
SUNTERRA COMMUNITIES

DATE	REV.	DESCRIPTION
01/06/20		Park Plan

RELEASED FOR	DATE
CHECK SET:	01/20/2020
PERMIT SET:	
CONSTRUCTION:	
BID PURPOSES ONLY:	

GREGORY S. WITHERSPOON
ARCHITECT # LA6867156



SCALE: 1"=20'-0"
NORTH 0' 10' 20' 30'
JOB NUMBER: 218-077.30

PHASE 2
IRRIGATION PLAN
IR-07

MATCHLINE IR-07

MATCHLINE IR-08

MATCHLINE IR-07

MATCHLINE IR-08

Gold Dust Drive

Keystone Pass Blvd.

449

448

447

446

445

444

SOME IRRIGATION LINES ARE DRAWN OFFSET FOR CLARITY. INSTALL ALL IRRIGATION EQUIPMENT AND VALVES IN LANDSCAPE AREAS OUTSIDE HOME LOT LINES.

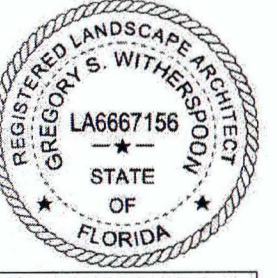
MATCHLINE IR-08

MATCHLINE IR-09

DATE	REV. DESCRIPTION
01/06/20	Park Plan

RELEASED FOR	DATE
CHECK SET:	01/20/2020
PERMIT SET:	
CONSTRUCTION:	
BID PURPOSES ONLY:	

GREGORY S. WITHERSPOON
 ARCHITECT # LA6667156



SCALE: 1"=20'-0"
 NORTH 0' 10' 20' 30'
 JOB NUMBER: 218-077.30

PHASE 2
 IRRIGATION PLAN
IR-08

IRRIGATION NOTES

- SOME PIPE LINES ARE DRAWN OFF SET FOR CLARITY. INSTALL ALL IRRIGATION LINES IN LANDSCAPED AREAS.
- REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREE ROOT BALLS AND TO INSTALL HEADS AT APPROPRIATE LOCATIONS.
- ADJUST ALL NOZZLES TO REDUCE OVERTHROW ON PAVING & WALLS. THROTTLE ALL IRRIGATION CONTROL VALVES AS REQUIRED TO PREVENT FOGGING. SET CONTROLLER RUN TIMES TO MATCH PLANT WATER NEEDS AND SOIL CONDITIONS.
- INSTALL RISERS 18" FROM WALLS OR BUILDINGS, AND 24" FROM PAVED SURFACES. PAINT ALL RISERS AND SUPPORTS FLAT BLACK.
- INSTALL POP-UP HEADS 18" FROM WALLS, 6" FROM WALKS, DECKS AND CURBS, 6 FEET FROM CURBLESS ROADS, AND 30" FROM THE END OF PARKING SPACES. PROVIDE LAVENDER CAPS AS REQUIRED.
- SET TOP OF POP-UP HEAD CAPS 1" ABOVE FINISHED GRADE PRIOR TO SOIL OR MULCH INSTALLATION.
- REFER TO UTILITY PLANS PRIOR TO TRENCHING. THE IRRIGATION INSTALLER SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO UTILITIES CAUSED BY THEIR WORK DURING THE PROJECT.
- ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.
- ELECTRIC POWER SUPPLY FOR THE IRRIGATION CONTROLLER SHALL BE BROUGHT TO A JUNCTION BOX AT THE CONTROLLER LOCATION BY THE BUILDING ELECTRICAL CONTRACTOR. IRRIGATION INSTALLER TO PROVIDE ELECTRICAL PERMITS AND LICENSED ELECTRICIAN TO CONNECT THE IRRIGATION CONTROLLER EQUIPMENT TO THE POWER SUPPLY.
- IRRIGATION WATER CONNECTIONS AND SYSTEM CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF LOCAL CODES FOR IRRIGATION INSTALLATION. SIGNAGE, PLACARDS AND CONNECTIONS TO THE RECLAIMED WATER SUPPLY, THE TERM LAVENDER COLOR ON THESE PLANS REFERS TO PANTONE COLOR #612, PER PLUMBING CODES AND THE USE OF RECLAIMED WATER FOR LANDSCAPE IRRIGATION.
- IRRIGATION INSTALLER TO ACQUIRE ALL PERMITS AND UTILIZE ALL SAFETY PRECAUTIONS REQUIRED TO WORK IN ROW OF ROADWAY.
- SIXTY (60) PSI MINIMUM STATIC WATER PRESSURE IS REQUIRED FOR THE EFFICIENT OPERATION OF THE IRRIGATION SYSTEM AS DESIGNED. VERIFY THE MINIMUM STATIC WATER PRESSURE AND VOLUME IS AVAILABLE AT THE PROJECT SITE PRIOR TO BEGINNING THE IRRIGATION INSTALLATION. NOTIFY THE LANDSCAPE ARCHITECT IN WRITING IF THE MINIMUM STATIC WATER PRESSURE OR WATER VOLUME IS NOT AVAILABLE.
- AT THE END OF PARKING SPACES PLACE HEADS IN LINE WITH PARKING STRIPES OR 2.5 FEET FROM BACK OF CURB (TYPICAL).
- PRIOR TO STARTING THE WORKS INSPECT THE SITE AND LOCATE ALL EXISTING IRRIGATION PIPES, WIRES AND EQUIPMENT. PROVIDE LABOR AND MATERIALS TO REPAIR ANY DAMAGED EXISTING IRRIGATION. PROVIDE "LIFELINE" PIPES AND WIRES TO KEEP ADJACENT IRRIGATION ZONES OPERATIONAL THROUGHOUT THE WORKS.
- THE IRRIGATION MAINLINE IS DRAWN OFFSET FOR GRAPHIC CLARITY. DO NOT SCALE THE MAINLINE FROM THE DRAWING FOR INSTALLATION. LAYOUT THE IRRIGATION MAINLINE ROUTE IN THE FIELD TO AVOID PROPOSED AND EXISTING TREE ROOT ZONES AND UTILITIES.

IRRIGATION LEGEND

COMMON AREA REUSE WATER TAP AND REUSE WATER METER, PER LOCAL AND STATE CODES. SIZE INDICATED ON PLAN. PROVIDED BY THE SITE UTILITY CONTRACTOR, PER LOCAL CODES.

PARK IRRIGATION WATER SUPPLY IRRIGATION WATER TAP AND WATER METER. SIZE INDICATED ON PLAN. PROVIDED BY THE SITE UTILITY CONTRACTOR, PER LOCAL CODES.

REDUCED PRESSURE BACKFLOW PREVENTER. PROVIDED BY IRRIGATION INSTALLER, PER LOCAL CODES. WATTS 909, OR EQUAL.

TWO WIRE DECODER IRRIGATION CONTROLLER WITH RAIN SWITCH. "A" CONTROLLER PEDESTAL MOUNT - "B" CONTROLLER WALL MOUNT. NUMBER OF STATIONS INDICATED ON PLAN. 120 VOLT, 1.0 AMP, ELECTRIC CIRCUIT FROM NEAREST ELECTRICAL PANEL, BY THE SITE MEP CONTRACTOR.

RAINBIRD ESP-LXD SERIES WITH MINI-CLICK RAINSMITH.

IRRIGATION CONTROL VALVE. PLASTIC BODY WITH FLOW CONTROL. MOUNT IN 15" RECTANGULAR VALVE BOX WITH GREEN LID. SIZE INDICATED ON PLAN.

RAINBIRD PGA VALVE SERIES, OR EQUAL. PROVIDE FD-TURF DECODERS AND LSP-TURF SURGE PROTECTOR WITH GROUND ROD UNITS EVERY 7' DECODERS OR EVERY 500' AND AT THE END OF EVERY WIRE PATH.

ALL WIRE SPLICES ON THE TWO-WIRE CABLE TO BE MADE WITH 3M DBYR CONNECTORS, OR EQUAL.

IRRIGATION CONTROL VALVE TAG. INDICATES VALVE LOCATION, STATION NUMBER, SIZE AND ZONE FLOW RATE.

IRRIGATION CONTROLLER WITH RAIN SWITCH. NUMBER OF STATIONS INDICATED ON PLAN. 120 VOLT, 1.0 AMP, ELECTRIC CIRCUIT FROM NEAREST ELECTRICAL PANEL BY THE BUILDING ELECTRICAL CONTRACTOR. PROVIDE CONTROLLER GROUNDING WITH 15' #6 BARE COPPER WIRE, 5/8" X 6' COPPER CLAD GROUND ROD AND CADWELD GT1161G WELD KIT. RAINBIRD ESP-LX MODULAR SERIES WITH WIRELESS RAIN SWITCH. HUNTER ICC2 SERIES WITH WIRELESS RAIN CLICK.

IRRIGATION ISOLATION VALVE. SIZE SAME SIZE AS PIPE. MOUNT IN 19" RECTANGULAR VALVE BOX WITH 8" NDS DRAIN PIPE EXTENSION AS NEEDED. 2.5" AND SMALLER - BRONZE THREAD ON TYPE WITH WHEEL HANDLE. 3" AND LARGER - CAST IRON GASKET JOINT TYPE WITH 2" OPERATING NUT HANDLE, AND VALVE TO PIPE REJOINING FITTINGS. PROVIDE ONE VALVE KEY FOR EACH TYPE VALVE INSTALLED.

RECLAIMED COMMON AREA PVC MAIN LINE PIPE WITH METALLIC MARKING TAPE. CLASS 200, PURPLE PVC. INSTALL 18" DEEP. 2.5" AND SMALLER, SOLVENT WELD PVC PIPE AND FITTINGS. 3" AND LARGER, GASKET JOINT PIPE AND HARCO DUCTILE IRON GASKET JOINT FITTINGS AND CONCRETE THRUST BLOCKS.

POTABLE PARK PVC MAIN LINE PIPE WITH METALLIC MARKING TAPE. CLASS 200, PURPLE PVC. INSTALL 18" DEEP. 2.5" AND SMALLER, SOLVENT WELD PVC PIPE AND FITTINGS. 3" AND LARGER, GASKET JOINT PIPE AND HARCO DUCTILE IRON GASKET JOINT FITTINGS AND CONCRETE THRUST BLOCKS.

PVC LATERAL LINE PIPE. PURPLE PVC. INSTALL 12" DEEP. 3/4" AND LARGER, CLASS 200, PVC. 1/2" PIPE SIZE, CLASS 315, PVC. 2.5" AND SMALLER, SOLVENT WELD PVC PIPE AND FITTINGS.

PVC SLEEVE PIPE, CLASS 200, PVC. SOLVENT WELD PVC PIPE AND FITTINGS.

DRIP IRRIGATION VALVE, FILTER AND REGULATOR ASSEMBLY. 2-5 GPM (3/4") - RAIN BIRD LOW FLOW CONTROL ZONE KIT (XCZ-075-PRF) 3-15 GPM (1") - RAIN BIRD MEDIUM CONTROL ZONE KIT (XCZ-PRB-100-COM) 15-40 GPM (1.5") - RAIN BIRD CONTROL ZONE KIT (XCZ-PRB-150-COM) 40-60 GPM (1.5") - HUNTER DRIP ZONE KIT (ICZ-151-40)

DRIP EMITTER TUBING - 9 GPH X 12" EMITTER SPACING, AND 18" ROW SPACING. PVC PIPE SUPPLY AND EXHAUST HEADERS WITH AIR RELEASE VALVES, AND AUTO FLUSH VALVES IN VALVE BOXES PER HIGH, LOW, AND END POINTS OF THE TUBING. PROVIDE A 12" POP-UP SPRAY HEAD WITH THE NOZZLE SHUT OFF AS A SYSTEM OPERATION INDICATOR. USE PVC PIPE TO, AND BETWEEN, EACH PLANTING AREA. NETAFIM UNI-TECHLINE-CNL - 1 GPH - 12" OC, OR EQUAL.

NOTES: DENOTES TREE IN THIS AREA. REFER TO TREE DRIP COIL DETAIL.

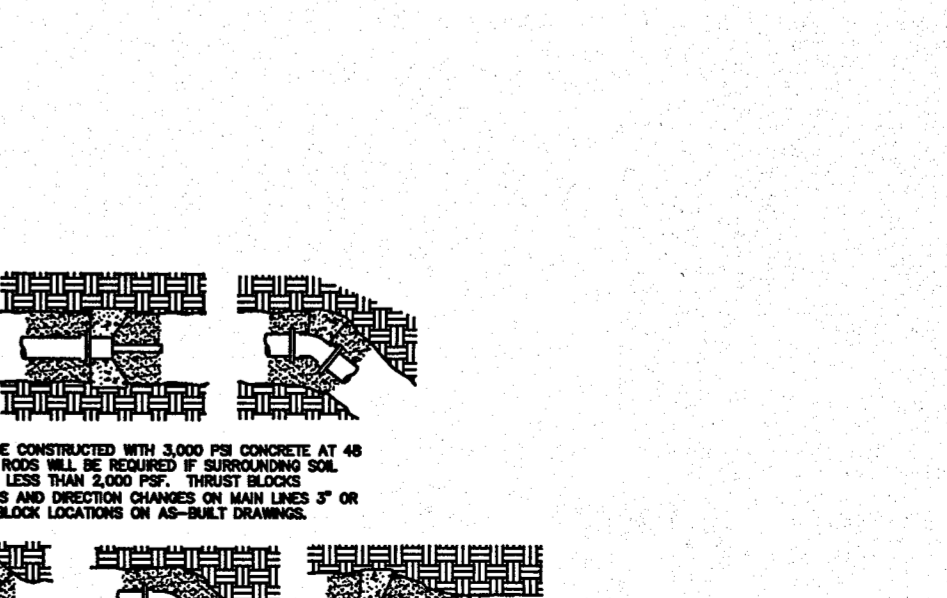
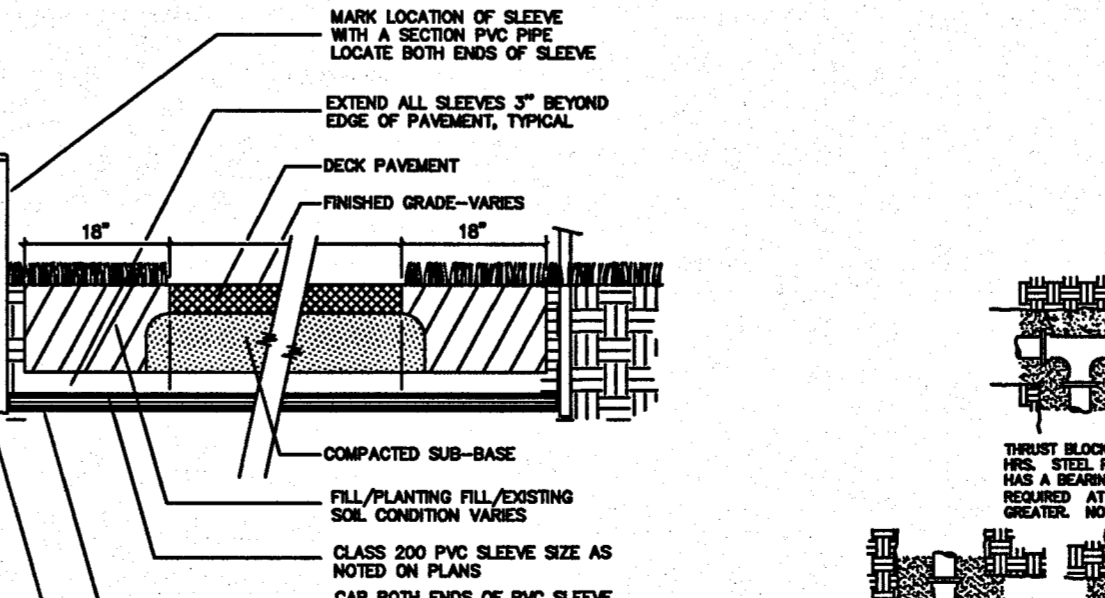
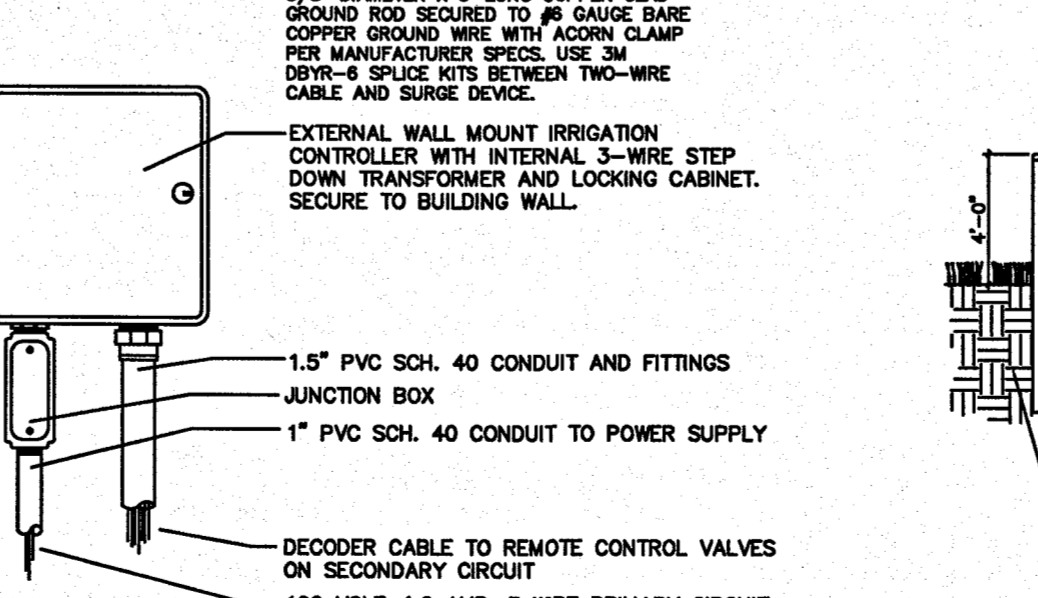
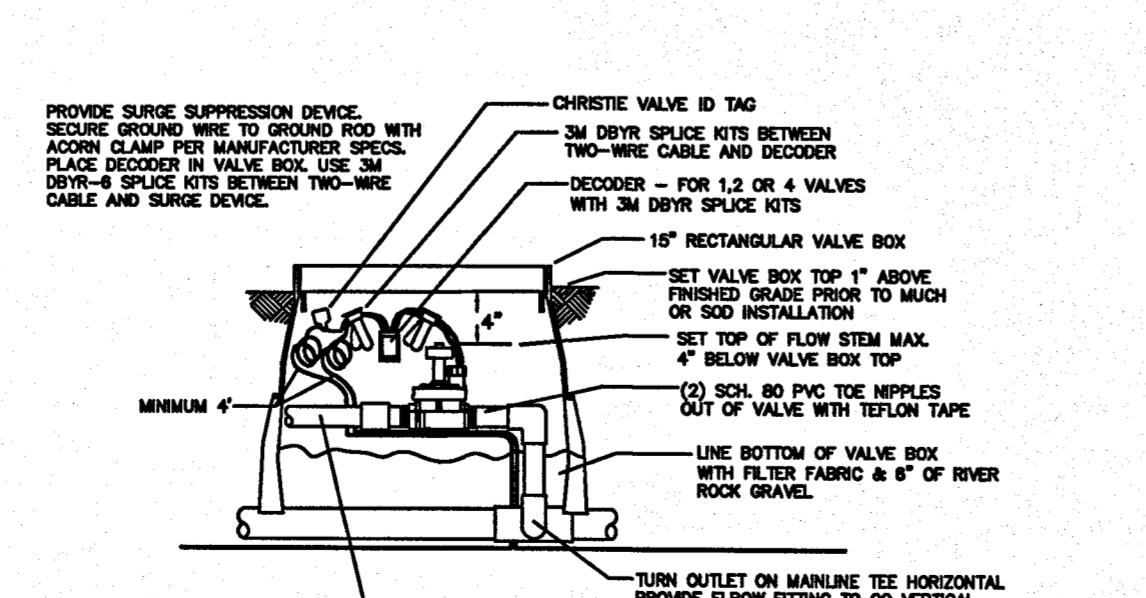
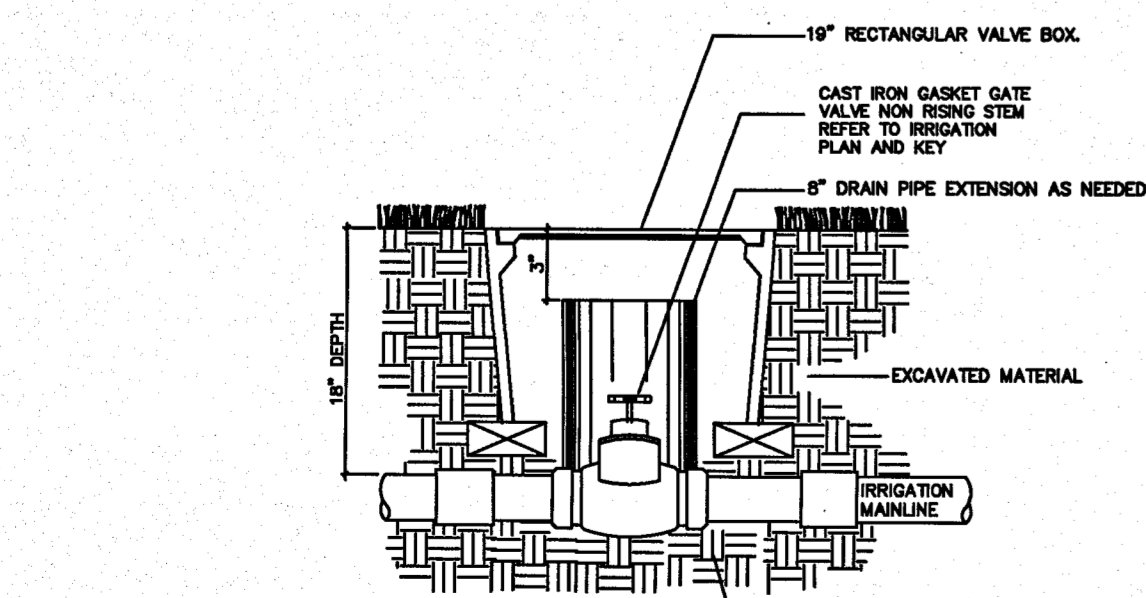
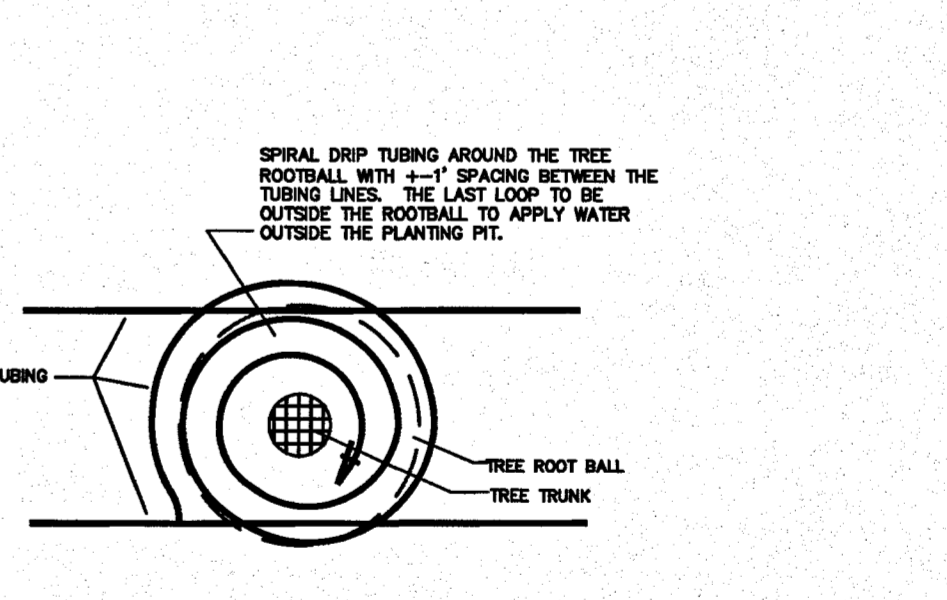
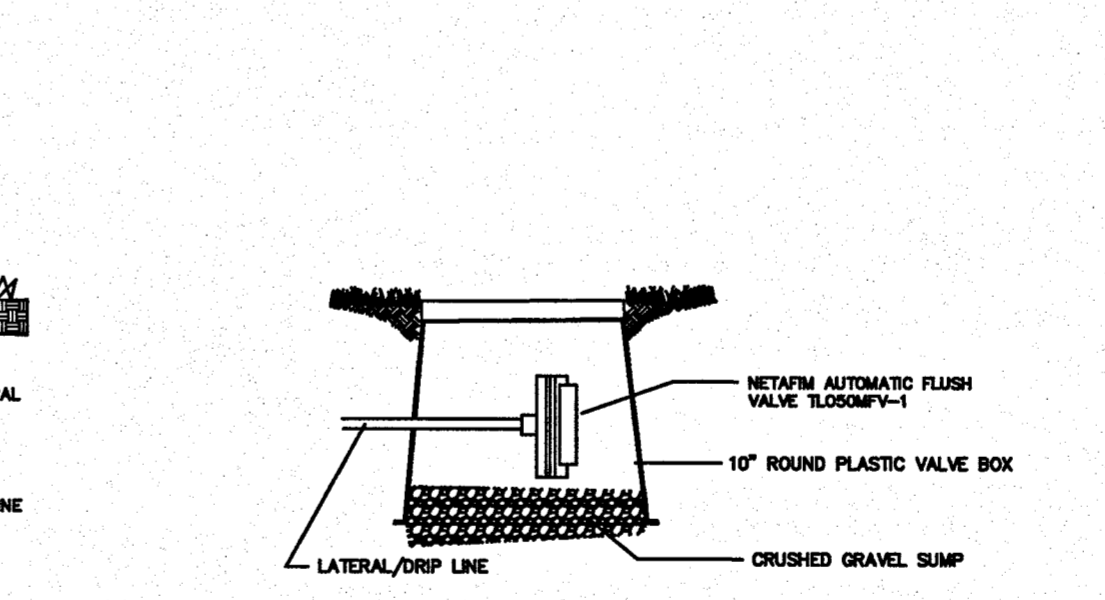
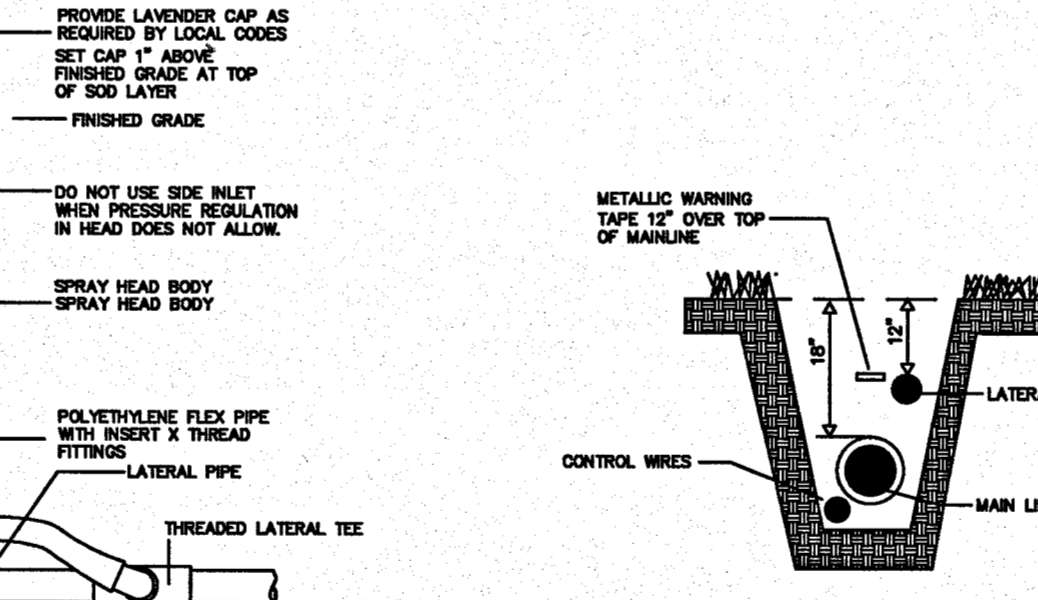
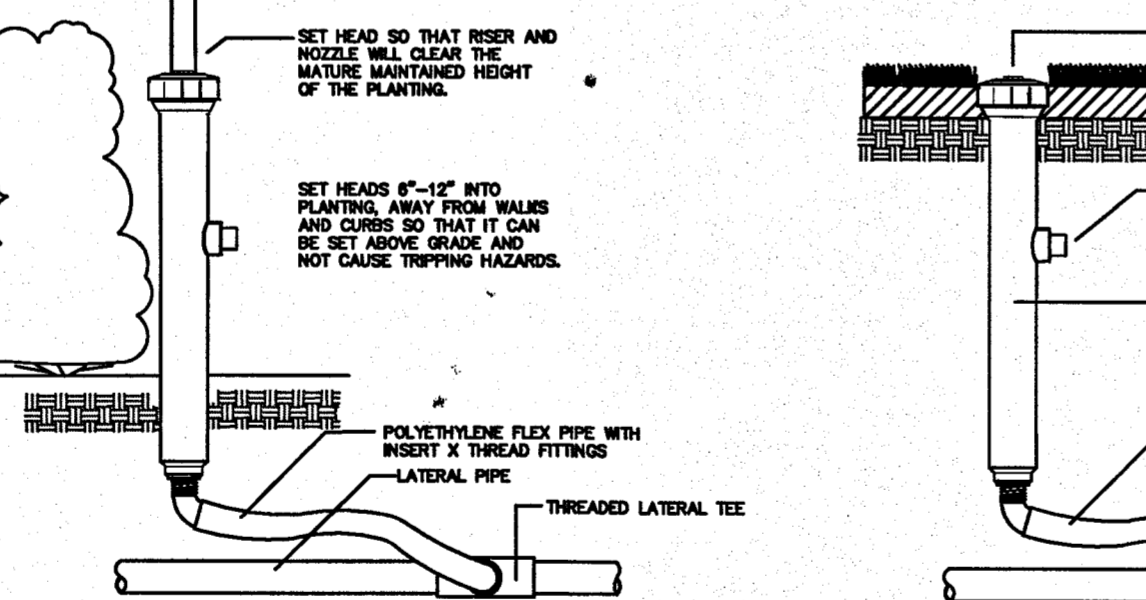
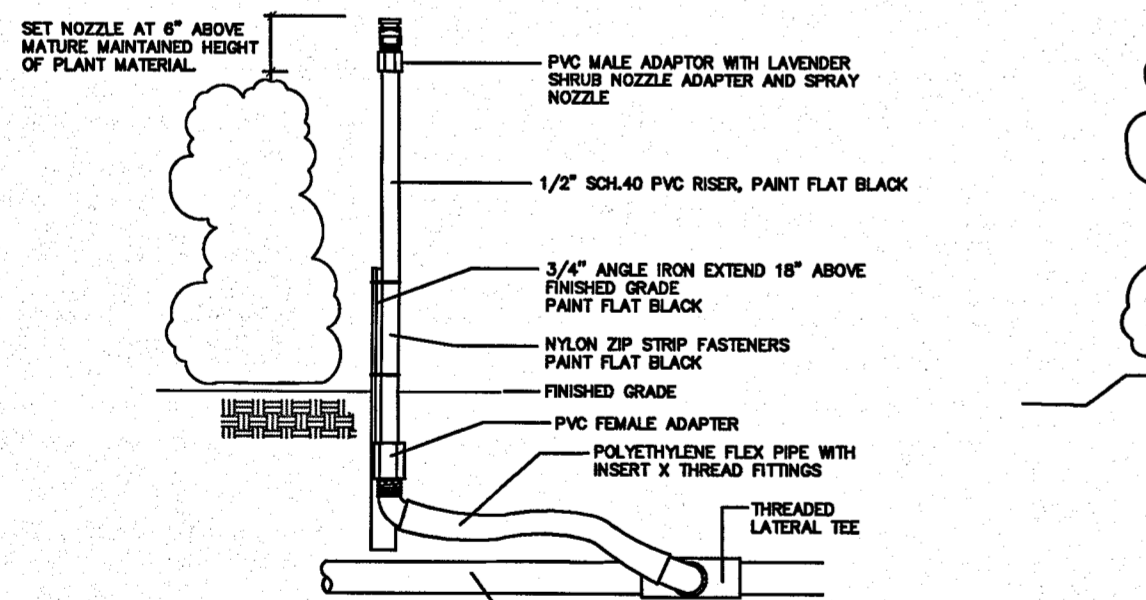
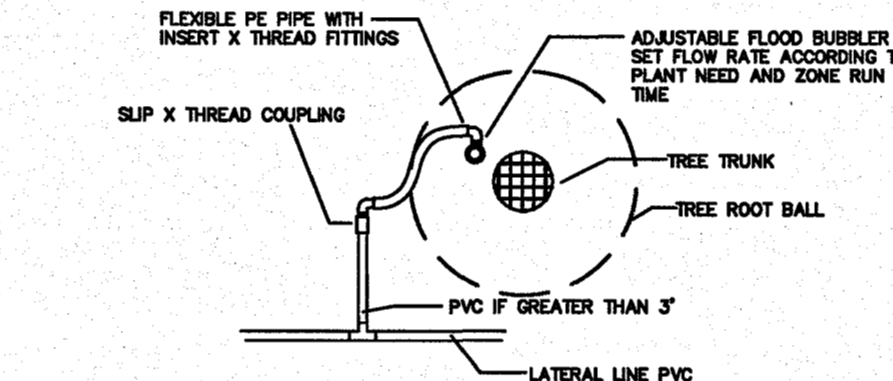
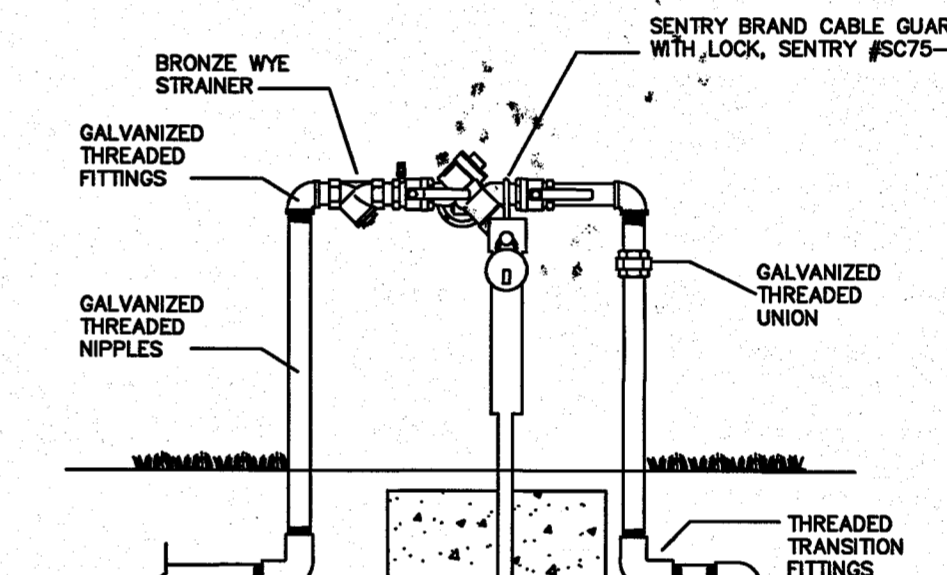
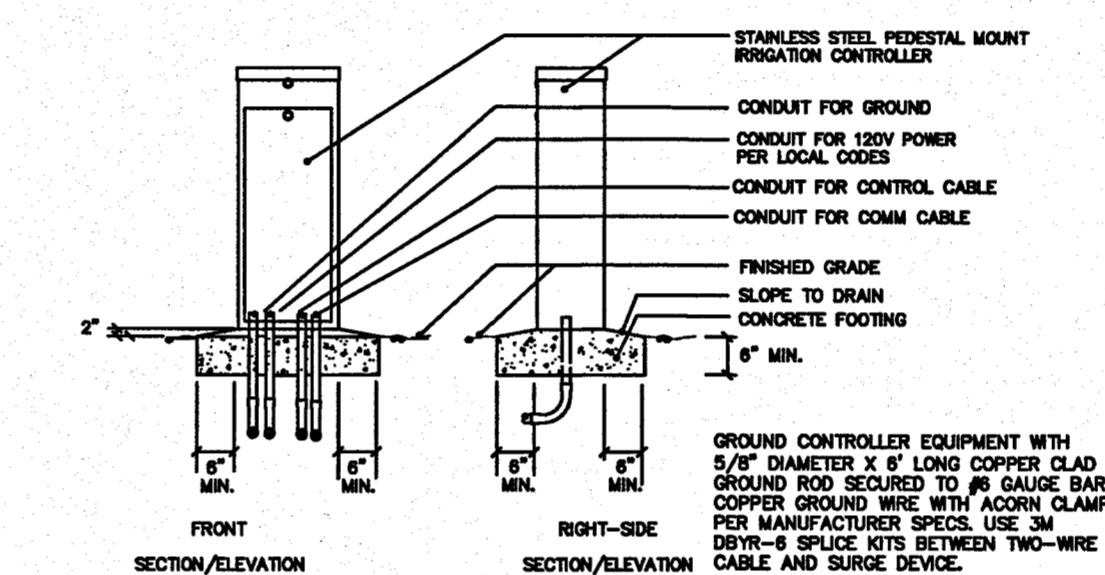
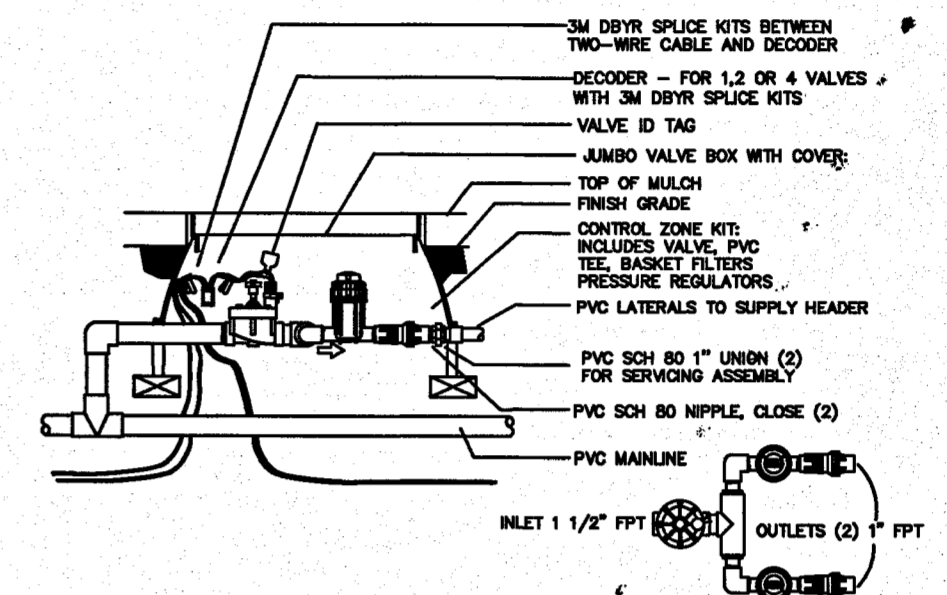
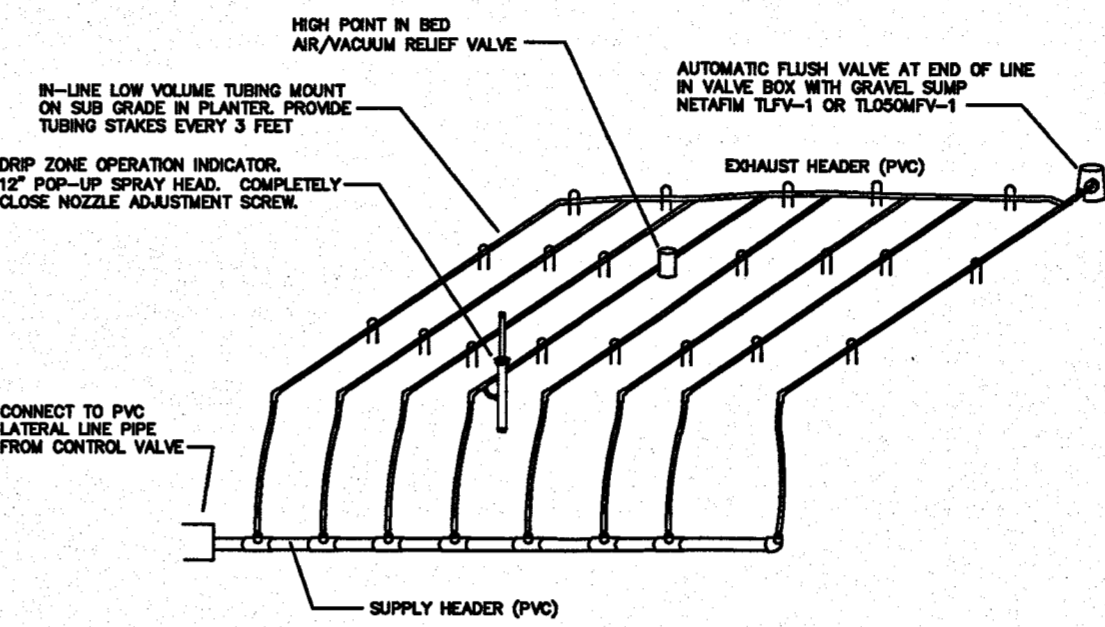
SPRAY BODIES

- RAINBIRD 1800 SERIES SPRAY BODIES & ADAPTERS PROVIDE PURPLE CAP FOR RECLAIMED WATER POLY PIPE AND INSERT FITTING SWING JOINTS PROVIDE MPR SPRAY NOZZLES PER PLAN USE U-SERIES NOZZLES FOR "B", "D", "E", "H", "K", "L" & "P" NOZZLE DESIGNATION USE VAN SERIES NOZZLES FOR "Z", "ZZ" & "ZI" NOZZLE DESIGNATION
- S 6" POP-UP TURF SPRAY BODY
 - T 12" POP-UP SHRUB SPRAY BODY
 - R X" SHRUB NOZZLE ON PVC RISER
 - THREE BUBBLER ON FLEX PE PIPE

LETTER	GPM AT 30 PSI	RADIUS	PATTERN
A	0.92	15'	QUARTER
B	1.30	15'	ONE THIRD
C	1.85	15'	HALF
D	2.48	15'	TWO THIRD
E	2.92	15'	THREE QTR.
F	3.70	15'	FULL
G	0.65	12'	QUARTER
H	0.90	12'	ONE THIRD
J	1.30	12'	HALF
K	1.75	12'	TWO THIRD
L	2.00	12'	THREE QTR.
M	2.60	12'	FULL
N	0.39	10'	QUARTER
P	0.57	10'	ONE THIRD
Q	0.79	10'	HALF
R	1.58	10'	FULL
U	0.61	4' X 15'	END STRIP
UJ	0.5	4' X 15'	LEFT CORNER STRIP
Ur	0.5	4' X 15'	RIGHT CORNER STRIP
V	1.21	4' X 30'	SIDE STRIP
W	1.2	4' X 30'	CENTER STRIP
X	1.7	9' X 18'	SIDE STRIP
Z1	VARIES	10'	ADJUSTABLE ARC
Z2	VARIES	12'	ADJUSTABLE ARC
Z	VARIES	15'	ADJUSTABLE ARC
Y	0.5	1'	FLOOD BUBBLER
O	1.0	5'	STREAM BUBBLER
1	0.28	8'	QUARTER
2	0.32	8'	ONE THIRD
3	0.52	8'	HALF
4	1.05	8'	FULL
5	1'	5'	QUARTER
6	2	5'	ONE THIRD
7	2	5'	HALF
8	3.8	5'	FULL

ROTOR HEADS

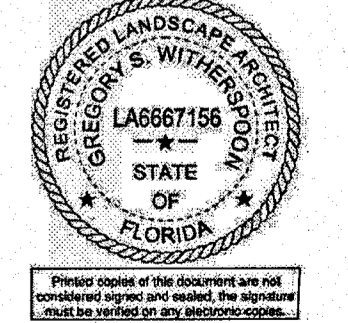
- RAINBIRD 5000 SERIES PROVIDE PURPLE CAP FOR RECLAIMED WATER POLY PIPE AND INSERT FITTING SWING JOINTS 6" POP-UP BODY IN TURF
- 5000-MPR-25 (RED) NOZZLE AT 45 PSI
 - 25' 90 DEGREE HEAD (1 GPM)
 - 25' 180 DEGREE HEAD (2 GPM)
 - 25' 360 DEGREE HEAD (4 GPM)
 - 5000-MPR-30 (GREEN) NOZZLE AT 45 PSI
 - 30' 90 DEGREE HEAD (1.4 GPM)
 - 30' 180 DEGREE HEAD (3 GPM)
 - 30' 360 DEGREE HEAD (6 GPM)
 - 5000-MPR-35 (BEIGE) NOZZLE AT 45 PSI
 - 35' 90 DEGREE HEAD (2 GPM)
 - 35' 180 DEGREE HEAD (4 GPM)
 - 35' 360 DEGREE HEAD (7.5 GPM)



DATE	REV	DESCRIPTION
01/08/20		Park Plan

RELEASED FOR	DATE
CHECK SET	01/20/2020

GREGORY S. WITHERSPOON ARCHITECT # LA6867156



JOB NUMBER: 218-077-30

IRRIGATION LEGEND, NOTES & DETAILS

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

6C1

TRIMAC OUTDOOR

Quality - Communication - Attention To Detail - Proactive Solutions



904.584.0596
ZACH@TRIMACOUTDOOR.COM
TRIMACOUTDOOR.COM

FULL-SERVICE LANDSCAPE MANAGEMENT

W PALM BEACH | FT LAUDERDALE | JACKSONVILLE | ORLANDO | FT MYERS | TAMPA



OUR SERVICE OFFERINGS

- LAWN MAINTENANCE
- HORTICULTURAL SERVICES
TURF & ORNAMENTAL
FERTILIZATION, PEST &
WEED CONTROL
- IRRIGATION MANAGEMENT
- ARBORIST SERVICES & TREE
CARE
- LANDSCAPE DESIGN,
CONSTRUCTION &
ENHANCEMENT SERVICES

Custom Approach

- Turf & Ornamental Program
 - Our turf & ornamental program will focus on getting your turf color and density back promptly. There is a high quantity of weeds in the turf, we will eradicate these weeds in the first 30 days and apply a granular fertilizer (24-0-11) which will quickly add density and color.



- Cutbacks
 - We will ensure that annual cutbacks are completed within the first 60 days. Including grasses and knockout roses. This will allow these plants to thrive due to rejuvenation and rid the property of the tired plant material look going forward.



- Trees
 - Trees will receive a comprehensive audit and in the first 30 days. In scope pruning plan of attack for the year will be outlined and coordinated with management, as well as proposals for any out of scope pruning or tree care work necessary to ensure the value of your trees is preserved

- Bed Detail
 - We will provide sufficient manpower to ensure that the current weed infestation & shrub of the beds is eradicated & shrub pruning to optimal shape and size occurs in the first 30 days and continually maintained there after.



- Irrigation
 - We will perform a full irrigation inspection within the first 30 days. We will provide a full audit and report of the system to management. We will suggest any repairs necessary to get the system fully functioning and covering so our turf program will succeed.



Approach

- We Strive To Be The Best, Not The Biggest.
- Companywide Focus on Quality
- Customer Service At All Times
- Detail Oriented
- Proactive Solutions
- Consistent Communication
- Internal Communication
- Accountability
- Long Term Relationship Building
- Careful Planning
- Creative Problem Solving
- Take Charge & Accept Responsibility
- Understand Expectations, Deliver Results
- Active Owner
- Horticultural Expertise
- Dedication To a Strong Ethical Standard
- Safety Oriented
- Staff Share A Common Vision- "Customer Service Equals Success"

Innovative Problem Solving

SITE INSPECTION AND THE PROPOSAL PROCESS

As we began this proposal process, we looked at all current site conditions such as slopes, turf, shrub and tree health, maintenance access, mowing challenges and obstacles to arrive at our man hour projections. Once those calculations and measurements were compiled using our formulas, and spreadsheets, we derived a plan of attack to provide resolution to those challenges. On the following pages we will outline our plan. We will fill you in on our systematic approach to providing the services that will benefit your property. At Trimac Outdoor we have built a team of quality industry professionals that are like minded in their approach and passionate about quality and customer service. This is the reason, we at Trimac Outdoor are confident in our ability to provide premier, full-service landscape management that will offer high value to your community.

CUSTOM SOLUTIONS

At Trimac Outdoor we understand the difference in just maintaining a property and managing the landscape comprehensively. Landscape management is much more than mowing and trimming. Landscape management is about integration and synchronization of a multitude of necessary tasks that need to be completed with precise timing. Our maintenance plans include a proactive approach to identify threats to the appearance of your landscaping.. We operate in minute details, that will allow your landscape to stand out. We formulate your landscape maintenance plan so that you have manicured turf, immaculate landscape beds, healthy vibrant trees and shrubs, and high impact flower displays.





Quality - Customer Service - Attention To Detail - Proactive Solutions

MISSION

Guided by our 4 core values of Quality, Customer Service, Attention to Detail and Proactive Solutions, we provide premier level commercial landscape management services to our clients. We will always innovate and operate in a forward thinking proactive way that puts our clients needs first, and their goals at the forefront. All of our long term strategies and short term actions are molded by our core values and shared by each member of our team. This outlook and relentless pursuit of our core values allows us to meet or exceed our clients expectations on a consistent basis.

Josh Fletcher

President



WHAT THIS MEANS TO US

We understand you have many choices when it comes to Landscape Management. Trimac was built from the bottom up with the intention of being the quality solution to all of the major issues that face commercial property managers and owners. Our core values solve these main issues. When choosing Trimac, you have a partner that values quality and customer service above all else. All of our actions are centered around you, the client.

With Trimac Outdoor, you are always one phone call away from the owner at any time. No corporate hierarchy, no searching for answers. We have all of the management layers in place to manage your city's landscape effectively, yet no corporate overkill that bogs down progress. We have a relentless passion to strive for perfection and the backing of an owner that will fix any issues that may arise. Our support staff has over 200 years of horticultural and landscape acumen. This staff currently manages over 50 million square feet of happy, beautifully manicured landscapes.

So you might be wondering, how important is your account to Trimac? Will we be just another account, just another source of revenue? The Ritz Carlton will be a shining jewel for Trimac Outdoor and the local community. We want your Resort looking more beautiful than the day we came aboard; and we at Trimac Outdoor know how to accomplish that task. Thank you for considering Trimac Outdoor!



Phone: 888.500.4445

www.trimacoutdoor.com





THE TRIMAC DIFFERENCE

So what is the Trimac Outdoor difference? What makes us stand out in a crowded field of commercial landscape management firms? We're glad you asked, let us lay it out for you below.

1. We have an active owner. We have all of the levels of management, yet we have a decisive client minded owner. We do not have to get time consuming corporate approval for labor hours, or necessary tools and materials to do the job correctly. We put the client first in everything we do. When the owner is personally visiting and viewing the sites, you get a whole new level of quality and service.
2. Our 30 day blitz. When we take over your property, we want you to see significant improvement within our first 30 days. We call this a 30 day blitz.
 - We complete a full detail of landscape beds and shrubs that may have been neglected back into their manicured, weed free, original intended state of beauty. We get your turf fertilized with powerful fertilizers custom blended for density and color. We eradicate turf weeds and pest in the same treatment. We want your turf to start off on the right foot under our care.
 - Canopy all low hanging trees
 - De weed and de vine shrubbery
 - Full irrigation audit and inspection reported directly to the property manager.
3. Proactive Solutions. We know you have enough to worry about, with this in mind, we proactively manage your landscape. We provide consistent communication through our detailed reports and quality audits. We provide proactive solutions so you don't have to manage every little detail. When you use Trimac Outdoor, you can enjoy the sense of being in complete control and having thorough information and reports to back up the services and products being provided.

Equipment

- 10-Ford F-150 Crew Trucks
- 42-Ford F-250 Crew Trucks
- 6-Ford F350 Crew Dump Trucks
- 17-Dodge Ram Crew Trucks
- 75-16' Triple Crown Equipment Trailers
- 3-Texas Pride Dump Trailers
- 2 Dodge Ram 100 Gallon Spray Trucks
- 5-John Deere Gators
- 3 John Deere Z930 60" Mowers
- 4-John Deere Z920 54" Mowers
- 2-John Deere Z910 36" Mowers
- 48-Wright ZK Standard 48"
- 42-Wright ZK Standard 52"
- 12-Wright ZK Standard 72"
- 23-HPV Little Wonder Leaf Vacuums
- 488-2 Cycle Edgers, Blowers, and Line Trimmers
- 12-Isuzu NPR Quad Cabs



TRIMAC OUTDOOR



Josh Fletcher – President. Josh has made it a focal point to staff Trimac with enthusiastic, like minded, experienced industry leaders. With over 14 years of landscape acumen, Josh now leads his team through direct involvement and a passion for quality and client satisfaction. Josh harnesses his competitive spirit to build an organization that provides premier quality service and an unparalleled client experience on a large scale. Josh studied Business Administration at the University of Memphis.



Todd Murphy – General Manager. With a background of 28 years in commercial landscape maintenance, design and development, Todd brings a wealth of experience to the table. Todd's experience has involved many of the large scale premier properties in Florida. Todd is directly responsible for all operations, procedures and client satisfaction. Todd believes the only way to do business is by doing right by our clients and our employees. Integrity & honesty are the backbone of his approach. All Trimac Outdoor management positions report directly to Todd.



Paul Russell – Account Manager. Paul brings a wealth of operational knowledge and years of industry experience on a wide array of commercial maintenance and construction projects. Paul deals directly with clients on a daily basis ensuring that their goals are met and that our customer service standards are maintained. Paul's attention to detail is second to none, which allows him to focus on the quality of the work performed on each property. Paul's positive attitude will be an asset to your vendor team.



Milo Williams - Director of Business Development. our marketing and business development team. Milo creates long term relationships based on the simple philosophy of doing the right thing, proactively, with attention to detail and doing it all with passion and enthusiasm. For the last 18 years Milo has lived this motto. His energetic outlook is addictive. Milo received a BS in Entomology from the University of Ohio.



Jaime Constancio – Branch Manager Jaime is a veteran of the commercial landscape maintenance industry with a long history of successful Management and Retention. His resume includes 20+ Years experience with irrigation, water management, Turf Management, employee Management, Account Management, Scheduling, and Customer Experience. Jaime strives for 100% Customer Satisfaction.

Great people, one focus.... You!

TRIMAC OUTDOOR



Jill Veitch - Landscape Designer. Jill graduated with a BS in Broadcast Communications from UNF as well as her Landscape Design Certification from the New York Institute of Art & Design. Jill's passion is creating premier landscapes using forward thinking, innovative design that considers the current budget and future landscape maintenance operating costs.



Angel Jerrell - Office Administrator. Angel works to coordinate office activities and operations to ensure a seamless experience throughout the client relationship. Angel has 7 years of client relations supporting needs of high-profile clients while ensuring confidentiality. She believes that every client should be addressed quickly and be treated with kindness and respect.



Joey North - Account Manager. Joey handles client interaction and communication, job scheduling and coordination as well operational duties relating to his portfolio. Joey leads his teams with enthusiasm and a steady hand. Joey has over 14 years of commercial landscape maintenance and construction experience on a wide array of large commercial projects. Joey is BMP certified and holds his BMP chemical certification.



Jack Crawford - Production Manager. With over 30 years experience in the landscape industry, Jack brings a wealth of experience and knowledge from irrigation, and landscape maintenance to landscape construction and build. Jack is on the national OSHA safety council, and has his irrigation certification license. He is a combat vet, with 8 years in the Air Force on Special Operations Teams.

Staffing & Hiring Procedures

When you read our mission statement, you will see that it is our vision that we create premier service and value to our clients through our service. We know the only way to do this is with quality people. With this in mind, we have set out to hire the top industry professionals with past experience on large projects and serious landscape acumen. We hire like minded passionate people who share our vision for quality and customer service and want to be a part of the ultimate customer experience. Our owner does a final interview with all management positions to determine if the hire will be a good fit for our company and our present and future clientele. We take your decision to consider Trimac Outdoor very seriously, and hire accordingly. Just remember, when you choose us, we have already considered this moment when we made our hires. Thank you for considering our great people as the stewards of your beautiful landscape!

Reference Properties

Tapestry at Westland Village
6505 Collins Road
Jacksonville, FL 32244



Turnbull Creek CDD
101 E Positano Ave
St Augustine, FL 32092



OVER 50 MILLION SQUARE FEET OF LANDSCAPES MANAGED

TRIMAC OUTDOOR

REFERENCE PROPERTIES

Village on the Green – 500 Village Pl, Longwood, FL



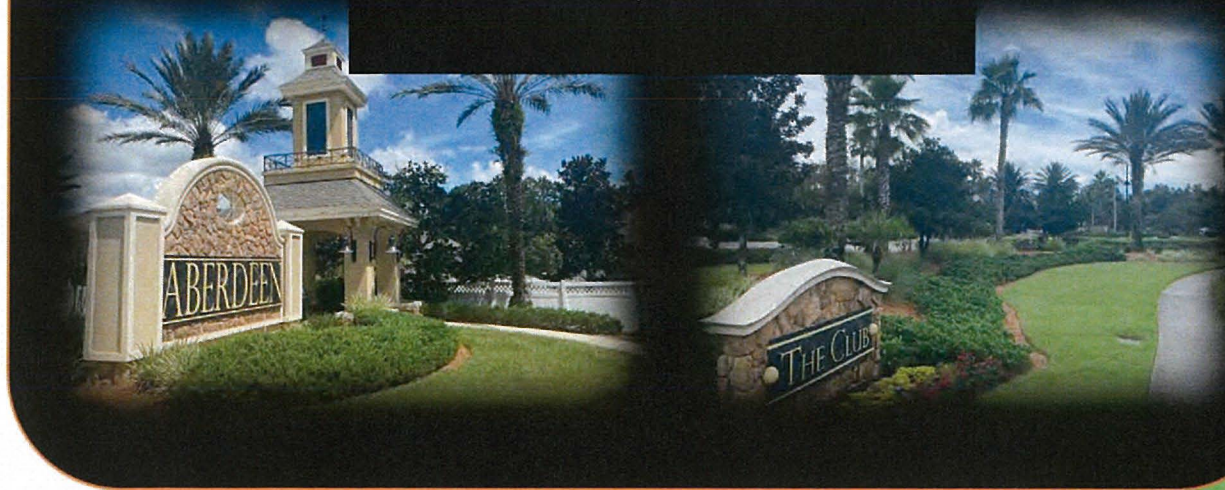
OVER 70 MILLION SQUARE FEET OF LANDSCAPES MANAGED

Reference Properties

The Felix
11723 Wells Creek Parkway
Jacksonville, FL 32256



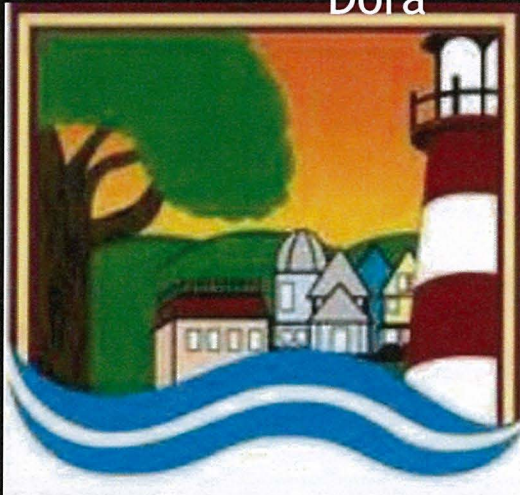
Aberdeen CDD
110 Flower of Scotland Ave
St Johns, FL 32259



OVER 50 MILLION SQUARE FEET OF LANDSCAPES MANAGED

Reference Properties

City of Mount
Dora



CITY OF
MOUNT
DORA



OVER 50 MILLION SQUARE FEET OF LANDSCAPES MANAGED

Reference Properties

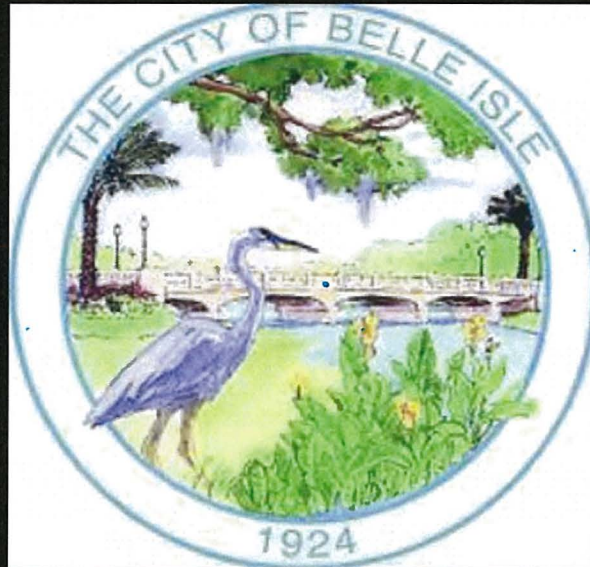
City of Plant City
City of Casselberry



OVER 50 MILLION SQUARE FEET OF LANDSCAPES MANAGED

Reference Properties

City of Belle Isle



OVER 50 MILLION SQUARE FEET OF LANDSCAPES MANAGED

Reference Properties

Palm Beach
Southwest Florida
County
International Airport
International



LEE COUNTY PORT AUTHORITY
Southwest Florida
International Airport



OVER 50 MILLION SQUARE FEET OF LANDSCAPES MANAGED

Reference Properties

Palm Beach County
International Airport



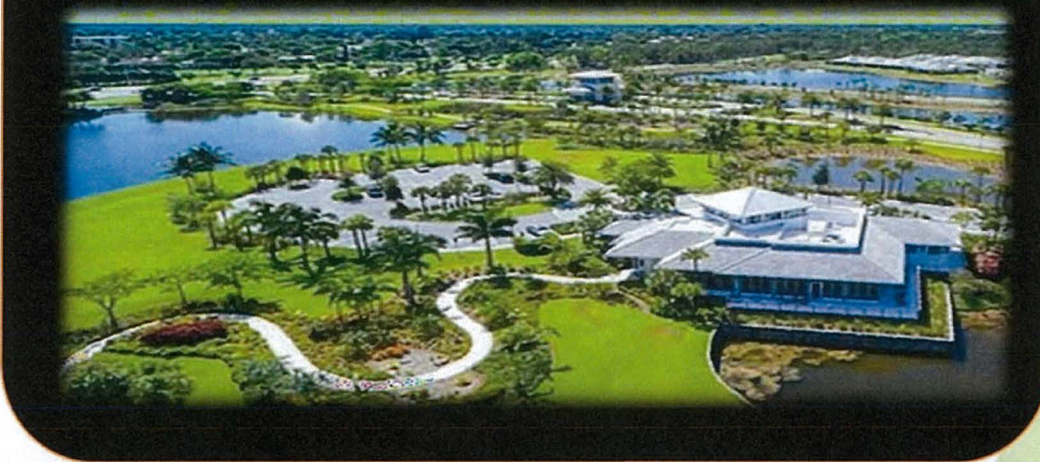
OVER 50 MILLION SQUARE FEET OF LANDSCAPES MANAGED

Similar references with residential dwellings & WGV reference

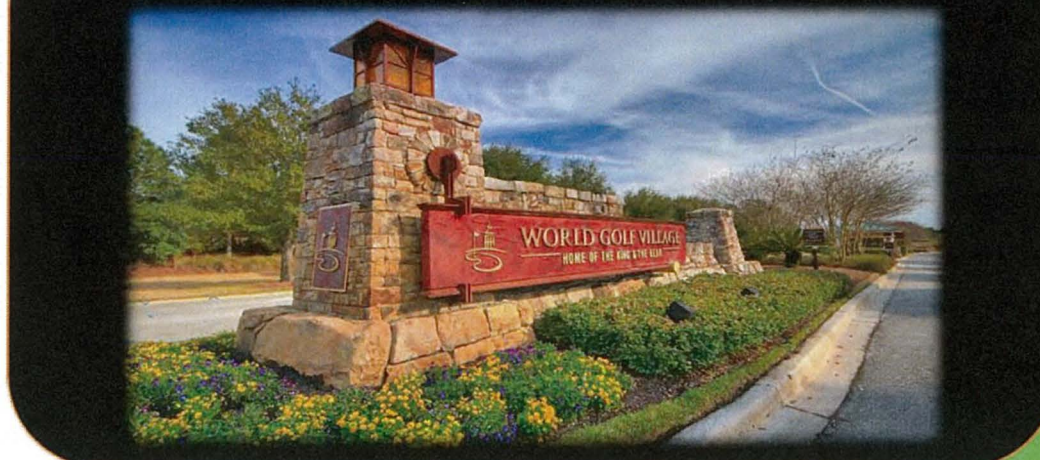
Lake Ridge North in Fleming Island plantation- 2300 town center
parkway, Fleming Island, FL 32003
The Cam Team – Kathy Melton: 904.638.1435



Ocean Gallery CDD & 5 Associations - 4600 A1A S, St Augustine, FL
Scott Simmons - General Manager 904.209.5781



WGV | Six Mile Creek | The King & The Bear



Reporting

REPORTS

- Our Account manager will provide Manager and/or Regionals with a monthly site quality inspection report. Weekly service reports will be provided to management as well.
- Our Account manager will also provide the monthly irrigation inspection report as well as a proposal for any repairs detected in the inspection.
- We will proactively report and propose any concerns, issues, enhancement opportunities with a forward-thinking proactive approach in an effort to remedy issues before they become major problems.

IRRIGATION REPORT

Irrigation Technical Inspection Report

Irrigation Controller		Point of Connection				Site Name	
Location		Location		Location		Location	
Type/Size	Size	Technician		Date of Inspection			
Rain Gauge	Y	N	Sources	Meter	Well	Pump	of in contract
Power On	Y	N	Inspection #		Set to Run		
General Information		Backflow	Y	N	Inspection Start Time		
Valve Type	PRV	Y	N	Inspection End Time			Set to Run
Adequate Coverage	Y	N	Master Valve	Y	N	Odd Even Every Day	
						or Days of the Week	
						S M T W T F S	
Repairs Proposed (P) or Completed (C)							
Controller	Pipes	Valves	Broken Heads	Adjustments			
Head Type (Rotor, Spray, Drop, etc.)	Shrub	Annual	Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down
Turf	Shrub	Annual	Turf Spray (4")	Shrub Spray (12")	Fixed Rotor	Clear Driven Rotor	Impact Rotor
			Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Revised/Lowered
Zone							Comments and Recommendations
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

LANDSCAPE QUALITY INSPECTION

LANDSCAPE QUALITY AUDIT

Property Name		CATEGORY RATING CRITERIA				
Street Address		5	4	3	2	1
City, State		Exceeds Requirements	Meets Requirements	Needs Improvement	Does Not Meet Requirements	
Job #	Customer #	Note: The Landscape Quality Audit is based on a set of written standards that are to be used to determine the score for each subcategory in the landscape that is being rated.				
Date of Report						
		1	2	3	4	5
1.0 LAWN						
1.1 Mowing Lines /Turf Cut						
1.2 Edging						
1.3 Lawn Fertility						
1.4 Weed Control						
1.5 Insect and Disease						
1.6 Irrigation						
LAWN TOTAL						
2.0 SHRUB BEDS						
2.1 Pruning						
2.2 Plant Fertility						
2.3 Weed Control						
2.4 Mulch						
2.5 Insect and Disease						
2.6 Irrigation						
SHRUB BED TOTAL						
3.0 SEASONAL COLOR						
3.1 Overall Appearance						
3.2 Pruning						
3.3 Plant Fertility						
3.4 Weed Control						
3.5 Insect and Disease						
3.6 Irrigation						
SEASONAL COLOR TOTAL						
4.0 GENERAL SERVICE						
4.1 Parking Lot/Driveways						
4.2 Debris Pick Up/Blowing						
4.3 Proactive Suggestions						
4.4 Response Time						
4.5 Consistency of Service						
4.6 Communication of Turf/Grass						
GENERAL SERVICE TOTAL						
REPORT SUMMARY		Category Rank	Site Pt	Number of Categories Audited	4-5 Days/10-15 Mins	Check Appropriate LQA Rating
1.0 LAWN				0	0	#DIV/0! Exceeds Requirements (5.0-4.0)
2.0 SHRUBS				0	0	#DIV/0! Exceeds Requirements (4.0-3.0)
3.0 SEASONAL COLOR				0	0	#DIV/0! Meets Requirements (3.0-2.0)
4.0 GENERAL SERVICE				0	0	#DIV/0! Needs Improvement (2.0-1.0)
TOTAL SCORE						#DIV/0! Does Not Meet Requirements (1.0-1.0)
INSPECTION APPROVAL						
Client Signature		Print Name		Date		

CPO LICENSE

State of



Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

PEST CONTROL LICENSE

Number: JB282395

TRIMAC OUTDOOR

10701 HOOD ROAD SOUTH, JACKSONVILLE, FL 32257

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending March 31, 2020 as prescribed by Law.

Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture

Issue Date: March 13, 2019

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT

2021

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT
Lake County, Florida**

Notice is hereby given that the Hills of Minneola Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to gillyardd@whhassociates.com. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than June 16, 2022 at 10:00 AM (EST) at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS (Hills of Minneola Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by sending an email to gillyardd@whhassociates.com, (561)571-0010.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Vivek Babbar at vbabbar@srvlegal.com and Mark Hills at info@myhoasolution.com, with a further copy to: Daniel Rom at romd@whhassociates.com.

Hills of Minneola Community Development District
Cindy Cerbone, District Manager

HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services

Lake County, Florida

Instructions to Proposers

1. **DUE DATE.** One (1) written sealed proposal (“**Proposals**”) with a PDF file on a flash-drive must be received by interested parties (“**Proposer**”) no later than June 16, 2022 at 10:00 AM (EST) at the offices of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
May 13, 2022	RFP Notice is issued.
May 13, 2022	RFP package available for download.
June 7, 2022 @ 10:00 AM (EST)	Mandatory pre-proposal meeting with Field Ops. Manager. Meet at the first entrance sign from the FL Turnpike at Hancock Rd and Briar Rose Blvd. Call 407.847.2280 (if needed) for further instructions. Location: Briar Rose Blvd, Minneola, FL 34715
June 10, 2022 at 5:00 PM (EST)	Deadline for questions.
June 16, 2022 at 10:00 AM (EST)	Proposal submittal deadline.
June 16, 2022 at 10:15 AM (EST)	Bid opening.

3. **PRE-PROPOSAL MEETING.** Each Proposer is required to attend an onsite pre-proposal meeting with the CDD Field Ops. Manager to go discuss the expected scope of work.

4. **SIGNATURE ON PROPOSAL.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of Twenty-Five Thousand Dollars (\$25,000) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed ninety (90) days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and

experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The "Project Manual," and any addenda thereto, will be available from the District Manager's office by sending an email to gillyardd@whhassociates.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Vivek Babbar at vbabbar@srvlegal.com and Mark Hills at info@myhoasolution.com, with a further copy to: Daniel Rom at romd@whhassociates.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after June 10, 2022 at 5:00 PM (EST) will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) written proposal & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Hills of Minneola Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead

in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112, Florida Statutes, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual (**i.e., by no later than May 16, 2022 at 5:00 PM (EST)**), and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard**. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of One hundred thousand dollars (\$100,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (20 Points Possible) (____ Points Awarded)

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by

the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

END

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Clay

Before me, the undersigned authority, appeared the affiant, Jill Fletcher and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of vice President for J. Fletcher Ent. dba Trimac Outdoor ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Hills of Minneola Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (**i.e., by no later than May 16, 2022 at 5:00 PM (EST)**), the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 15 day of June, 2022.

Proposer: Fletcher Enterprises Inc dba
By: Jill Fletcher Trima c
Title: Vice President Outdoor

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of June, 2022, by _____ as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Shannon V. Leigh
NOTARY PUBLIC, STATE OF FL

Name: Shannon V. Leigh
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name J Fletcher Enterprises, Inc. dba Trimac Outdoor

Street Address 1579 Wild Fern Dr.

P. O. Box (if any) _____

City Fleming Island State FL Zip Code 32003

Telephone 904-505-4694 Fax no. 904-592-7003

1st Contact Name Jill Fletcher Title Vice President

2nd Contact Name Josh Fletcher Title President

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- **Company Standing:**

Proposer's Corporate Form: Corporation
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? FL Date Oct. 2006

Is the Proposer in good standing with that State? Yes No

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes No

If no, please explain _____

- **What are the Proposer's current insurance limits?**

General Liability	\$ <u>3,000,000</u>
Automobile Liability	\$ <u>1,000,000</u>
Workers Compensation	\$ <u>1,000,000</u>
Expiration Date	<u>9/6/22 + 3/20/23 (WC)</u>

- **Licensure** – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- List the location of the Proposer's office, which would perform work for the District.

Street Address 574 Fairvilla Rd, Orlando, FL 32808

P. O. Box (if any) _____

City Orlando State FL Zip Code 32808

Telephone 407-868-0997 Fax no. n/a

1st Contact Name John Nuebel Title Branch Manager

2nd Contact Name Zach Higginbotham Title Business Developer

- Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:

<u>1</u>	Supervisors, who will be onsite <u>2</u> days per week;
<u>1</u>	Technical personnel, who will be onsite <u>3</u> days per <u>month</u> ; and
<u>3</u>	Laborers, who will be onsite <u>4</u> days per week.

- Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.
- Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):

Name: Basam Sand el Cate

Position / Certifications: Chemical Applicator / Technician

Duties / Responsibilities: Liquid and Granular chemical applicator for turf, shrubs, & trees.

% of Time to Be Dedicated to This Project: 5-10 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Other properties across Orlando

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: V Fletcher Enterprises, Inc
Trimac Outdoor

DATE: 6/15/22

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Josh Fletcher	President	In charge of growth, culture, and creating premier service	Fleming Island, FL
Jill Fletcher	Vice President	Landscape design. Budget setting. Communication.	Fleming Island, FL
Todd Murphy	General Manager	Responsible for all operations, procedures, and client satisfaction	Jacksonville, FL
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: J Fletcher Enterprises Inc
Trimac Outdoor

DATE: 6/15/22

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
John Nueber	Branch Manager	Branch scheduling, client relations, quality control	Orlando, FL	5%/1	4	20
David Hensley	Account Manager	Job communications, proactive solutions, problem solving	Orlando, FL	20%/2	2	25

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: J Fletcher Enterprises Inc.
Trimac Outdoor

DATE: 6/15/22

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	Super Duty Truck and Trailer	2	Orlando, FL & Apopka, FL
2	Backpack Blowers	2	Orlando & Apopka
2	2-cycle weedeaters/string trimmers	2	Orlando & Apopka
2	2-cycle edgers	2	Orlando & Apopka
2	2-cycle hedge trimmers	2	Orlando & Apopka
2	72in Riding Exmark Mowers	2	Orlando
2	52in Standing Exmark Mowers	2	Orlando & Apopka
1	Z-sprayer	30	Orlando & Across C. FL
1	Gator w/ spray tank (if needed)	8	Orlando & Orange County Schools
1	Tractor w/ mower attachment (if needed)	3	Orlando & OC schools
1	Irrigation Truck / Van	22	Orlando & C. FL

PROPOSAL FORM
PART III – EXPERIENCE

- Has the Proposer performed work for a community development district previously? Yes No
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Turnbull Creek Community Development District

Contact: J Schieszer Contact Phone: 904-759-9833

Project Type/Description: Landscape + Irrigation Services

Dollar Amount of Contract: \$281,448 /yr

Scope of Services for Project: Mowing, edging, irrigation checks, trash removal, fert/chem program, pond mowing, mulch install

Dates Serviced: ~~2018 - 2020~~ Oct. 2021 - Present

- List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

2020 = _____

2019 = _____

2018 = _____

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project Name/Location: Ocean Gallery

Contact: Scott Simmons Contact Phone: 904-209-5781

Project Type/Description: All inclusive HOA / resort

Dollar Amount of Contract: \$103,056 /yr

How was the project similar to this project? Similar spacing out of property and similar expectations.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Fertilization 4x/yr, mowing

42 visits, monthly irrigation checks, annual rotations
4x/yr, weekly visits/monitoring in the winter.

List of equipment used on site: 3 mowers, 2 edgers / blowers / trimmers / weedeaters

List of subcontractors used: _____

Is this a current contract? Yes No

Duration of contract: Oct. 2017 - current

• (Information regarding similar projects – continued)

Project Name/Location: Six Mile Creek POA
Contact: J Douglas Contact Phone: 904-940-7452
Project Type/Description: Landscape & irrigation for large POA
Dollar Amount of Contract: \$356,844 /yr
How was the project similar to this project? Common areas for a large neighborhood.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Five fertilizer apps for turf, 3 fert apps for shrubs, monthly irrigation checks, very large annual bed change outs 4x/yr

List of equipment used on site: _____

List of subcontractors used: n/a

Is this a current contract? Yes No

Duration of contract: April 2019 - present (expected April 2025)

• (Information regarding similar projects – continued)

Project Name/Location: Village on the Green

Contact: R. Metzger Contact Phone: 407-682-0230

Project Type/Description: All inclusive Senior living area

Dollar Amount of Contract: \$295,000 /yr

How was the project similar to this project? Similar scope in size for
Summer hours, 52 visits

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): 4 turf fert, 3 shrub fert,
mulch install, annual rotation, palm trimming

List of equipment used on site: _____

List of subcontractors used: n/a

Is this a current contract? Yes No

Duration of contract: Aug. 2020 - present

• (Information regarding similar projects – continued)

Project Name/Location: ~~Marble Head~~ ~~Marble Head~~ Marble Head HOA

Contact: Frank Contact Phone: 407-455-5950

Project Type/Description: HOA common areas

Dollar Amount of Contract: \$60,000

How was the project similar to this project? Similar fert program, similar layout. Smaller in scope, but similar requirements and contract structure

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): 4 ferts for turf, 3 ferts for shrubs, monthly irrigation checks, 42 visits/mows.

List of equipment used on site:

List of subcontractors used: n/a

Is this a current contract? Yes No

Duration of contract: Feb 1 2022 - present

- Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes No For each such incident, please provide the following information (attach additional sheets as needed):

Project Name/Location: Lloyd Jones Portfolio Orlando, FL

Contact: _____ Contact Phone: _____

Project Type/Description: Apartment / multi-family

Dollar Amount of Contract: _____

Scope of Services for Project: 42 cuts, 12 irrigation checks,
annuals included.

Dates Serviced: April 2021 - April 2022

Reason for Termination: New management change. Was told they
found better pricing.

- Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes No For each such incident, please provide the following information (attach additional sheets as needed):

Project Name/Location: ZRS Portfolio Tampa, FL

Contact: _____ Contact Phone: _____

Project Type/Description: Apartments, multi-family

Dollar Amount of Contract: _____

Scope of Services for Project: 42 cuts, 12 irrigation checks

Dates Serviced: Jan. 1 2021- Dec. 31. 2021

Reason for Termination: New regional manager came aboard and brought in their previous company

- Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No X

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No ~~X~~

If yes, please describe each incident Employee tripped and fell and injured his wrist.

- Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ___ No X If yes, please provide:

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

PROPOSAL FORM
PART IV PRICING

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 155,751 Yr

Landscape area wash outs will require ongoing maintenance due to the hilly nature of the community. Any wash out from rain is part of the general monthly maintenance scope of work to "fill and sod on top in sodded areas" and to "fill any non-sodded areas".

Tree and Palm Tree pruning will be done as needed throughout the year and limited to dry/dead branches and/or brown fronds and seed heads. No green Palm fronds shall be removed. Sucker growth will be removed by hand from the base of trees. Removal of generated debris from the pruning and maintenance cycles.

- Storm Cleanup \$ 55 /hr

- Freeze Protection (description of ability) Covering of firebush shrubs

\$1,080 /application (Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)

- Hand Watering

\$ 45 /hr for employee with hand-held hose

\$ 175 /hr for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials)

\$ 23,288 Yr

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	24-2-11	.66	800	\$ 4,520 4,520
April	Urea / Insect / Triplet	.50	400	\$ 6,408
June	21-0-0 w/ broadleaf	1.00	800	\$ 7,840
October	24-2-11	.66	800	\$ 4,520

L
SRN

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

CHINESE BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

Included in Fertilizer cost
 \$ _____ 0.00 Yr
 (If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ NA /Yr (based on quantities below) *No palms

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 6,400 /Yr

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials)

\$ 15,600 /Yr

Freeze Protection (description of ability) Shut down system

\$ na /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 80 /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.

At the time of this RFP, there are 77 irrigation zones all being run from battery timers. Sometime in 2022, these will be switched to electric power and approximately five (5) additional zones will be added. Please see Exhibit E current irrigation "As-Builts" for battery operated zones.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

165 CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ 55 /CY (October Application)

And

165 CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at
\$ 55 /CY (April Application)

Installation of Grade "A" Medium Pine Bark Mulch \$ 18,150 /Yr
(This is the total cost if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

Tree Trimming (All labor and materials) \$ 2,700 /Yr

Tree trimming to be done once per year. Canopy to be kept at minimum of seven (7) feet.

The District reserves the right to subcontract any tree trimming event to an outside vendor

PART 7

Porter Service (All labor and materials) \$ 2,165 /Yr

Empty eight (8) trash cans and replace bags located at the park during each visit.

Once installed, empty doggy waste cans and replace bag upon each visit. Refill waste bags at each station, as needed.

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ 199,504 /Yr

FIRST ANNUAL RENEWAL

\$ 205,489 /Yr*

SECOND ANNUAL RENEWAL

\$ 211,653 /Yr*

THIRD ANNUAL RENEWAL

\$ 218,002 /Yr*

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ <u>45</u> Hour
B.	Tractor w/operator	\$ <u>65</u> Hour
C.	Supervisor with Transportation	\$ <u>50</u> Hour
D.	Laborer with hand equipment	\$ <u>45</u> Hour
E.	Truck w/driver	\$ <u>50</u> Hour
F.	Irrigation Tech	\$ <u>80</u> Hour
G.	Granular Pesticide Applicator	
	Person with Drop Spreader	\$ <u>45</u> Hour
H.	Liquid Pesticide Applicator	
	Person with Spray Truck	\$ <u>45</u> Hour
I.	Granular Fertilizer Applicator	
	Person with Drop Applicator	\$ <u>45</u> Hour
J.	Liquid Fertilizer Applicator	
	Person with Spray Truck	\$ <u>65</u> Hour
K.	Granular Weed Control Applicator	
	Person with Drop Applicator	\$ <u>45</u> Hour
L.	Liquid Weed Control Applicator	
	Person with Spray Truck	\$ <u>65</u> Hour
N.	Laborer for Additional Trash Pick-Up	\$ <u>45</u> Hour
O.	Lump Sum Mowing ⁽¹⁾ , entire community	\$ <u>4,450</u> Per Mow

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of J Fletcher Enterprise dba Tramac Outdoor ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 15 day of June, 2022.

Proposer: J Fletcher Enterprises inc dba Tramac Outdoor
By: Jill Fletcher
Title: Vice President

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of June 2022, by _____ as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Shannon V. Leigh
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Shannon V. Leigh
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Hills of Minneola Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Vice President for J. Fletcher Enterprises, Inc. aka Tramac Outdoor ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 414 Old Hard Rd.
Fleming Island, FL 32003
4. Proposer's Federal Employer Identification Number (FEIN) is 20-5721205

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 15 day of June, 2022.

Proposer: J Fletcher Ent inc, dba Trima c
By: J Fletcher Jill Fletcher Outdoor
Title: Vice President

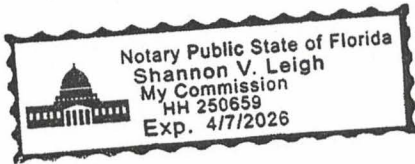
STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of June 2022, by _____ as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Shannon V. Leigh
NOTARY PUBLIC, STATE OF Florida

Name: Shannon V. Leigh
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

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

1. This sworn statement is submitted to Hills of Minneola Community Development District ("District").
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Vice President for J. Fletcher Ent Inc ~~of Jba Tramac Outdoor~~ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.

3. Proposer's business address is 414 Old Hard Rd.
Fleming Island, FL 32003

4. Proposer's Federal Employer Identification Number (FEIN) is 20-5721205

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)

5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 15 day of June, 2022.

Proposer: J. Fletcher Enterprises Inc
By: dba Trimac Outdoor
By: J. Fletcher Jill Fletcher
Title: Vice President

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of June 2022, by _____ as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Shannon V. Leigh
NOTARY PUBLIC, STATE OF Florida

Name: Shannon V. Leigh
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 15 day of June, 2022, by and between:

Hills of Minneola Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Lake County, Florida, and having offices at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

J Fletcher Ent. Inc dba Trimm Outdoor a corporation, whose address is 1579 Wild Fern Dr, Fleming Island, FL 32003 ("Contractor," and collectively with the District, "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. SCOPE OF SERVICES. The Contractor shall provide the services described in the Scope of Services attached hereto as EXHIBIT A and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as EXHIBIT D ("Work"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as EXHIBIT D is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in EXHIBIT B. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might

otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Cindy Cerbone, Daniel Rom and Mark Hills to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin July 1, 2022 and end June 30, 2023 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor _____ (\$_____) per year. Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). The District will pay the Contractor \$_____ per month for Parts 1, 2, and 4. The District will pay the Contractor the not to exceed amount for Part 3 as such services are rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The

Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

- ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, “**Indemnitees**”) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

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

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District’s satisfaction and in the District’s discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

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

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

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

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported

assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

24. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

27. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

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

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Hills of Minneola Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: District Counsel

B. If to Contractor:

J Fletcher Enterprises Inc
1579 Wild Fern Dr
Fleming Island, FL
52 32003
ATTN: Jill Fletcher

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Lake County, Florida.

32. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell, Hunt & Associates, LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT (877)276-0889, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

34. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

35. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT
DISTRICT

By: _____

- Secretary
- Assistant Secretary

By: _____

- Chairperson
- Vice Chairperson

Date: _____

ATTEST:

J Fletcher Enterprises dba
Trimac Outdoor

J Fletcher

By: _____

By: Jill Fletcher

Its: _____

Its: vice President

Date: 6/15/22

- Exhibit A: Scope of Services
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)
- Exhibit C: Other Forms
- Exhibit D: Maintenance Map
- Exhibit E: Irrigation As-Builts

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond

banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of seven to fifteen (7-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat raked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below

the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any

paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblin expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Lake County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF LAKE COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm

Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 77 zones currently run by battery-operated timers. Note: system will be hard-wired sometime in 2022).

These inspections shall include:

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes
5. Replace any batteries, as needed

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of

run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lake County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

TREE TRIMMING

Tree trimming to be done once per year. Canopy to be kept at minimum of seven (7) feet.

Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars.

PART 7

PORTER SERVICES

Contractor is responsible for the removal of all used trash bags within trash cans and replacement of trash bags located at the park during each visit.

Additionally, upon the installation of "dog-waste stations", Contractor is responsible for the removal of each respective used dog-waste bag and replacing the bag upon each visit. Upon each bag removal, Contractor is responsible to replace each with a new bag and refill extra waste bags at each station, as needed.

[END OF SECTION]

EXHIBIT "B"

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)

EXHIBIT "C"

OTHER FORMS

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

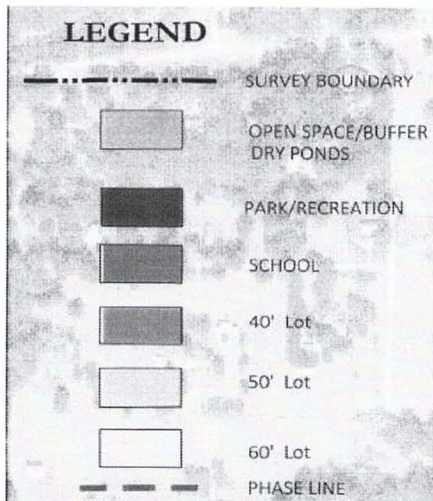
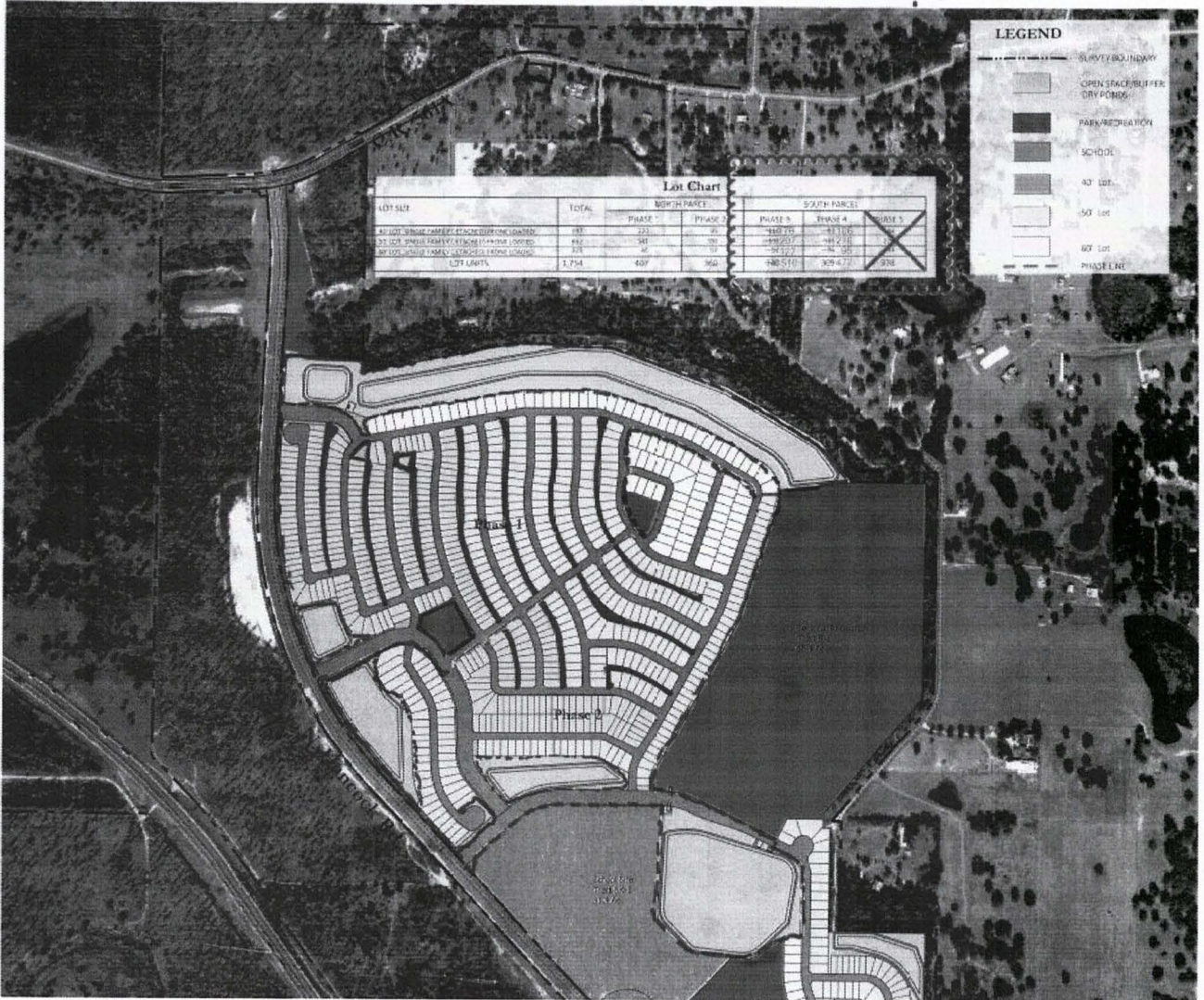
IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

EXHIBIT "D"
MAINTENANCE MAP

AREA MOWED & MAINTAINED IN Ph. 1 & 2 Ent. A.



HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

6C11



Landscape & Irrigation Maintenance Proposal

Prepared for

Hills of Minneola

Community Development District

June 2022



YELLOWSTONE
LANDSCAPE



407.814.2400 tel

2809 Forsyth Road
Winter Park, FL 32792

June 10, 2022

Daphne Gillyard
Wrathell, Hunt and Associates
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Re: Response to Proposal Hills of Minneola Community Development District Landscape & Irrigation Maintenance Services

To Ms. Gillyard and Committee,

Thank you for the opportunity to bid the landscape maintenance for the Hills of Minneola Community Development District. Our proposal has been created to address your specific needs and expectations.

Our enclosed proposal includes the following sections:

- **Required Documents:** Proposal forms included in your RFP, as well as notarized documents.
- **Personnel:** Information about our company and local offices, our management staff allocated to serving your community, and a summary of how plan we organize our service crews.
- **Experience & References:** Examples of our current projects, which are similar in scope to your needs and expectations, and references for these projects.
- **Startup Plan:** Our 30-60-90 Day Plan that outlines what our maintenance crew, irrigation team, fert/chem team, and account manager will accomplish in the first 90 days. This also includes a letter describing how we intend to accomplish all landscaping tasks outlined in your scope of work.
- **Pricing Summaries:** Completed pricing forms from your RFP.

We welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that Hills of Minneola CDD can be proud of.

Sincerely,

Kyle Nursey

Kyle Nursey
Business Development Manager
Yellowstone Landscape
tnursey@yellowstonelandscape.com
407.739.7913

REQUIRED DOCUMENTS

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF Orange

Before me, the undersigned authority, appeared the affiant, Kyle Nursey, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Development Mgr. for Yellowstone Landscape ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Hills of Minneola Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (**i.e., by no later than May 16, 2022 at 5:00 PM (EST)**), the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 10th day of June, 2022.

Proposer: Yellowstone Landscape
By: [Signature]
Title: Business Development Manager

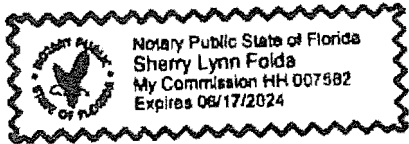
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of June, 2022, by Kyle Nursey as Business Development Mgr. of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me or produced _____ as identification.

Sherry Lynn Folda
NOTARY PUBLIC, STATE OF Florida

Name: Sherry Lynn Folda
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name Yellowstone Landscape

Street Address 2809 Forsyth Road

P. O. Box (if any) _____

City Winter Park State FL Zip Code 32792

Telephone 407.814.2400 Fax no. 407.814.6861

1st Contact Name Kyle Nursey Title Business Development Manager

2nd Contact Name Nicole Ailes Title Business Development Manager

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: Corporation
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Delaware Date 2008

Is the Proposer in good standing with that State? Yes No

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes No

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$ <u>2,000,000</u>
Automobile Liability	\$ <u>2,000,000</u>
Workers Compensation	\$ <u>1,000,000</u>
Expiration Date	<u>January 2023</u>

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Certified Arborist, in good standing
Certified Pest Control Operator, in good standing
MOT Certified, in good standing
Certified Irrigation Specialty Contractor, in good standing
Certified Best Management Practices, in good standing

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 2809 Forsyth Road

P. O. Box (if any) _____

City Winter Park State FL Zip Code 32792

Telephone 407.814.2400 Fax no. 407.814.6861

1st Contact Name Kyle Nursey Title Business Development Manager

2nd Contact Name Nicole Ailes Title Business Development Manager

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

1 Supervisors, who will be onsite 2 days per week;
2 Technical personnel, who will be onsite 2 days per month and
3-5 Laborers, who will be onsite 3 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes No If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: Michael Wilding

Position / Certifications: Operations Manager / Best Management Practices

Duties / Responsibilities: Assist Branch Manager with Maintenance Operations

% of Time to Be Dedicated to This Project: 10 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Legacy of Leesburg POA

Contact: Sherri Jackson Contact Phone: 352.365.9800

Project Type/Description: Maintenance of common areas and 996 homes

Duties / Responsibilities: Assist with daily maintenance operations

Dollar Amount of Contract: Over \$750,000.00

Proposer's Scope of Services for Project: Mowing of all turf areas, trimming/detailing of all shrubs and trees, spraying and hand pulling of weeds, trash/debris removal, fertilization and chemical treatments, irrigation inspections, quarterly flower rotations, palm pruning, and mulching.

Dates Serviced: 2015-Present

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes No For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Ridge Valley Enviromental Solutions, Inc.

Street Address 355 W Lake Marion Road

P. O. Box (if any) P.O. Box 4374

City Haines City State FL Zip Code 33845

Telephone 863.557.4659 Fax no. N/A

1st Contact Name Jeremy Knowles Title Director

2nd Contact Name Tashina Knowles Title Owner

Proposed Duties / Responsibilities: Mowing of steep slopes

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: City of Orlando

Contact: Stephen Bailiff Contact Phone: 407.246.2494

Project Type/Description: City Right of Ways

Dollar Amount of Contract: \$450,000.00

Proposer's Scope of Services for Project: Mowing of 70+ right of way sites in Orlando, trim shrubs in landscape beds, and spray herbicide in landscape beds.

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes X No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name Enviro Tree Service

Street Address 3202 Phils Lane

P. O. Box (if any) _____

City Apopka State FL Zip Code 32712

Telephone 407.574.6140 Fax no. _____

1st Contact Name Dana Mickler Title Account Manager

2nd Contact Name Josh Tankersley Title Owner

Proposed Duties / Responsibilities: Palm & Tree Pruning over 15'

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: Reunion East CDD & Reunion West CDD

Contact: Alan Scheerer Contact Phone: 407.841.5524

Project Type/Description: Community Development District Common Areas

Dollar Amount of Contract: \$700,000.00 +

Proposer's Scope of Services for Project: Mowing of all turf areas, trimming/detailing of all shrubs and trees, spraying and hand pulling of weeds in beds, trash/debris removal, fertilization and chemical treatments of all turf and plant material, irrigation inspections, quarterly flower rotations, palm pruning, and mulching of property. Subcontractor is responsible for palm pruning about 15' twice per year.

Dates Serviced: 2004-Present

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

Background checks on all managers and specialty services (irrigation/fert/chem). All salaried and hourly workers must pass a drug test upon hiring.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: Yellowstone Landscape

DATE: 6/8/22

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
	Please see attached equipment list of overall quantities of equipment		All equipment is stored at our office in Winter Park, FL
1	72" Zero-Turn Mower	2	All equipment is stored at our office in Winter Park, FL
2	60" Zero-Turn Mower	2	All equipment is stored at our office in Winter Park, FL
1	Pick-up Truck	2	All equipment is stored at our office in Winter Park, FL
1	Trailer	2	All equipment is stored at our office in Winter Park, FL
2	Hedge Trimmer	2	All equipment is stored at our office in Winter Park, FL
2	Weed-Eater	2	All equipment is stored at our office in Winter Park, FL
2	Blower	2	All equipment is stored at our office in Winter Park, FL
2	Edger	2	All equipment is stored at our office in Winter Park, FL
1	Tractor	1	Winter Haven, FL

Listing of Major Equipment



Below is a summary listing of fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, Southeast Region.

Vehicle/Equipment	Quantity
Mowers (Various Sizes)	>250
Heavy Duty Pickup Trucks	>100
Irrigation Trucks	>35
Water Tank Truck	2
Other Work Trucks	>150
Motorized Work Carts	>75
Heavy Construction Equipment (Various Caterpillar)	>30

Yellowstone Landscape- Orlando Asset List



YELLOWSTONE
LANDSCAPE

Branch	Item	Description	Acquisition Date
REUNION	M&E	100/50 Gallon Skid	2017-06-01 00:00:00.0000
REUNION	M&E	2012 Kubota Wheel Loader T3	2019-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	2017 16' Pipe Trailer	2017-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	2017 Trailer- 16' Tandem Axel Utility Trailer	2017-12-01 00:00:00.0000
REUNION	VEH&R	2018 Aluma Utility Trailer	2017-12-01 00:00:00.0000
REUNION	VEH&R	2018 Aluma Utility Trailer	2017-12-01 00:00:00.0000
REUNION	M&E	21in Pool Vacuum w/ 60 Cord	2019-01-01 00:00:00.0000
REUNION	M&E	21in Pool Vacuum w/ 60 Cord	2019-01-01 00:00:00.0000
REUNION	M&E	21in Pool Vacuum w/ 60 Cord	2018-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	289D Cat Compact Track Loader	2017-07-01 00:00:00.0000
REUNION	CPSOFT	Aquatics Database	2007-12-31 00:00:00.0000
REUNION	OFFEQP	Aspire Phones (Qty. 31) Reunion	2019-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	OFFEQP	Aspire Phones (Qty. 34) Orlando South	2019-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Billy Goat Self Propelled 27' Vaccuum	2018-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Billy Goat Self Propelled 27' Vaccuum	2018-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Billy Goat Truck Loader	2018-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Blower - Umount Vehicle Mounted w. Zturn	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Blower - Umount Vehicle Mounted w. Zturn	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Blower - Umount Vehicle Mounted w. Zturn	2021-04-01 00:00:00.0000
REUNION	M&E	Blower- B&S Zero Turn	2019-10-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Blower- B&S Zero Turn	2019-10-01 00:00:00.0000
REUNION	M&E	Blower- Kohler Buffalo Turbine	2005-01-01 00:00:00.0000

Yellowstone Landscape- Orlando Asset List



YELLOWSTONE
LANDSCAPE

ORLANDO SOUTH (KISSIMMEE)	M&E	Blower- Trimmer- and Edger	2019-03-01 00:00:00.0000
REUNION	M&E	Blower- Trimmer- and Edger	2019-03-01 00:00:00.0000
REUNION	M&E	Carryall Turf 2- 2010	2014-05-01 00:00:00.0000
REUNION	M&E	Carryall Turf 2- 2010	2014-05-01 00:00:00.0000
REUNION	M&E	Chemical Storage Unit	2008-06-01 00:00:00.0000
REUNION	OFFEQP	Computer	2013-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	OFFEQP	Computer- Alvarez	2018-02-01 00:00:00.0000
REUNION	OFFEQP	Computer- Thinkpad Edge	2012-02-29 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	OFFEQP	Computers- 2 Levono Ideapad	2013-02-01 00:00:00.0000
REUNION	OFFEQP	Copier- Xerox	2012-04-01 00:00:00.0000
REUNION	F&F	Furniture and Fixtures:RE	2005-08-01 00:00:00.0000
REUNION	F&F	Furniture and Fixtures:RE	2006-04-01 00:00:00.0000
REUNION	F&F	Furniture and Fixtures:RE	2007-12-31 00:00:00.0000
REUNION	F&F	Furniture Palm Beach	2012-01-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	GPS #1500	2018-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	GPS #1501	2018-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	GPS #1502	2018-07-01 00:00:00.0000
REUNION	VEH&R	Graphics for Truck #1476	2017-11-01 00:00:00.0000
REUNION	M&E	GT Promaxx Sprayer Machine	2017-04-01 00:00:00.0000
REUNION	M&E	Jet 2 Ton Trolley	2017-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota	2015-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota	2015-04-01 00:00:00.0000
REUNION	M&E	Kubota	2015-04-01 00:00:00.0000

Yellowstone Landscape- Orlando Asset List



YELLOWSTONE
LANDSCAPE

ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota- 2012 RTV1140	2019-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota- 2013 RTV 1140	2013-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota- 2013 RTV 1140	2013-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota- 2013 RTV 1140	2013-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota- 2013 RTV 1140	2013-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota- 2013 RTV 1140	2013-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota- 2013 RTV 1140	2013-03-01 00:00:00.0000
REUNION	M&E	Kubota RTV	2018-03-01 00:00:00.0000
REUNION	M&E	Kubota RTV	2018-03-01 00:00:00.0000
REUNION	M&E	Kubota RTV	2018-03-01 00:00:00.0000
REUNION	M&E	Kubota RTV1140CPX	2015-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota- RTV1140CPX-H	2014-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota- RTV1140CPX-H	2014-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota- RTV1140CPX-H	2014-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Kubota- RTV1140CPX-H	2014-05-01 00:00:00.0000
REUNION	M&E	Kubota Tractor MX5800HST	2019-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	OFFEQP	Laptop (1) - Nicole Huynh	2020-01-01 00:00:00.0000
REUNION	LHI	Lease Improve- 6' Chainlink Fence	2011-11-01 00:00:00.0000
REUNION	M&E	Mower- 2002 Greenmaster 1600	2013-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- 21in Exmark	2019-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- 21in Exmark	2019-11-01 00:00:00.0000
REUNION	M&E	Mower- 30in Exmark	2019-11-01 00:00:00.0000
REUNION	M&E	Mower- 30in Exmark	2019-11-01 00:00:00.0000

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ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark 60in	2019-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark 72"	2020-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark 72"	2020-07-01 00:00:00.0000
REUNION	M&E	Mower- Exmark 72" Lazer Z	2021-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark 72" Lazer Z	2021-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark 72" Lazer Z	2021-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark 72" Lazer Z	2021-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark 72" Lazer Z w/ OCD Foot	2021-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark 72" Lazer Z w/ OCD Foot	2021-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark Lazer S 60in	2015-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark Lazer S 72in	2017-04-01 00:00:00.0000
REUNION	M&E	Mower- Exmark Lazer S 72in	2016-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark Push	2015-11-01 00:00:00.0000
REUNION	M&E	Mower- Exmark Staris 52in 23.5 HP	2019-08-01 00:00:00.0000
REUNION	M&E	Mower- Exmark Staris 52in 23.5 HP	2019-08-01 00:00:00.0000
REUNION	M&E	Mower- Exmark Staris 60in 23.5 HP	2019-08-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark Turf Track (C)	2012-01-31 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark- Vantage 52'	2017-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark- Vantage 52'	2017-12-01 00:00:00.0000
REUNION	M&E	Mower- Exmark Vantage 52in	2016-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark Vantage 60in	2016-07-01 00:00:00.0000
REUNION	M&E	Mower- Exmark Vantage S 52in	2016-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark Vantage S 52in	2016-05-01 00:00:00.0000

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ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark Vantage S 52in	2016-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Exmark Vantage S 52in	2016-05-01 00:00:00.0000
REUNION	M&E	Mower- Exmark Vantage S 52in	2016-05-01 00:00:00.0000
REUNION	M&E	Mower- Flex	2006-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Gravely Pro Master 272	2011-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Gravely Pro Master 272H	2011-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Gravely Pro Master 272H	2011-08-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Gravely Pro Stance	2013-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Gravely Pro Stance	2013-03-01 00:00:00.0000
REUNION	M&E	Mower- Gravely Pro Stance 34in	2011-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Gravely Pro Stance 34in	2011-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Gravely Pro Turn 252	2011-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Gravely Pro Turn 472	2012-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Lazer 24in	2017-10-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Lazer S 72in	2015-05-01 00:00:00.0000
REUNION	M&E	Mower- Toro 60in	2015-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Grandstand 52"	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Grandstand 52"	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Grandstand 52"	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Grandstand 52"	2021-04-01 00:00:00.0000
REUNION	M&E	Mower- Toro Grandstand 52" 22 hp	2021-02-01 00:00:00.0000
REUNION	M&E	Mower- Toro Grandstand 52" 22 hp	2021-02-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Grandstand 52" 22hp	2021-02-01 00:00:00.0000

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ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Grandstand 52" 22hp	2021-02-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Grandstand 52in	2015-09-01 00:00:00.0000
REUNION	M&E	Mower- Toro Grandstand 60"	2021-03-01 00:00:00.0000
REUNION	M&E	Mower- Toro Grandstand 60"	2021-03-01 00:00:00.0000
REUNION	M&E	Mower- Toro Grandstand 60"	2021-03-01 00:00:00.0000
REUNION	M&E	Mower- Toro Grandstand 60"	2021-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Grandstand 60"	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Grandstand 60"	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Grandstand 60"	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Grandstand 60"	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Toro Turbo Force 40in	2015-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Turf Tracer 36in	2018-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Turf Tracer 36in	2018-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Turf Tracer 36in	2018-03-01 00:00:00.0000
REUNION	M&E	Mower- Vantage 24in	2017-10-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Vantage 48in	2018-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Vantage 52in	2017-04-01 00:00:00.0000
REUNION	M&E	Mower- Vantage 52in	2017-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Vantage 52in	2017-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Vantage 52in	2015-10-01 00:00:00.0000
REUNION	M&E	Mower- Vantage 52in	2015-10-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Vantage 52in	2015-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Vantage 52in	2015-05-01 00:00:00.0000

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ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Vantage 60in	2018-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mower- Vantage 84in	2017-10-01 00:00:00.0000
REUNION	M&E	Mower- Vantage S Series 72in	2016-08-01 00:00:00.0000
REUNION	M&E	Mule- Kawasaki	2007-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Mule- Kawasaki	2005-11-01 00:00:00.0000
REUNION	M&E	Mule- Kawasaki	2005-08-01 00:00:00.0000
REUNION	M&E	Mule- Kawasaki	2008-01-01 00:00:00.0000
REUNION	M&E	Mule- Kawasaki (2)	2006-09-01 00:00:00.0000
REUNION	M&E	Mule- Kawasaki- 2007	2007-09-01 00:00:00.0000
REUNION	M&E	Mule- Kawasaki 4010	2019-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	LHI	OS Electrical & Concrete	2017-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	LHI	OS New Office Renovation	2016-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	LHI	OS Security set-up	2017-01-01 00:00:00.0000
REUNION	M&E	Pool Vacuum	2018-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Roughneck 2 Ton Chain	2017-12-01 00:00:00.0000
REUNION	M&E	RTV - Rebuild Engine	2021-06-01 00:00:00.0000
REUNION	M&E	RTV- X1140W-H	2016-06-01 00:00:00.0000
REUNION	M&E	RTV- X1140W-H	2016-06-01 00:00:00.0000
REUNION	M&E	RTV- X1140W-H Kubota	2016-06-01 00:00:00.0000
REUNION	M&E	RTV-x1140W-H	2017-04-01 00:00:00.0000
REUNION	M&E	RTV-x1140W-H	2017-04-01 00:00:00.0000
REUNION	M&E	RTV-x1140W-H	2017-04-01 00:00:00.0000
REUNION	F&F	Scotsman Ice Machine C0330MA	2009-07-01 00:00:00.0000

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REUNION	M&E	Sm Equipment- 2 cycle	2017-04-01 00:00:00.0000
REUNION	M&E	Sm Equipment- 2 cycle	2016-06-01 00:00:00.0000
REUNION	M&E	Sm Equipment- 2 cycle	2016-08-01 00:00:00.0000
REUNION	M&E	Sm Equipment- 2 cycle	2016-04-01 00:00:00.0000
REUNION	M&E	Sm Equipment- 2 cycle	2016-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	SM Equipment- 2 Cycle	2017-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Sm Equipment- 2 cycle	2017-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Sm Equipment- 2 cycle	2017-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Sm Equipment- 2 cycle	2017-01-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Sm Equipment- 2 cycle	2016-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Sm Equipment- 2 cycle	2016-10-01 00:00:00.0000
REUNION	M&E	Sm Equipment- 2 cycle	2016-04-01 00:00:00.0000
REUNION	M&E	Sm Equipment- 2 cycle	2015-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Sm Equipment- 2 cycle	2016-10-01 00:00:00.0000
REUNION	M&E	Sm Equipment- 2 cycle	2016-01-01 00:00:00.0000
REUNION	M&E	Sm Equipment- 2 cycle	2015-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Sm Equipment- 2 cycle	2016-09-01 00:00:00.0000
REUNION	M&E	Sm Equipment- 2 cycle	2016-08-01 00:00:00.0000
REUNION	M&E	Sm Equipment- 2 cycle	2016-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Sm Equipment- 2 cycle	2016-06-01 00:00:00.0000
REUNION	M&E	Sm Equipment- 2 cycle	2016-09-01 00:00:00.0000
REUNION	M&E	Sm Equipment- Vortex Spreader	2016-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2021-04-01 00:00:00.0000

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REUNION	M&E	Small Equipment- 2 Cycle	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2021-08-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2017-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2019-08-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2018-06-01 00:00:00.0000
REUNION	M&E	Small Equipment- 2 Cycle	2018-06-01 00:00:00.0000
REUNION	M&E	Small Equipment- 2 Cycle	2021-02-01 00:00:00.0000
REUNION	M&E	Small Equipment- 2 Cycle	2020-09-01 00:00:00.0000
REUNION	M&E	Small Equipment- 2 Cycle	2019-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2020-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2021-01-01 00:00:00.0000
REUNION	M&E	Small Equipment- 2 Cycle	2021-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2019-09-01 00:00:00.0000
REUNION	M&E	Small Equipment- 2 Cycle	2017-06-01 00:00:00.0000
REUNION	M&E	Small Equipment- 2 Cycle	2017-10-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2018-04-01 00:00:00.0000
REUNION	M&E	Small Equipment- 2 Cycle	2017-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2017-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2017-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2017-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle	2017-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Small Equipment- 2 Cycle-ORLS	2019-08-20 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Spray Boom 12'	2013-05-01 00:00:00.0000

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REUNION	M&E	Sprayer- Exmark Z Max Z-Spray 60 Gallon	2021-02-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Sprayer- Junior Z-Spray	2014-03-01 00:00:00.0000
REUNION	M&E	Sprayer, Toro MP5800D 2013 Used Diesel	2020-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Spreader/Sprayer	2018-10-01 00:00:00.0000
REUNION	M&E	Steel Gantry Crane	2017-07-01 00:00:00.0000
REUNION	M&E	Storage Container	2006-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Toro Groundmaster	2018-01-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2014 Open Utility UT508SA	2013-07-01 00:00:00.0000
REUNION	VEH&R	Trailer- 2004 Emerson 16'4	2004-08-01 00:00:00.0000
REUNION	VEH&R	Trailer- 2005 Emerson 5x10 Elite	2005-08-01 00:00:00.0000
REUNION	VEH&R	Trailer- 2007 Emerson	2006-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2013 Open Utility	2013-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2014 All Pro Utility 5 x 8- Single Axle	2013-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2014 All ProUtility 7x12	2014-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2014 Utility 5 x 8	2013-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2015 5x10 Open Utility	2015-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2015 Big Tex	2015-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2015 Big Tex Utility	2015-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2015 Big Tex Utility	2015-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2015 Big Tex Utility	2015-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2015 Open Utility	2015-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2015 Triple Crown 6x16	2015-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2016 Big Tex Open Utility	2016-04-01 00:00:00.0000

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ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2016 Big Tex Utility	2016-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2017 Anderson LST616	2017-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2017 Gatortail 7x20 Landscape	2016-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2017 Gatortail 8x24 Deckover	2016-12-01 00:00:00.0000
REUNION	VEH&R	Trailer 2017 Roru 82inx20 Open	2017-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2017 Utility	2017-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2017- Utility	2017-11-01 00:00:00.0000
REUNION	VEH&R	Trailer- 2018 35SA-10EX2	2018-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2018 50LA-16	2018-04-01 00:00:00.0000
REUNION	VEH&R	Trailer- 2018 6x12 LM61235	2018-10-01 00:00:00.0000
REUNION	VEH&R	Trailer- 2019 Aluma 4x6	2019-03-01 00:00:00.0000
REUNION	VEH&R	Trailer- 2019 Aluma 4x6	2019-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2019 Big Tex SD 70PI-16X	2019-07-16 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2019 Big Tex Utility	2019-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2019 Big Tex Utility	2019-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2021 GPS GTT6167K	2021-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2021 GPS GTT6167K	2021-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2021 GPS GTT71610K	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- 2021 GPS GTT71610K	2021-04-01 00:00:00.0000
REUNION	VEH&R	Trailer- 7 x 20 2005 Anderson	2004-11-01 00:00:00.0000
REUNION	VEH&R	Trailer- Anderson- 7x20 6-ton Landscape 2005	2005-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- Big Tex- Small Reunion	2017-12-01 00:00:00.0000
REUNION	VEH&R	Trailer- Big Tex- Small Reunion	2017-12-01 00:00:00.0000

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REUNION	VEH&R	Trailer- single axel	2011-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- Tag	2019-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer- Tag	2019-06-01 00:00:00.0000
REUNION	VEH&R	Trailer- Tag	2019-06-01 00:00:00.0000
REUNION	VEH&R	Trailer- Tag	2019-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Trailer Tag Renewal	2018-05-01 00:00:00.0000
REUNION	VEH&R	Trailer Tags	2018-05-01 00:00:00.0000
REUNION	VEH&R	Truck- 2011 F250 Crew Cab #1147	2011-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2011 Ford Transit Connect #1150	2011-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2012 Ford F550 #1320	2015-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2012 Isuzu NPR HD Neelco Spray #1248	2012-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2012 Isuzu NPREFI 18' Open Landscape #1154	2011-07-01 00:00:00.0000
REUNION	VEH&R	Truck- 2012 Isuzu NPREFI 18in Landscape Body #1151	2011-06-01 00:00:00.0000
REUNION	VEH&R	Truck- 2013 Isuzu NPR HD Crew Cab #1255	2013-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2014 Ford F 150 #1406	2015-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2015 F-350 #1533	2018-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2015 Ford F250 #1300	2014-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2015 Ford F250 #1321	2015-04-01 00:00:00.0000
REUNION	VEH&R	Truck- 2015 Ford F250 #1322	2015-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2015 Ford F250 #1368	2015-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2015 Ford F250 #1697	2014-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2015 Ford F350 #1408	2015-09-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2016 Chevy Silverado #1441	2016-10-01 00:00:00.0000

Yellowstone Landscape- Orlando Asset List



YELLOWSTONE
LANDSCAPE

ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2016 Chevy Silverado #1446	2016-10-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2016 Ford F250 #1417	2016-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2016 Ford F250 #1418	2016-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2016 Isuzu Npr 34	2021-03-31 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2017 Chevy #1502	2018-04-01 00:00:00.0000
REUNION	VEH&R	Truck- 2017 Chevy Silverado	2017-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2017 Chevy Silverado	2017-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2017 Chevy Siverado 2500HD Crew #1477	2017-12-01 00:00:00.0000
REUNION	VEH&R	Truck- 2017 ChevyCrewCab #1476	2017-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2017 Ford F-5250 #1480	2017-10-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2017 Ford F-5250 #1481	2017-10-01 00:00:00.0000
REUNION	VEH&R	Truck- 2018 Chevy #1510	2018-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2018 Chevy 4500 #1500	2018-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2018 Chevy 4500 #1501	2018-04-01 00:00:00.0000
REUNION	VEH&R	Truck- 2018 Chevy Silverado 1500#1607	2019-04-01 00:00:00.0000
REUNION	VEH&R	Truck- 2018 Ford Transit #1489	2018-03-01 00:00:00.0000
REUNION	VEH&R	Truck- 2019 Chevy 1500 Crew LWB #1591	2019-02-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2019 Chevy 1500 Crew LWB #1592	2019-02-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2019 Chevy 1500 Crew LWB #1593	2019-02-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2019 Chevy Silverado 1500#1631	2019-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2019 Ford Transit Van #1626	2019-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2020 Chevy 1500 Silverado Crew-Cab 2WD SWB #1744	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2020 Chevy 4500 LCF Gas #1709	2021-02-01 00:00:00.0000

Yellowstone Landscape- Orlando Asset List



YELLOWSTONE
LANDSCAPE

ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2020 Chevy Malibu #1646	2019-11-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2020 Chevy Malibu #2156	2021-01-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2021 Chevy 2500 HD #1719	2021-03-01 00:00:00.0000
REUNION	VEH&R	Truck- 2021 Chevy Colorado #1727	2021-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2021 Chevy Express Irrigation Van #1718	2021-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2021 Chevy Silverado 2500 4DR 2WD Crew Cab #1730	2021-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2021 Chevy Silverado 2500 HD #1717	2021-03-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- 2021 Chevy Silverado Crew	2021-08-01 00:00:00.0000
REUNION	VEH&R	Truck- Ford F150 Pickup- 2006 #1094	2006-05-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck Graphics #1500	2018-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck Graphics #1501	2018-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck Graphics #1502	2018-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck- Isuzu SLT 2010 Open Landscape #1146	2010-08-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck, 2020 Chevy Malibu LS #1657	2020-02-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	VEH&R	Truck, 2020 Chevy Silverado 1500 #1656	2020-02-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	UTV- John Deere Gator	2021-04-01 00:00:00.0000
REUNION	M&E	UTV- John Deere Gator 615E	2021-06-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	UTV- John Deere Gator HPX615E	2021-10-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	UTV- John Deere Gator HPX615E	2021-10-01 00:00:00.0000
REUNION	M&E	UTV Trail Wagon 4x2	2017-05-01 00:00:00.0000
REUNION	M&E	UTV Trail Wagon 4x2	2017-05-01 00:00:00.0000
REUNION	VEH&R	Vehicle- skid mount pwr spray	2011-12-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Vermeer RTX250 Track Trencher	2016-12-01 00:00:00.0000

Yellowstone Landscape- Orlando Asset List



REUNION	M&E	Vortex TR Granular Fertilizer	2008-07-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Workman- Toro 3200	2007-04-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Z Sprayer, 52" 30 Gal. Tank	2020-02-01 00:00:00.0000
ORLANDO SOUTH (KISSIMMEE)	M&E	Z Sprayer, 52" 30 Gal. Tank w. High Volume Pump	2020-02-01 00:00:00.0000

**PROPOSAL FORM
PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously? Yes X No
____ If yes, please provide the following information for each project (attach additional sheets if
necessary):*

Project Name/Location: Reunion East & Reunion West CDDa
Contact: Alan Scheerer Contact Phone: (407) 841-5524
Project Type/Description: Community Development District
Dollar Amount of Contract: \$700,000+
Scope of Services for Project: Mowing of all turf areas, trimming/detailing of all shrubs and
trees, spraying and hand pulling of weeds in beds, trash/debris removal, fertilization and
chemical treatments of all turf and plant material, irrigation inspections, quarterly flower
rotations, palm pruning, and mulching of property.
Dates Serviced: 2004- current

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for
each of the last three (3) years starting with the latest year and ending with the most current year:*

2020 = 19,000,000
2019 = 15,000,000
2018 = 16,000,000

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project Name/Location: Randal Park CDD

Contact: Alan Scheerer Contact Phone: 407.841.5524

Project Type/Description: Community Development District Common Areas

Dollar Amount of Contract: \$250,000.00 +

How was the project similar to this project? Similar scope of work, mowing and shrub bed trimming requirements. It is also a community development district that has similar roadway pruning, and pruning of property.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing of all turf areas, trimming/detailing of all shrubs and trees, spraying and hand pulling of weeds in beds, trash/debris removal, fertilization and chemical treatments of all turf and plant material, irrigation inspections, quarterly flower rotations, palm pruning, and mulching of property.

List of equipment used on site: 2 mowers, 2 edgers, 2 weed-eaters, 2 blowers, 2 hedge trimmers, 1 truck, and 1 trailer

List of subcontractors used: Enviro Tree Services for palm pruning over 15' and Mulch Inc. for mulch installation.

Is this a current contract? Yes No

Duration of contract: 2015-current

- (Information regarding similar projects – continued)

Project Name/Location: Solterra CDD , Davenport, FL

Contact: Larry Krause Contact Phone: (321) 263-0132

Project Type/Description: Community Development District

Dollar Amount of Contract: \$150,000+

How was the project similar to this project? Similar to scope of work, mowing and shrub bed trimming requirements. It is also a community development district that has similar roadway and pond mowing.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing of all turf areas, trimming/detailing of all shrubs and trees, spraying and hand pulling of weeds in beds, trash/debris removal, fertilization and chemical treatments of all turf and plant material, irrigation inspections, quarterly flower rotations, palm pruning, and mulching of property.

List of equipment used on site: 2 mowers, 2 edgers, 2 weed-eaters, 2 hedge -trimmers, 2 blowers, 1 truck, and 1 trailer.

List of subcontractors used: Enviro Tree Services for palm pruning over 15' and Mulch Inc. for mulch installation

Is this a current contract? Yes No

Duration of contract: 2017- current

- *(Information regarding similar projects – continued)*

Project Name/Location: Westside CDD , Kissimmee, FL

Contact: Andy Hatton Contact Phone: (407) 841-5524

Project Type/Description: Community Development District

Dollar Amount of Contract: \$175,000+

How was the project similar to this project? Similar to scope of work, mowing and shrub bed trimming requirements. It is also a community development district that has similar roadway and pond mowing.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing of all turf areas, trimming/detailing of all shrubs and trees, spraying and hand pulling of weeds in beds, trash/debris removal, fertilization and chemical treatments of all turf and plant material, irrigation inspections, quarterly flower rotations, palm pruning, and mulching of property.

List of equipment used on site: 2 mowers, 2 edgers, 2 weed-eaters, 2 hedge -trimmers, 2 blowers, 1 truck, and 1 trailer.

List of subcontractors used: Enviro Tree Services for palm pruning over 15' and Mulch Inc. for mulch installation

Is this a current contract? Yes No

Duration of contract: 2015- current

- *(Information regarding similar projects – continued)*

Project Name/Location: Lake Aston CDD Lake Wales, FL

Contact: Christine Wells Contact Phone: (863) 324-5457

Project Type/Description: Community Development District

Dollar Amount of Contract: \$140,000+

How was the project similar to this project? Similar to scope of work, mowing and shrub bed trimming requirements. It is also a community development district that has similar roadway and pond mowing.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mowing of all turf areas, trimming/detailing of all shrubs and trees, spraying and hand pulling of weeds in beds, trash/debris removal, fertilization and chemical treatments of all turf and plant material, irrigation inspections, quarterly flower rotations, palm pruning, and mulching of property.

List of equipment used on site: 2 mowers, 2 edgers, 2 weed-eaters, 2 hedge-trimmers, 2 blowers, 1 truck, and 1 trailer.

List of subcontractors used: Enviro Tree Services for palm pruning over 15' and Mulch Inc. for mulch installation

Is this a current contract? Yes No

Duration of contract: 2011- current

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes X No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Brighton Park

Contact: Derek Lovett Contact Phone: 407.215.6269

Project Type/Description: HOA and Townhomes

Dollar Amount of Contract: \$60,000.00

Scope of Services for Project: Similar scope of work, mowing and shrub bed trimming requirements.

Dates Serviced: 2017-2018

Reason for Termination: Switched from developer controlled to HOA controlled board, and they wanted to find their own landscaper.

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No X*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? .91 _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes X No ___

If yes, please describe each incident In 2019, an employee in our Port St. Lucie location
was struck by a car while working on the roadside. He completed rehabilitation and has
returned to work on limited duty.

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?
Yes ___ No X If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

Not Applicable

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

Not Applicable

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

Please see the attached form for specific litigations within the last 5 years. All have been
resolved.

Litigation



The listing below represents all settled and current litigation to which the company has been a party in the past five (5) years:

Case	Settled Date	Nature of Litigation
Yellowstone Landscape – Central, Inc. v. MMDC, LLC	2021	Collections and Contract Dispute
R.L. Ford v. BIO Landscape & Maintenance, Inc.	January 2015	Lease Contract Dispute
Austin Outdoor, LLC v. Former Employee	March 2014	Violation of Confidentiality and Non-Solicitation Agreement Compliance
Austin Outdoor, LLC v. Radco Property Management	June 2017	Contract Dispute
Austin Outdoor, LLC v. Former Employee	September 2017	Violation of Non-Solicitation Agreement Compliance

*Prior to 2015, Yellowstone Landscape operated under the trade names Austin Outdoor and BIO Landscape and Maintenance, and retains the rights to those names as dba entities today.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Hills of Minneola Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Development Mgr. for Yellowstone Landscape ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 2809 Forsyth Road, Winter Park, FL 32792

4. Proposer's Federal Employer Identification Number (FEIN) is 20-2993503

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

 There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

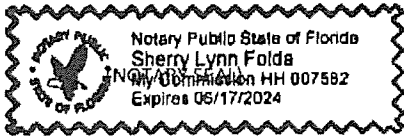
Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 10th day of June, 2022.

Proposer: Yellowstone Landscape
By: [Signature]
Title: Business Development Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of June, 2022, by Kyle Nursey as Business Development Manager of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me or produced _____ as identification.



Sherry Lynn Folda
NOTARY PUBLIC, STATE OF Florida

Name: Sherry Lynn Folda
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

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

1. This sworn statement is submitted to Hills of Minneola Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Development Mgr. for Yellowstone Landscape (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is 2809 Forsyth Road, Winter Park, FL 32797

4. Proposer’s Federal Employer Identification Number (FEIN) is 20-2993503

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

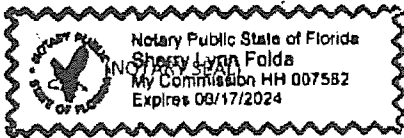
Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 10th day of June, 2022.

Proposer: Yellowstone Landscape
By: [Signature]
Title: Business Development Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of June, 2022, by Kyle Nursey as Business Development Mgr. of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me or produced _____ as identification.



Sherry Lynn Folds
NOTARY PUBLIC, STATE OF Florida

Name: Sherry Lynn Folds
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



386.437.6211 tel
386.437.5143 fax

3235 North State Street
PO Box 849
Bunnell, FL 32110

www.yellowstonelandscape.com

June 10, 2022

Hills of Minneola CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: Landscape and Irrigation Maintenance Services Request for Proposals

Dear Sir/Madam:

I, Chris Adornetti, a Secretary in the Yellowstone Landscape corporation, authorize Kyle Nursey to negotiate on our firm's behalf on all services and agreements related to the listed as "Landscape and Irrigation Maintenance Services Request for Proposals".

Sincerely,

Chris Adornetti

Secretary

Yellowstone Landscape

PERSONNEL

OFFICERS

PROPOSER: Yellowstone Landscape

DATE: 6/8/2022

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Tim Portland	Chief Executive Officer	Oversees Key Officers and Operations	Charlotte, NC
Harry Lamberton	President	Oversees Key Officers and Operations	Houston, TX
Chris Adornetti	VP of Accounting	Oversees Financial Operations	Bunnell, FL
Elise Johnson	VP of Human Resources	Oversees Human Resources	Bunnell, FL
Jim Herth	VP of Business Development	Oversees New Sales and Acquisitions	Bunnell, FL
Brian Wester	Regional VP	Oversees SE FL Maintenance Operations	Ocala, FL
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: Yellowstone Landscape

DATE: 6/8/22

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Josh Cochran	Branch Manager	Oversees Branch Operations	Winter Park, FL	5% / 1 Day	4 Years	20+ Years
Peter Skwyr	Branch Manager	Oversees Branch Operations	Apopka, FL	5% / 1 Day	1 Year	20+ Years
Jason Costales	Irrigation Manager	Oversees Irrigation Technicians	Winter Park, FL	5% / 1 Day	1 Year	20+ Years
David Boldman	Account Manager	Client Communication & Oversees Crews	Winter Park, FL	25% / 2 Days	7 Years	20+ Years

Principal Officers



YELLOWSTONE
LANDSCAPE

Our Leadership Team is committed to making Yellowstone Landscape the premier commercial landscape service company in the United States. We bring that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.



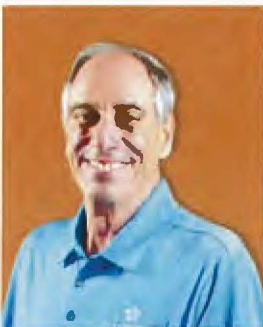
Tim Portland has served as *Chief Executive Officer* of Yellowstone Landscape since 2012. Prior to joining Yellowstone, Mr. Portland was the CEO of United Subcontractors, one of largest installers of insulation and other building products in the country. Over his ten year career at Scotts Miracle-Gro, he led several lines of Scotts' businesses. For five years before joining Scotts, Mr. Portland was a management consultant with McKinsey and Company. He has an MBA from the University of Virginia's Darden Business School, and an undergraduate degree from Dartmouth College.



Harry Lamberton joined Yellowstone in 2022 as *President* to drive continuous improvement in Yellowstone's growth, quality, and safety applying expertise gained from over 20 years of leading environmental and sustainability businesses at Waste Management. His track record includes driving profitable growth in multiple operational assignments - including branch-based businesses, launching new and expanding existing business lines. Harry earned a BA from the University of New Hampshire and an MBA from the Goizueta School of Business at Emory University.



Elise Johnson has been Yellowstone Landscape's *Vice President of Human Resources* since joining the company in 2010. She earned her bachelor's degree from Dickinson College, before completing a Master's Program at Rutgers, The State University of New Jersey. Before joining Yellowstone, Ms. Johnson held similar positions at investment firms in New York and New Jersey. As Vice President of Human Resources, Ms. Johnson and her staff's responsibilities include recruiting, employee retention, training, and compliance.



James Herth is Yellowstone Landscape's *Vice President of Business Development*, a position he accepted in 2014, after joining the company in 2011 as Branch Manager in the Jacksonville branch location. Mr. Herth is responsible for the growth and development of the company, overseeing the Business Development team. A twenty-year industry veteran, Mr. Herth is a licensed Arborist and holds a bachelor's degree from Siena Heights University.

Statement of Corporate Stability



Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established over a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 4000 clients from 30 local branch operations facilities across 8 states in the South and Southwest. In 2019 Yellowstone's growth reached a level that made us the largest, privately-owned landscape service company in North America.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded \$230,000,000 in 2018. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of \$20 million, with bonding capacity up to \$40 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information:

Kyle Blummer
Antares Capital, L.P.
Chicago, IL 60661
P: 312-638-4042

Kyle Nursey

6/10/2022

Brian Wester, *Regional Vice President*



	<p>As the Regional Vice President of Yellowstone Landscape, Brian is responsible for overseeing the region's daily operations. Having played a key role in establishing the Central Florida district of the company, he previously managed the district from 2004 until 2010, when he assumed his present role leading the Southern region.</p>
Education	<p><i>University of Florida</i>, Gainesville, FL Master of Business Administration</p> <p><i>University of Phoenix</i>, Phoenix, AZ Bachelor of Science, Business and Finance Major</p> <p><i>Lake City Community College</i>, Lake City, FL Associate of Science, Golf Course Operations</p>
Relevant Experience	<p><i>Regional Vice President</i>, Yellowstone Landscape – Jacksonville FL 2011 - present Responsible for all landscape operations within the Yellowstone Landscape Southern region, including Florida, Georgia, and South Carolina. Oversees all branch operations and employees, builds operational strategies that improve company-wide quality, and manages operations training and leads continuous improvement efforts.</p> <p><i>District Manager</i>, Austin Outdoor, LLC – Orlando, FL 2003-2010 Responsible for landscape construction and maintenance operations, worked with all plans, blueprints, and specifications for each project, hired and coordinated construction crews, balanced the workload and materials for each project, maintained up-to-date roster of all personnel and job activities, identified equipment and resources needed for each project, assured preventative maintenance on all equipment, conducted regular inspections of in-progress projects, and identified training needed for personnel.</p>

Josh Cochran, *Branch Manager*



	<p>As the branch manager of our Orlando-North branch, Josh is responsible for overseeing the location’s current and upcoming projects. He coordinates operations, which includes personnel, equipment, safety regulations, plant material and other resources. He works with each project to maintain the highest quality projects and services.</p> <p>Josh brings several years of green industry experience to the Orlando-North location of Yellowstone Landscape.</p>
<p>Education</p>	<p><i>Seminole State College</i>, Sanford, FL Associate of Science, Drafting and Design, CAD Specialization</p>
<p>Relevant Experience</p>	<p><i>Branch Manager</i>, Yellowstone Landscape – Orlando, FL 2019 - present Responsible for landscape maintenance and installation operations, works with all plans and specifications for each project and has extensive knowledge of the budget and service expectations, hires and coordinates landscape management crews, balances the workload and materials needed for each project, maintains up-to-date roster of all personnel and job activities, identifies equipment and resources needed for each project, assures that preventive maintenance is performed on all equipment, and conducts regular inspections of in-progress projects.</p> <p><i>Operations Manager</i>, Yellowstone Landscape– Orlando, FL 2015-2017 Responsible for landscape maintenance and installation operations, scheduled crews routes for entire branch, interviewed and hired all employees, worked with mechanic to ensure all equipment remained in servable and working manner, identified training needed for personnel, and worked with Safety team to ensure all safety guidelines and standards were being followed.</p> <p><i>Senior Account Manager</i>, Yellowstone Landscape- Orlando, FL 2017-2018 Arranges, schedules, and directs daily landscape services, ensures peak efficiency of each project, ensures delivery of high-quality projects and services to clients, establishes long-term relationships with clients, identifies opportunities to enhance client properties, conducts field-safety training and encourages safety procedures, conducts ongoing operation training, and maintains regular</p>

Josh Cochran, *Branch Manager*



communications with clients.

Route Manager, TruGreen– Orlando, FL

2009-2014

Applied fertilization, herbicide, insecticide, and fungicide on all properties in accordance with the State of Florida Department of Agriculture and Florida Best Management Practices standards ,gained extensive knowledge of how plants and turf grasses grow and what they need in order to thrive in the Central Florida climate.

Operations Manager, Kelli Green Landscape– Casselberry, FL

2005-2009

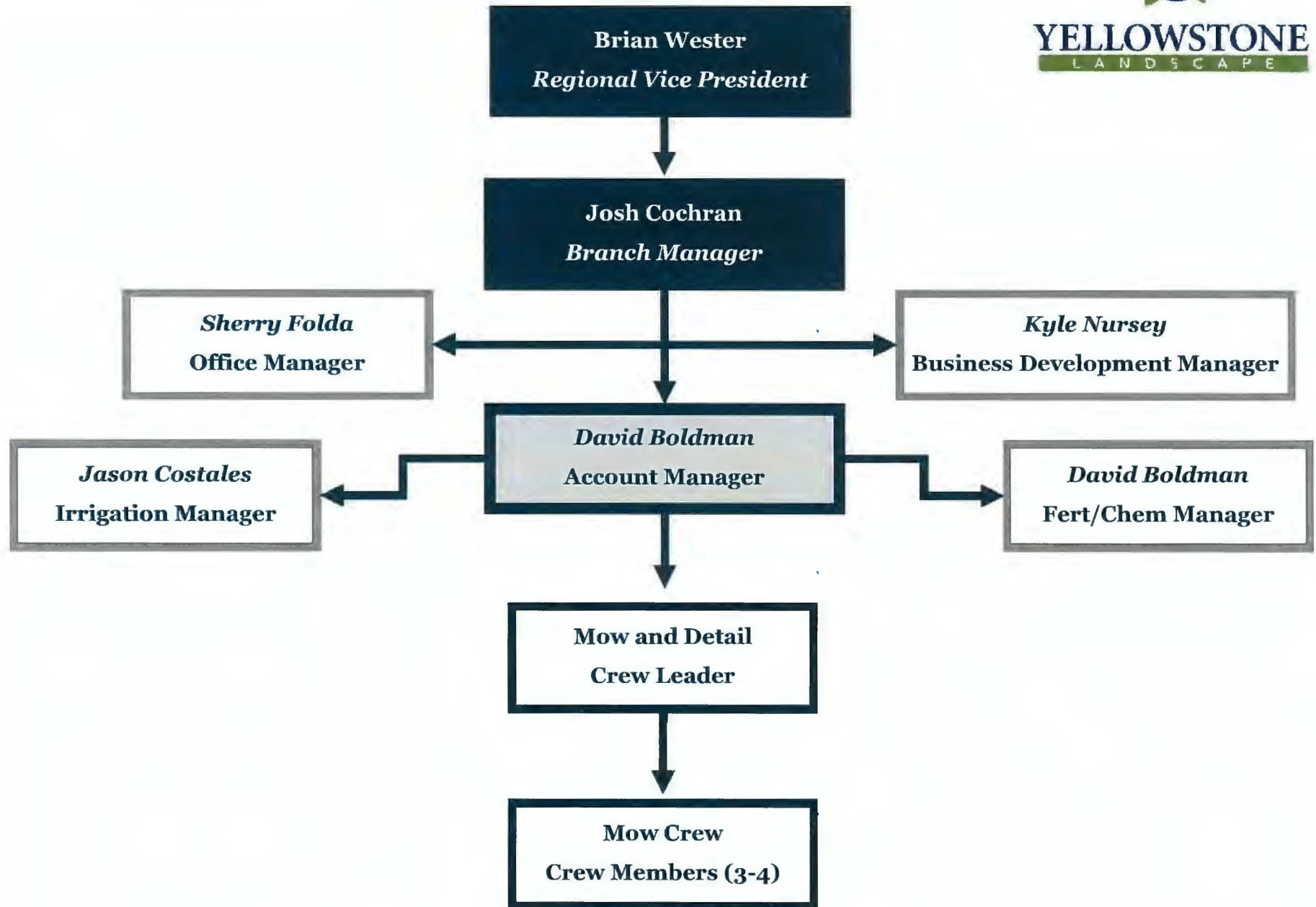
Oversaw all payroll and employee issues, created routes for multiple landscape maintenance crews, worked directly with owner and gained knowledge on company finances and how to better understand how a business is ran.

David Boldman, *Account Manager*



<p>Professional Summary</p>	<p>As an Account Manager of Yellowstone Landscape, David is responsible for coordinating, implementing, and maintaining landscape maintenance and installation projects and keeping clients updated on properties and projects.</p> <p>As a Fert/Chem Manager for Yellowstone Landscape, David is responsible for scheduling applications according to contract specifications, using the latest technologies and materials to ensure insects, diseases, and the health of the plant or turf material is at its highest quality.</p>
<p>Education and Certifications</p>	<p><i>Valencia College</i>, Orlando FL General Studies <i>Certified Pest Control Operator</i> <i>OSHA Level II Hazardous Materials Operations</i></p>
<p>Relevant Experience</p>	<p>Account Manager and Fert/Chem Manager, Yellowstone Landscape – Orlando, FL 2015-present Planning and scheduling field operations, management mow and detail crews, communicating with clients, selling enhancement services, assisting in training and employee development, ensuring a safe work environment for employees. Experience in HOA, resort, and CDD landscaping. Responsible for operations of branch’s fert/chem department, fert/chem reporting, and scheduling.</p> <p>Route Manager, Trugreen Chemlawn – Orlando, FL 2011-2015 Responsible for checking and maintaining plants and turf of Trugreen clients, trained in horticulture and agronomics specifically for commercial properties, gained extensive knowledge of plants and turf grasses and what they need in order to thrive in Central Florida.</p> <p>Manager, B&M Landscaping – Orlando, FL 2009-2010 Managed maintenance routes, demolitions, and install projects, applied fertilizer and chemicals to control the health of the properties.</p>

Hills of Minneola CDD



2021
1812 REG IRRIGATION SPECIA \$30.00

EXPIRES 9/30/2022
1 EMPLOYEE

1812-1200565

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00

SKWYRA PETER T

YELLOWSTONE LANDSCAPE
SOUTHEAST LLC
SKWYRA PETER T
1930 SILVERSTAR ROAD
ORLANDO FL 32804

8342 CRISTOBAL CIR (MOBILE)
U - ORLANDO, 32825

PAID: \$30.00 0098-01011614 8/10/2021

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2021
1812 REG IRRIGATION SPECIA \$30.00

EXPIRES 9/30/2022
1 EMPLOYEE

1812-1200565

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00



SKWYRA PETER T

YELLOWSTONE LANDSCAPE
SOUTHEAST LLC
SKWYRA PETER T
1930 SILVERSTAR ROAD
ORLANDO FL 32804

8342 CRISTOBAL CIR (MOBILE)
U - ORLANDO, 32825

PAID: \$30.00 0098-01011614 8/10/2021

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

3106 LANDSCAPE 2021 \$50.00 EXPIRES 9/30/2022 30 EMPLOYEES 3106-1048928

TOTAL TAX \$50.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$100.00
TOTAL DUE \$0.00

PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
PORTLAND TIMOTHY - PRESIDENT
1930 SILVERSTAR ROAD
ORLANDO FL 32804

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$100.00 0098-01011616 8/10/2021

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3106 LANDSCAPE 2021 \$50.00 EXPIRES 9/30/2022 30 EMPLOYEES 3106-1048928

TOTAL TAX \$50.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$100.00
TOTAL DUE \$0.00



PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
PORTLAND TIMOTHY - PRESIDENT
1930 SILVERSTAR ROAD
ORLANDO FL 32804

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$100.00 0098-01011616 8/10/2021

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

3125 LAWN CARE 2021 \$50.00 EXPIRES 9/30/2022 30 EMPLOYEES 3125-1048927

TOTAL TAX \$50.00
PREVIOUSLY PAID \$50.00
TOTAL DUE \$0.00

PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
PORTLAND TIMOTHY
1930 SILVERSTAR ROAD
ORLANDO FL 32804

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$50.00 0098-01011612 8/10/2021

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3125 LAWN CARE 2021 \$50.00 EXPIRES 9/30/2022 30 EMPLOYEES 3125-1048927

TOTAL TAX \$50.00
PREVIOUSLY PAID \$50.00
TOTAL DUE \$0.00



PORTLAND TIMOTHY - PRESIDENT

YELLOWSTONE LANDSCAPE SOUTHEAST LLC
PORTLAND TIMOTHY
1930 SILVERSTAR ROAD
ORLANDO FL 32804

MOBILE FROM FLAGLER COUNTY
X - OUT OF COUNTY, 00000

PAID: \$50.00 0098-01011612 8/10/2021

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

State of



Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF190298

LONDON TYLER PYLE

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

General Household Pest and Rodent Control, Lawn and Ornamental

*in conformity with an Act of the Legislature of the State of Florida regulating the
practice of Pest Control and imposing penalties for violations.*



*In Testimony Whereof, Witness this
signature at Tallahassee, Florida on October 16, 2018*

Sarah R. Oglesby

Chief, Bureau of Licensing and Enforcement

Adam H. Putnam

Adam H. Putnam
Commissioner of Agriculture

Certificate of Completion

NICOLE AILES

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

06/12/2024

Date Expires

110

FDOT Provider #

Michael T. Hernandez

Instructor

62851

Certificate #



IOA Risk Services
1855 W State Rd 434
Longwood, FL 32750
www.safetylinks.net
ghansen@safetylinks.net




For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com

Sample Certificate of Insurance



YELLOWSTONE
LANDSCAPE



CERTIFICATE OF LIABILITY INSURANCE

DATE REPRODUCED
04/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER Barn & Brown of Florida, Inc 170 S.W. 5412</p> <p>INSURED FL 32115-2415</p> <p>INSURANCE YELLOWSTONE LANDSCAPE INC 3224 N STATE STREET PO BOX 648 DUNNELL FL 32110</p>	<p>CONTACT NAME: Erin Pascoe PHONE: (386) 944-0804 FAX: (386) 373-6113 EMAIL: epascoe@yellowstone.com</p> <p>INSURANCE APPROVED COVERAGES</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Member A: United Specialty Insurance Company</td> <td style="width: 20%;">40009</td> </tr> <tr> <td>Member B: Transfers Property Casualty Company of America</td> <td>28074</td> </tr> <tr> <td>Member C: Great American Insurance Company</td> <td>18681</td> </tr> <tr> <td>Member D: The Chatham Oak Fire Insurance Company</td> <td>2861E</td> </tr> <tr> <td>Member E: American Guarantee and Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>Member F:</td> <td></td> </tr> </table>	Member A: United Specialty Insurance Company	40009	Member B: Transfers Property Casualty Company of America	28074	Member C: Great American Insurance Company	18681	Member D: The Chatham Oak Fire Insurance Company	2861E	Member E: American Guarantee and Liability Insurance Company	26247	Member F:	
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Member C: Great American Insurance Company	18681												
Member D: The Chatham Oak Fire Insurance Company	2861E												
Member E: American Guarantee and Liability Insurance Company	26247												
Member F:													

COVERAGES **CERTIFICATE NUMBER:** 19-20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENTS, TERMS OR CONDITIONS OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	CLASS CODE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PESTICIDE & HERBICIDE <input type="checkbox"/> GEN. LIABILITY (ART. 1) <input type="checkbox"/> EXT. PROP. <input type="checkbox"/> BODILY <input checked="" type="checkbox"/> AD & PROP. <input checked="" type="checkbox"/> PROF.		ATM47L1918419	04/26/2016	04/30/2020	EACH OCCURRENCE DAMAGE TO REALTY \$ 1,000,000 PRODUCTS/OP. \$ 100,000 MED. EXP. (Inc. Acc. Exp.) \$ 5,000 PERSONAL & AD. LIABILITY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPLETION \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> AUTO AUTO DRIVEN <input type="checkbox"/> SCHEDULED RENTED <input type="checkbox"/> AV/CA SALES <input checked="" type="checkbox"/> UNOWNED REPAIRS ONLY <input type="checkbox"/> ALL USE CR-7		TC32CAP020W21818	04/26/2016	04/30/2020	BODILY INJURY (P. & PROP.) \$ 1,000,000 BODILY INJURY (P. & PROP.) \$ 1,000,000 PROPERTY DAMAGE (P. & PROP.) \$ 10,000 PIP \$ 10,000 EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA/EXCESS <input checked="" type="checkbox"/> EXCESS UMB. <input type="checkbox"/> EXCESS UMB. <input checked="" type="checkbox"/> REPLETION \$ 10,000		TLU484848481	04/30/2016	04/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY OCCASION WITH VOLUNTARY NON-EMPLOYERS EMPLOYERS (Necessary 01/2006) If the description of operations is not description of operations is not	Y/N N 81A	LJ80H102771810	04/26/2016	04/30/2020	<input checked="" type="checkbox"/> PER. INJURY <input type="checkbox"/> OTHER FL EACH OCCURRENCE \$ 1,000,000 FL EMPLOYERS LIABILITY \$ 1,000,000 FL EMPLOYERS LIABILITY \$ 1,000,000
E	<input checked="" type="checkbox"/> EXCESS LIABILITY		A81284872380	04/30/2016	04/30/2020	OCC & AGG \$ 10,000,000

DESCRIPTION OF OPERATIONS (VEHICLES IN CODE 801, AND OTHER RELEVANT INFORMATION, MAY BE REQUIRED & MORE SPACE IS REQUIRED)
SPE NOTES FOR POLICY COVERAGE FORMS

<p>CERTIFICATE HOLDER</p> <p style="text-align: center;">YELLOWSTONE LANDSCAPE INC 3224 N STATE ST PO BOX 648 DUNNELL FL 32110</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE: </p>
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Sample Certificate of Insurance



AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc		NAMED INSURED YELLOWSTONE LANDSCAPE INC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: _____ FORM TITLE: *Notes*

COMPLETE LISTING OF NAMED INSUREDS
 -YELLOWSTONE HOLDINGS LLC
 -YELLOWSTONE INTERMEDIATE HOLDINGS, INC
 -YLD HOLDINGS, INC
 -YELLOWSTONE LANDSCAPE, INC
 -YELLOWSTONE LANDSCAPE-SOUTHEAST LLC ~~aka~~ YELLOWSTONE LANDSCAPE ~~aka~~ ALMISTR OUTDOOR
 -ALBYA LLC
 -YELLOWSTONE LANDSCAPE-CENTRAL, INC ~~aka~~ YELLOWSTONE LANDSCAPE ~~aka~~ BIO LANDSCAPE ~~aka~~ BIO LANDSCAPE & MAINTENANCE
 -TEXAS SERVICES, LLC
 -BLBYA LLC
 -YLDSPA LLC
 -LEADERSCAPE PALM BEACH LLC

LEASED/RENTED EQUIPMENT
 POLICY NUMBER: WQLM3190061218
 EFFECTIVE DATES: 4/30/2019-4/30/2020
 CARRIER: MARSHAL AMERICAN INSURANCE COMPANY
 EACH ITEM: \$250,000

POLLUTION LIABILITY
 POLICY NUMBER: G71517695001
 EFFECTIVE DATES: 4/30/2019-4/30/2020
 CARRIER: ILLINOIS UNION INSURANCE COMPANY
 EACH OCCURRENCE: \$1,000,000

POLICY FORMS

GENERAL LIABILITY (COVERED STATES FL, GA, NC, SC & TX)
 1) CG2010 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (ADDITIONAL INSURED - ONGOING OPS)
 2) CG2027 0704 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (ADDITIONAL INSURED - COMPLETED OPS)
 3) CG2034 0704 - ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT (ADDITIONAL INSURED - LESSOR OF EQUIPMENT)
 4) CG2037 0413 - ADDITIONAL INSURED - ENGINEERS, ARCHITECTS, SURVEYORS (ADDITIONAL INSURED - ARCH/ENG/SURVEYORS EMPLOYED BY OTHER)
 5) CG2404 1093 - WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
 6) VEN05100 0116 - PRIMARY NON CONTRIBUTORY WORDING (PRIMARY & NON-CONTRIBUTORY)
 8) VEN05400 0116 - THIRD PARTY CANCELLATION NOTICE ENDORSEMENT - (BLANKET 30 DAY)

AUTO LIABILITY
 1) CAT442 - ADDITIONAL INSURED - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY)
 2) CAT340 - BLANKET WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)
 3) ILF029 - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US (BLANKET 30 DAY)

WORKERS COMPENSATION (COVERED STATES INCLUDE FL, GA, NC, SC, AZ, TX, & NV)
 1) WCR00313 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)
 2) WCR00683 - THIRD PARTY NOTICE OF CANCELLATION (BLANKET 30 DAY)

UMBRELLA LIABILITY
 1) GAB002 0097 - PROTECTOR UMBRELLA COVERAGE FORM COMMERCIAL UMBRELLA COVERAGE FORM (ADDITIONAL INSURED, WAIVER OF SUBROGATION - COVERS OVER THE GENERAL LIABILITY AUTO LIABILITY & EMPLOYERS LIABILITY)

EXPERIENCE & REFERENCES



YELLOWSTONE LANDSCAPE



Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies.

We've been linked by a common goal to better serve our clients, sharing decades of experience in landscape maintenance, landscape design and installation, and tree care services.

As one of the landscape industry's fastest growing and most awarded commercial landscaping

companies, we are proud to serve more than three thousand client properties from our local branch facilities, across the South, Southwest, and Midwest.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

Proud to Serve Orlando



YELLOWSTONE
LANDSCAPE



*Excellence in Commercial Landscaping
for Your Orlando Area Properties*

Yellowstone Landscape is proud to serve Central Florida's commercial landscaping needs from two branch locations in Orlando. With more than 250 local employees, we're one of the largest and most awarded commercial landscape service firms in the greater Orlando area.

We offer landscape design, landscape installation, and landscape maintenance services

to some of the area's most beautiful homeowner associations, resorts and hotels, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail shopping centers.

Our service teams are ready to provide you with Orlando's most professional and responsive commercial landscaping services, always tailored to your needs and expectations.

Orlando-North Offices
1930 Silver Star Road
Orlando, FL 32804
407.814.2400

Orlando-South Offices
1773 Business Center Lane
Kissimmee, FL 34758
407.396.0529

Landscape Maintenance



YELLOWSTONE
LANDSCAPE



Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are hundreds of details that need to be coordinated for your landscape to look its best. Assuring that none of those details are overlooked requires a professionally administered, integrated Landscape Maintenance program.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into your Plan for Success™.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to solve problems while they're still called opportunities. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with all the information you need about your landscape, when you need it.

Irrigation Installation & Management



There is **nothing more essential to the success of your landscape** than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require **special certification** to install and operate.

Our Irrigation Installation and Management Professionals are **experts in all major commercial irrigation systems**. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, **our Irrigation Teams are dedicated to protecting your valuable water resources**. Once installed, we always adhere

to local ordinances governing water use and have implemented the principles of the leading industry groups. These **guidelines govern how we design, install, and maintain your irrigation system**.

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

Landscape Installation



YELLOWSTONE
LANDSCAPE



You need your landscape installation project completed safely, on time and on budget.

Our Landscape Installation Teams will do everything we can to make sure your project stays on schedule (or gets back on schedule), with experience and capabilities scalable to handle any project and any time line.

All Landscape Installation projects start with a meeting to thoroughly review your site and your design plans, verifying that the plant material selected is suitable for your project's environment. With experts on staff in Landscape Design and Landscape Maintenance, we'll offer recommendations to preserve the

long term health and appearance of the project after installation. We can also suggest alternate, native plant materials and trees to help conserve water usage, while preserving the project's intended visual appeal.

We offer extended warranties on all plant materials that we install, when you allow us to provide ongoing landscape maintenance services. We offer this to our clients because we install every landscape with the goal to become your lifetime landscape service partner, growing with you as your landscape matures.

Landscape Design



YELLOWSTONE
LANDSCAPE



You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create **photo renderings** so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

Services for Public Sector Clients



We are proud to serve Public Sector clients across the South, and to be a part of some tremendously successful projects beautifying our local communities. **We understand the challenges that local governments and agencies face in managing their public green spaces.**

Public parks, trails, and streetscapes create unique opportunities to enrich the lives of your community's residents. Investing in professional landscape services delivers a consistently high-quality appearance, and does so at a lower cost than in-house grounds maintenance services.

Our professional landscaping services offered to Public Sector clients include award-winning

Landscape Design and Installation teams, ready to deliver beautiful landscape enhancements and installations. When we continue to maintain the project for you, we can even extend our normal warranty on installed plant materials.

We'll also work with you to identify any possible liabilities or hazards in your community's public spaces. With services like raising tree canopies and making sure drains are kept clear of debris, our Landscape Professionals partner with you to keep your residents safe from hazards. And, in case of a natural disaster or extreme weather event, our crews will be there to assist with clean up after the storms have passed.

References



At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: Legacy of Leesburg (996 homes and common area)
Client Since: 2015
Services Provided: Landscape Maintenance & Enhancements
Client Contact Information: Sherri Jackson, *Senior Community Association Manager*
352.365.9800
sjackson@lelandmanagement.com

Project Name: The Swan & Dolphin Resort
Client Since: 2013
Services Provided: Landscape Maintenance & Enhancements
Client Contact Information: Calvin Oaks, *Complex Director of Engineering*
321.388.7624
calvin.oaks@swandolphin.com

Project Name: Reunion East and Reunion West CDDs
Client Since: 2008
Services Provided: Landscape Maintenance & Enhancements
Client Contact Information: Alan Scheerer, *Field Operations Manager*
407.398.2890
ascheerer@gmscfl.com

Project Name: Westside CDD
Client Since: 2015
Services Provided: Landscape Maintenance & Enhancements
Client Contact Information: Andy Hatton, *Field Operations Manager*
407.841.5524
ahatton@gmscfl.com

References



Project Name: Randal Park CDD
Client Since: 2015
Services Provided: Landscape Maintenance & Enhancements
Client Contact Information: Andy Hatton, *Field Operations Manager*
407.841.5524
ahatton@gmscfl.com

Project Name: Avalon Groves CDD
Client Since: 2018
Services Provided: Landscape Maintenance & Enhancements
Client Contact Information: Larry Krause, *District Manager*
321.263.0132
lkrause@dpfgmc.com

Project Name: Solterra CDD
Client Since: 2016
Services Provided: Landscape Maintenance & Enhancements
Client Contact Information: Larry Krause, *District Manager*
321.263.0132
lkrause@dpfgmc.com

Project Name: Stevens Plantation CDD
Client Since: 2017
Services Provided: Landscape Maintenance & Enhancements
Client Contact Information: Brett Perez, *Area Field Director*
407.433.0515
brett.perez@inframark.com



STARTUP PLAN

Startup Plan – Hills of Minneola CDD



This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving. We've divided the tasks over the first 30, 60, and 90 days of service in order to provide you with a tool to monitor and measure our team's performance as we begin our partnership as your landscape maintenance service partner.

First 30 Days

- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, blowing, and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds, and entrance features)
- Spot treat weeds in turf areas to be reclaimed
- Continue weed control in planting beds
- Apply fertilizer to struggling shrubs on the property
- Begin insect and disease program on all plant material
- Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern

Days 31-60

- Walk property with Property Manager to evaluate improvements
- Evaluate our "Approach to Services" and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance – mowing, blowing, and edging
- Retreat turf weeds
- Continue RoundUp applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Discuss options to improve "curb appeal" in high profile areas

Days 61-90

- Walk property with Property Manager to evaluate improvements
- Assess results from actions taken in 30-day and 60-day plans.
- Continue irrigation maintenance/inspections
- Continue turf weed applications as needed
- Monitor and treat insect and disease problems in plant material throughout property
- Continue routine maintenance – mowing, blowing, and edging



407.814.2400 tel
407.614.6061 fax

2809 Forsyth Road
Winter Park, FL 32792

www.yellowstonelandscape.com

June 10, 2022

Daphne Gillyard
Wrathell, Hunt and Associates
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Re: Approach to Landscape Maintenance Services Hills of Minneola CDD

Dear Ms. Gillyard,

In the following document we will break down our landscape approach to services for Hills of Minneola CDD. We want you to understand how our crews work, who is responsible for what within our company, and how we will service the areas identified within the RFP. Yellowstone Landscape's extensive experience in production planning allows our teams to develop a program that will ensure that all tasks outlined in the RFP will be performed timely and consistently. All tasks and teams will be managed by our account manager who will be your main point of contact within Yellowstone Landscape. This account manager will make sure outstanding quality and customer service are delivered to you and residents utilizing these facilities.

1. Project Approach Breakdown

- a. Mow/detail team – Crew that will fluctuate in size from 4-5 people 1-3 days per week depending on the time of the year and the progress of installation for future areas. If additional team members are needed to ensure the property meets expectations, we will always make the adjustments needed. At the end of the day, we are a quality-based company and will always do what is right to create a successful partnership with your team. All sites will be serviced between the hours outlined in RFP with minimal disruption to people working inside buildings.
 - i. Mowing (41-45x/year or as needed)
 1. Mowing, edging, string trimming, and blowing off all turf and hardscape areas.
 - a. 52", 60", and 72" mowers will be utilized to perform mowing functions, as well as bush-hogging for the larger ponds.
 - b. String trimming of all signs, obstacles, and extreme banks where mowers cannot access will be done on each visit when needed.
 - c. Litter removal
 - ii. Detail/Pruning/Weed Control (12x/year or as needed)
 1. Hand-pruning and shearing
 2. Hand-pulling of weeds
 3. Non-selective weed control with round-up
 - a. All our account managers, crew leaders, and crew leads have spray licenses
 4. Blowing off property after trimming
 5. Litter removal
 - b. Mulching (2x/year)
 - i. Installation of mulch in all plant beds
 - ii. Completed (2) times per year
 - c. Flower Installation (4x/year)
 - i. Includes removal and installation of front entrance flower beds
 - ii. Completed quarterly

- d. Pest Control Services (8x/year)
 - i. All applications will be applied by a certified technician and monthly reports will be supplied to the property management.
 - ii. All turf, shrubs, trees, and palms will be treated monthly following the detailed applications outlined in RFP scope of work.
 - iii. An Integrated Pest Management program will be followed at all times.
- e. Irrigation System Maintenance (12x/year)
 - i. Locations will be inspected monthly by a trained irrigation professional
 - ii. Inspections will include locating/flagging broken and damaged parts and valves, testing clocks, adjusting programs, adjusting pop-up and rotors for water coverage and cutting around pop-ups that are restricted due to grass covering them.
- f. Account Manager
 - i. Supervising and overseeing all aspects of maintenance by our crew members
 - ii. Main point of contact for the property management company
 - iii. Will communicate any issues with the property and any scheduling conflicts
 - 1. We are utilizing a tool called Site Audit which we can take pictures, make notes, and assign tasks to specific people within our company. It has been a highly effective tool and our customers are raving how much this improves communication and takes a pro-active approach.
 - 2. Account managers meet weekly with our branch manager to go over scheduling and adjustments that may be needed. We work together as a team to make sure our customers receive the best service and our crews stay on task.
 - iv. Will provide weekly checklist of maintenance activities completed.

Please let us know if you have any questions about our scope of services or landscape approach. We are very excited about the potential opportunity!

Sincerely,

Josh Cochran
Branch Manager
Yellowstone Landscape
jcochran@yellowstonelandscape.com
321.277.3351

PRICING SUMMARIES

PROPOSAL FORM
PART IV PRICING

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ 246,225.00 Yr

Landscape area wash outs will require ongoing maintenance due to the hilly nature of the community. Any wash out from rain is part of the general monthly maintenance scope of work to "fill and sod on top in sodded areas" and to "fill any non-sodded areas".

Tree and Palm Tree pruning will be done as needed throughout the year and limited to dry/dead branches and/or brown fronds and seed heads. No green Palm fronds shall be removed. Sucker growth will be removed by hand from the base of trees. Removal of generated debris from the pruning and maintenance cycles.

- Storm Cleanup \$ 50 /hr

- Freeze Protection (description of ability) Cover plants with frost protection covers

\$ TBD /application (**Contractor to identify those plants susceptible to freeze and estimate cost to cover per application**)

- Hand Watering

\$ 60 /hr for employee with hand-held hose

\$ 125 /hr for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials) \$ 19,203.00 Yr

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	0-0-20 + Pre-M	1 LB N/1,000 SF	195 LBS	\$1,233
April	21-0-0	.5 LB N/1,000 SF	98 LBS	\$1,233
June	8-2-12	1 LB N/1,000 SF	195 LBS	\$1,233
October	12-0-0 + Pre-M	1 LB N/1,000 SF	195 LBS	\$1,233

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	0-20-0 + Pre-M	1 LB N/1,000 SF	22 LBS	\$158
March	21-0-0	.5 LB N/1,000 SF	11 LBS	\$158
April	24-2-12	1 LB N/1,000 SF	22 LBS	\$158

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
May	33-0-17	1 LB N/1,000 SF	22 LBS	\$158
June	24-2-11	1 LB N/1,000 SF	22 LBS	\$158
July	12-0-0	2 OZ/3-5 GAL, H2O/1,000 SF	2 GAL	\$158

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
September	24-2-11	1 LB N/1,000 SF	22 LBS	\$158
November	18-0-30 + Pre-M	1 LB N/1,000 SF	22 LBS	\$158

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 MG + Micro	1.5 LBS N/1,000 SF	78 LBS	\$4,329
June	8-2-12 MG + Micro	1.5 LBS N/1,000 SF	78 LBS	\$4,329
Octobe	8-2-12 MG + Micro	1.5 LBS N/1,000 SF	78 LBS	\$4,329

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 MG + Micro	1.5 LBS/100 SF	1.5 LBS	\$5
June	8-2-12 MG + Micro	1.5 LBS/100 SF	1.5 LBS	\$5
September	8-2-12 MG + Micro	1.5 LBS/100 SF	1.5 LBS	\$5
November	8-2-12 MG + Micro	1.5 LBS/100 SF	1.5 LBS	\$5

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ 7,152.00 Yr
(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

At the time of this RFP, there are 77 irrigation zones all being run from battery timers. Sometime in 2022, these will be switched to electric power and approximately five (5) additional zones will be added. Please see Exhibit E current irrigation "As-Builts" for battery operated zones.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

225 CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ 55 /CY (October Application)

And

225 CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at
\$ 55 /CY (April Application)

Installation of Grade "A" Medium Pine Bark Mulch \$ 24,750.00 /Yr
(This is the total cost if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

Tree Trimming (All labor and materials) \$ 5,000.00 /Yr

Tree trimming to be done once per year. Canopy to be kept at minimum of seven (7) feet.

The District reserves the right to subcontract any tree trimming event to an outside vendor

PART 7

Porter Service (All labor and materials) \$ 2,800.00 /Yr

Empty eight (8) trash cans and replace bags located at the park during each visit.

Once installed, empty doggy waste cans and replace bag upon each visit. Refill waste bags at each station, as needed.

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ 284,100.00 /Yr

FIRST ANNUAL RENEWAL	\$ <u>284,100.00</u> /Yr*
SECOND ANNUAL RENEWAL	\$ <u>284,100.00</u> /Yr*
THIRD ANNUAL RENEWAL	\$ <u>284,100.00</u> /Yr*

*Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ <u>50</u> Hour
B.	Tractor w/operator	\$ <u>75</u> Hour
C.	Supervisor with Transportation	\$ <u>60</u> Hour
D.	Laborer with hand equipment	\$ <u>50</u> Hour
E.	Truck w/driver	\$ <u>60</u> Hour
F.	Irrigation Tech	\$ <u>60</u> Hour
G.	Granular Pesticide Applicator	
	Person with Drop Spreader	\$ <u>60</u> Hour
H.	Liquid Pesticide Applicator	
	Person with Spray Truck	\$ <u>60</u> Hour
I.	Granular Fertilizer Applicator	
	Person with Drop Applicator	\$ <u>60</u> Hour
J.	Liquid Fertilizer Applicator	
	Person with Spray Truck	\$ <u>60</u> Hour
K.	Granular Weed Control Applicator	
	Person with Drop Applicator	\$ <u>60</u> Hour
L.	Liquid Weed Control Applicator	
	Person with Spray Truck	\$ <u>60</u> Hour
N.	Laborer for Additional Trash Pick-Up	\$ <u>50</u> Hour
O.	Lump Sum Mowing ⁽¹⁾ , entire community	\$ <u>6,400</u> Per Mow

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

<u>Laborer</u>	\$ <u>50</u>	per Hour
_____	\$ _____	per Hour
_____	\$ _____	per Hour

B. Debris removal equipment unit costs:

<u>Skid Steer</u>	\$ <u>125</u>	per Hour
_____	\$ _____	per Hour
_____	\$ _____	per Hour

C. Other emergency/disaster related unit costs:

_____	\$ _____	per Hour
_____	\$ _____	per Hour
_____	\$ _____	per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of Yellowstone Landscape ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 10th day of June, 2022.

Proposer: Yellowstone Landscape
By: [Signature]
Title: Business Development Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of June, 2022, by Kyle Nursey, as Business Development Mgr of Yellowstone Landscape, who appeared before me this day in person, and who is either personally known to me or produced _____ as identification.

Sherry Lynn Folda
NOTARY PUBLIC, STATE OF Florida

Name: Sherry Lynn Folda
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Yellowstone Landscape
2809 Forsyth Rd , Winter Park , FL 32792

as Principal, hereinafter called the Principal, and United States Fire Insurance Company
305 Madison Avenue, Morristown, NJ 07960

a corporation duly organized under the laws of the State of DE

as Surety, hereinafter called the Surety, are held and firmly bound unto HILLS OF MINNEOLA COMMUNITY DEVELOPMENT
DISTRICT 2300 Glades Road, Suite 410W, Boca Raton, FL 33431

as Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100

Dollars (\$ 25,000.00),


for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES RFP
FOR HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of June, 2022


Business Development Manager, Minneola Ailes
(Witness)

Yellowstone Landscape
(Principal) (Seal)
By: 
Business Development Manager Kyle Norsey (Title)


Sarah Belcastro
(Witness)

United States Fire Insurance Company
(Surety)
By: 
Attorney-in-Fact Stephen A. Vann (Title)



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: Stephen A. Vann; Sarah C. Belcastro; Oana Dimulescu

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2021.



UNITED STATES FIRE INSURANCE COMPANY

A. R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 11th day of March 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

Sonia Scala

Sonia Scala, (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 3rd day of **JUNE** 20 **22**.



UNITED STATES FIRE INSURANCE COMPANY

Daniel Sussman

Daniel Sussman, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: SuretyInquiries@amyntagroup.com

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

6D

Hills of Minneola Community Development District

REQUEST FOR PROPOSALS LANDSCAPE MAINTENANCE SERVICES PROPOSAL EVALUATION FORM

RFP DUE: June 16, 2022

Respondents	Personnel & Equipment	Experience	Understanding Scope of Work	Financial Capability	Price	Reasonableness of ALL Numbers	TOTAL POINTS
	20 Points	25 Points	15 Points	5 Points	20 Points	15 Points	100 Points
Trimac Outdoor							
Yellowstone Landscape							

Completed by: _____

Board Member's Signature

Date: _____

Printed Name of Board Member

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

7

On Jul 5, 2022, at 1:34 PM, Justin Barcenilla <jbarcenilla@me.com> wrote:

Great, thank you!

On Jul 5, 2022, at 1:34 PM, <info@myhoasolution.com> <info@myhoasolution.com> wrote:

Hi Justine

I will find out for you and let you know.

May take a few days

Thanks

Mark

Association Solutions of Central Florida Inc
811 Mabbette Street,
Kissimmee, FL 34741

Office Tel #: 407-847-2280
Office Fax #: 407-847-2882
Email Address: info@myhoasolution.com
Website: <http://www.myhoasolution.com>

-----Original Message-----

From: Justin Barcenilla <jbarcenilla@me.com>
Sent: Tuesday, July 5, 2022 1:31 PM
To: info@myhoasolution.com
Subject: Re: 2318 Gold Dust Drive - HOA Access

Hi Mark,

I hope you had a good Fourth of July. Yes, if you could please check to see if we can get access over the CDD land through our backyard, it would be greatly appreciated. Thanks!

On Jun 23, 2022, at 3:36 PM, info@myhoasolution.com wrote:

Hi Justine

If you do and do need access, please reach out to me and I will see what I can do for you to get you the permission to get access over the CDD land

Thanks

Mark

Association Solutions of Central Florida Inc
811 Mabbette Street,
Kissimmee, FL 34741

Office Tel #: 407-847-2280
Office Fax #: 407-847-2882
Email Address: info@myhoasolution.com
Website: <http://www.myhoasolution.com>

-----Original Message-----

From: Justin Barcenilla <jbarcenilla@me.com>
Sent: Thursday, June 23, 2022 3:26 PM
To: info@myhoasolution.com
Subject: Re: 2318 Gold Dust Drive - HOA Access

Got it, that's helpful. I am asking because we are considering a pool and wanted to know if a builder would be able to access that area if possible.

Sent from my iPhone

On Jun 23, 2022, at 3:24 PM, info@myhoasolution.com wrote:

Hi Justin

Thank you for the email.

The area behind your home is CCD owned land and is open for any owners to walk along but no one has access through you home to that area. I don't have the Platt map handy so can check if there is an easement area at the side of your home for access but certainly not through your property

Sincerely,

Mark Hills
Licensed Community Association Manager On Behalf of Minneola Hills
Homeowners Association

Association Solutions of Central Florida Inc
811 Mabbette Street,
Kissimmee, FL 34741

Office Tel #: 407-847-2280
Office Fax #: 407-847-2882
Email Address: info@myhoasolution.com
Website: <http://www.myhoasolution.com>

-----Original Message-----

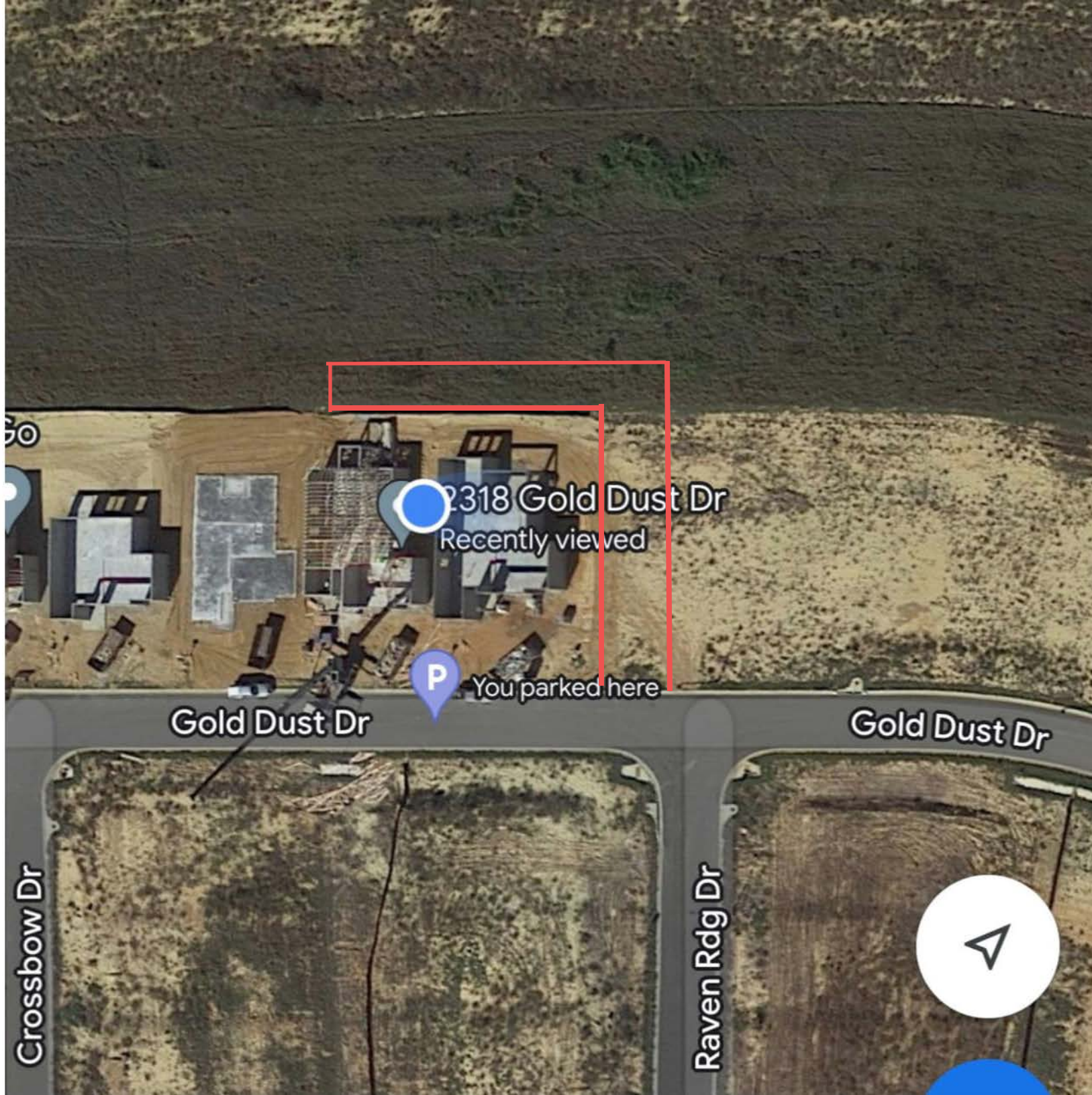
From: Justin Barcenilla <jbarcenilla@me.com>
Sent: Tuesday, June 21, 2022 6:27 PM
To: info@myhoasolution.com
Subject: 2318 Gold Dust Drive - HOA Access

Hello,

I hope this finds you well. I live on 2318 Gold Dust Drive in the Hills of Minneola. I wanted to know if there is HOA access points through the back of my home as there are no rear neighbors. Thank you.

Justin Barcenilla

Sent from my iPhone



Go

2318 Gold Dust Dr
Recently viewed

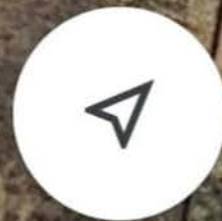
P You parked here

Gold Dust Dr

Gold Dust Dr

Crossbow Dr

Raven Rdg Dr



HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

8

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
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**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/22	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 20,687
Allowable discounts (4%)	-				(827)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	19,860
Assessment levy: off-roll	-	-	-	-	92,665
Developer contribution	496,990	79,479	407,737	487,216	-
Lot closings	-	6,624	3,150	9,774	-
Total revenues	496,990	86,103	410,887	496,990	112,525
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal - general counsel	15,000	3,632	11,368	15,000	15,000
Engineering	7,500	-	7,500	7,500	7,500
Audit	4,900	4,400	500	4,900	5,900
Arbitrage rebate calculation	1,500	-	1,500	1,500	-
Debt service fund - accounting	5,500	-	5,500	5,500	-
Dissemination agent	2,000	500	1,500	2,000	-
Trustee	5,500	-	5,500	5,500	-
Telephone	200	100	100	200	200
Postage	50	91	-	91	91
Printing & binding	50	25	25	50	50
Legal advertising	1,500	449	1,051	1,500	1,500
Annual district filing fee	175	175	-	175	175
Insurance: GL & POL	5,500	5,175	-	5,175	5,900
Contingencies	750	408	342	750	750
Website					
Hosting & maintenance	705	-	705	705	705
ADA compliance	210	-	210	210	210
Property appraiser and Tax collector	-	-	-	-	621
Total professional & administrative	99,040	38,955	59,801	98,756	86,602
Field operations and maintenance					
Field operations manager	6,000	-	6,000	6,000	-
Landscaping contract labor	253,750	113,750	140,000	253,750	-
Insurance: property	5,000	-	5,000	5,000	-
Backflow test	400	-	400	400	-
Irrigation repair	5,000	-	5,000	5,000	-
Plants/shrubs/annuals	15,000	-	15,000	15,000	-
Tree trimming	10,000	-	10,000	10,000	-
Signage	1,000	-	1,000	1,000	-

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/22	Projected through 9/30/2022	Total Actual & Projected	
EXPENDITURES (continued)					
General maintenance	2,000	-	2,000	2,000	-
Fence wall repair	1,000	-	1,000	1,000	-
Electric:					
Irrigation	2,500	-	2,500	2,500	-
Street lights	52,800	12,417	40,383	52,800	-
Entrance signs	2,500	-	2,500	2,500	-
Water irrigation	36,000	-	36,000	36,000	-
Playground ADA mulch	4,000	-	4,000	4,000	-
Dog park porter service	1,000	-	1,000	1,000	-
Total field operations & maintenance	<u>397,950</u>	<u>126,167</u>	<u>271,783</u>	<u>397,950</u>	<u>-</u>
Total expenditures	<u>496,990</u>	<u>165,122</u>	<u>331,584</u>	<u>496,706</u>	<u>86,602</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(79,019)	79,303	284	25,923
Fund balance - beginning (unaudited)	-	2,866	(76,153)	2,866	3,150
Fund balance - ending (projected)					
Assigned					
3 months working capital	-	-	-	-	25,920
Unassigned	-	-	3,150	3,150	3,153
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (76,153)</u>	<u>\$ 3,150</u>	<u>\$ 3,150</u>	<u>\$ 29,073</u>

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC, specializes in managing Community Development Districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and operate and maintain the assets of the community. This fee is inclusive of district management and recording services; however, it has been reduced by approximately 80% for the current fiscal year due to the reduced level of activity that is anticipated.</p>	
Legal - general counsel	15,000
<p>The District's Attorney provides on-going general counsel and legal representation. As such, they are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provides service as a "local government lawyer," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p>	
Engineering	7,500
<p>The District's Engineer provides a broad array of engineering, consulting and construction services, which assist in the crafting of sustainable solutions for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,900
<p>If certain revenue or expenditure thresholds are exceeded then Florida Statutes, Chapter 218.39 requires the District to have an independent examination of its books, records and accounting procedures.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	91
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	50
<p>Copies, agenda package items, etc.</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, bidding, etc.</p>	
Annual district filing fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance: GL & POL	5,900
<p>The District carries public officials liability and general liability insurance. The limit of liability is set at \$1,000,000 for public officials liability.</p>	
Contingencies	750
<p>Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Property appraiser and Tax collector	621
Total expenditures	<u><u>\$ 86,602</u></u>

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - NORTH
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/22	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 12,750
Total revenues	-	-	-	-	12,750
EXPENDITURES					
Professional & administrative					
Arbitrage rebate calculation	-	-	-	-	750
Debt service fund - accounting	-	-	-	-	5,500
Dissemination agent	-	-	-	-	1,000
Trustee	-	-	-	-	5,500
Total expenditures	-	-	-	-	12,750
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	-	-
Fund balance - beginning (unaudited)	-	-	-	-	-
Fund balance - ending (projected)					
Assigned					
3 months working capital	-	-	-	-	-
Unassigned	-	-	-	-	-
Fund balance - ending (projected)	\$ -	\$ -	\$ -	\$ -	\$ -

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Arbitrage rebate calculation	\$ 750
To ensure the District's compliance with all Tax Regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Debt service fund - accounting	5,500
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.	
Trustee	5,500
Annual Fee paid for the service provided as Trustee, Paying Agent and Registrar.	
Total expenditures	<u><u>\$ 12,750</u></u>

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - SOUTH
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/22	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 190,526
Allowable discounts (4%)	-				(7,621)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	182,905
Assessment levy: off-roll	-	-	-	-	526,439
Total revenues	-	-	-	-	709,344
EXPENDITURES					
Professional & administrative					
Arbitrage rebate calculation	-	-	-	-	1,500
Debt service fund - accounting	-	-	-	-	5,500
Dissemination agent	-	-	-	-	2,000
Trustee	-	-	-	-	11,000
Property appraiser and Tax collector	-	-	-	-	5,716
Total professional & administrative	-	-	-	-	25,716
Field operations and maintenance					
Field operations manager	-	-	-	-	6,000
Field operations accounting	-	-	-	-	3,500
Landscaping contract labor	-	-	-	-	284,200
Insurance: property	-	-	-	-	15,000
Backflow test	-	-	-	-	400
Irrigation repair	-	-	-	-	5,000
Plants/shrubs/annuals	-	-	-	-	15,000
Tree trimming	-	-	-	-	30,000
Mulch	-	-	-	-	35,000
Pressure washing	-	-	-	-	4,000
Signage	-	-	-	-	2,000
EXPENDITURES (continued)					
General maintenance	-	-	-	-	8,000
Fence wall repair	-	-	-	-	2,500
Electric:					
Irrigation	-	-	-	-	12,000
Street lights	-	-	-	-	52,800
Entrance signs	-	-	-	-	2,500
Water irrigation	-	-	-	-	54,000
Playground ADA mulch	-	-	-	-	2,000
Total field operations & maintenance	-	-	-	-	533,900
Total expenditures	-	-	-	-	559,616

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - SOUTH
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/22	Projected through 9/30/2022	Total Actual & Projected	
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	-	149,728
Fund balance - beginning (unaudited)	-	-	-	-	-
Fund balance - ending (projected)					
Committed					
Assigned					
3 months working capital	-	-	-	-	149,725
Unassigned	-	-	-	-	3
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 149,728</u>

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Arbitrage rebate calculation	\$ 1,500
To ensure the District's compliance with all Tax Regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Debt service fund - accounting	5,500
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.	
Trustee	11,000
Annual Fee paid for the service provided as Trustee, Paying Agent and Registrar.	
Property appraiser and Tax collector	5,716
Total professional & administrative	25,716

Field operations and maintenance

Field operations manager	6,000
Field operations accounting	3,500
Landscaping contract labor	284,200
Insurance: property	15,000
Backflow prevention test	400
Irrigation maintenance/repair	5,000
Plants/shrubs/annuals	15,000
Tree trimming	30,000
Mulch	35,000
Pressure washing	4,000
Signage	2,000
General maintenance	8,000
Fence/wall repair	2,500
Electric:	
Irrigation	12,000
Street lights	52,800
Entrance signs	2,500
Water irrigation	54,000
Playground ADA mulch	2,000
Total field operations & maintenance	533,900
Total expenditures	\$ 559,616

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual Through 3/31/2022	Projected Through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 449,079
Allowable discounts (4%)	-				(17,963)
Net assessment levy - on-roll		\$ -	\$ -	\$ -	431,116
Assessment levy: off-roll	1,338,413	-	1,303,284	1,303,284	920,765
Lot closings	-	35,129	-	35,129	-
Interest	-	46	-	46	-
Total revenues	<u>1,338,413</u>	<u>35,175</u>	<u>1,303,284</u>	<u>1,338,459</u>	<u>1,351,881</u>
EXPENDITURES					
Debt service					
Principal	455,000	-	455,000	455,000	470,000
Interest	887,175	443,588	443,587	887,175	873,525
Tax collector	-	-	-	-	8,982
Total expenditures	<u>1,342,175</u>	<u>443,588</u>	<u>898,587</u>	<u>1,342,175</u>	<u>1,352,507</u>
Excess/(deficiency) of revenues over/(under) expenditures	(3,762)	(408,413)	404,697	(3,716)	(626)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(45)	-	(45)	-
Total other financing sources/(uses)	<u>-</u>	<u>(45)</u>	<u>-</u>	<u>(45)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	(3,762)	(408,458)	404,697	(3,761)	(626)
Beginning fund balance (unaudited)	1,786,644	1,774,164	1,365,706	1,774,164	1,770,403
Ending fund balance (projected)	<u>\$ 1,782,882</u>	<u>\$ 1,365,706</u>	<u>\$ 1,770,403</u>	<u>\$ 1,770,403</u>	<u>1,769,777</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,338,413)
Interest expense - November 1, 2023					(429,713)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 1,651</u>

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/22	455,000.00	3.000%	443,587.50	898,587.50	22,625,000.00
11/01/22			436,762.50	436,762.50	22,625,000.00
05/01/23	470,000.00	3.000%	436,762.50	906,762.50	22,155,000.00
11/01/23			429,712.50	429,712.50	22,155,000.00
05/01/24	485,000.00	3.000%	429,712.50	914,712.50	21,670,000.00
11/01/24			422,437.50	422,437.50	21,670,000.00
05/01/25	500,000.00	3.000%	422,437.50	922,437.50	21,170,000.00
11/01/25			414,937.50	414,937.50	21,170,000.00
05/01/26	515,000.00	3.500%	414,937.50	929,937.50	20,655,000.00
11/01/26			405,925.00	405,925.00	20,655,000.00
05/01/27	535,000.00	3.500%	405,925.00	940,925.00	20,120,000.00
11/01/27			396,562.50	396,562.50	20,120,000.00
05/01/28	555,000.00	3.500%	396,562.50	951,562.50	19,565,000.00
11/01/28			386,850.00	386,850.00	19,565,000.00
05/01/29	570,000.00	3.500%	386,850.00	956,850.00	18,995,000.00
11/01/29			376,875.00	376,875.00	18,995,000.00
05/01/30	595,000.00	3.500%	376,875.00	971,875.00	18,400,000.00
11/01/30			366,462.50	366,462.50	18,400,000.00
05/01/31	615,000.00	3.500%	366,462.50	981,462.50	17,785,000.00
11/01/31			355,700.00	355,700.00	17,785,000.00
05/01/32	635,000.00	4.000%	355,700.00	990,700.00	17,150,000.00
11/01/32			343,000.00	343,000.00	17,150,000.00
05/01/33	665,000.00	4.000%	343,000.00	1,008,000.00	16,485,000.00
11/01/33			329,700.00	329,700.00	16,485,000.00
05/01/34	690,000.00	4.000%	329,700.00	1,019,700.00	15,795,000.00
11/01/34			315,900.00	315,900.00	15,795,000.00
05/01/35	720,000.00	4.000%	315,900.00	1,035,900.00	15,075,000.00
11/01/35			301,500.00	301,500.00	15,075,000.00
05/01/36	750,000.00	4.000%	301,500.00	1,051,500.00	14,325,000.00
11/01/36			286,500.00	286,500.00	14,325,000.00
05/01/37	780,000.00	4.000%	286,500.00	1,066,500.00	13,545,000.00
11/01/37			270,900.00	270,900.00	13,545,000.00
05/01/38	810,000.00	4.000%	270,900.00	1,080,900.00	12,735,000.00
11/01/38			254,700.00	254,700.00	12,735,000.00
05/01/39	845,000.00	4.000%	254,700.00	1,099,700.00	11,890,000.00
11/01/39			237,800.00	237,800.00	11,890,000.00
05/01/40	880,000.00	4.000%	237,800.00	1,117,800.00	11,010,000.00
11/01/40			220,200.00	220,200.00	11,010,000.00
05/01/41	915,000.00	4.000%	220,200.00	1,135,200.00	10,095,000.00
11/01/41			201,900.00	201,900.00	10,095,000.00
05/01/42	950,000.00	4.000%	201,900.00	1,151,900.00	9,145,000.00
11/01/42			182,900.00	182,900.00	9,145,000.00

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/43	990,000.00	4.000%	182,900.00	1,172,900.00	8,155,000.00
11/01/43			163,100.00	163,100.00	8,155,000.00
05/01/44	1,030,000.00	4.000%	163,100.00	1,193,100.00	7,125,000.00
11/01/44			142,500.00	142,500.00	7,125,000.00
05/01/45	1,070,000.00	4.000%	142,500.00	1,212,500.00	6,055,000.00
11/01/45			121,100.00	121,100.00	6,055,000.00
05/01/46	1,115,000.00	4.000%	121,100.00	1,236,100.00	4,940,000.00
11/01/46			98,800.00	98,800.00	4,940,000.00
05/01/47	1,160,000.00	4.000%	98,800.00	1,258,800.00	3,780,000.00
11/01/47			75,600.00	75,600.00	3,780,000.00
05/01/48	1,210,000.00	4.000%	75,600.00	1,285,600.00	2,570,000.00
11/01/48			51,400.00	51,400.00	2,570,000.00
05/01/49	1,260,000.00	4.000%	51,400.00	1,311,400.00	1,310,000.00
11/01/49			26,200.00	26,200.00	1,310,000.00
05/01/50	1,310,000.00	4.000%	26,200.00	1,336,200.00	-
Total	23,520,000.00		16,799,308.33	40,319,308.33	

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual Through 3/31/2022	Projected Through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 327,190
Developer contribution	-	-	102,277	102,277	-
Interest	-	11	-	11	-
Total revenues	-	11	102,277	102,288	327,190
EXPENDITURES					
Debt service					
Principal	-	-	-	-	120,000
Interest	-	38,070	102,277	140,347	204,554
Cost of issuance	-	47,975	-	47,975	-
Total expenditures	-	86,045	102,277	188,322	324,554
Excess/(deficiency) of revenues over/(under) expenditures	-	(86,034)	-	(86,034)	2,636
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(40,051)	-	(40,051)	-
Total other financing sources/(uses)	-	(40,051)	-	(40,051)	-
Fund balance:					
Net increase/(decrease) in fund balance	-	(126,085)	-	(126,085)	2,636
Beginning fund balance (unaudited)	-	391,968	265,883	391,968	265,883
Ending fund balance (projected)	\$ -	\$ 265,883	\$ 265,883	\$ 265,883	\$ 268,519
Use of fund balance:					
Debt service reserve account balance (required)					(163,596)
Interest expense - November 1, 2023					(100,852)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 4,071</u>

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/21			38,069.73	38,069.73	5,890,000.00
05/01/22			102,276.88	102,276.88	5,890,000.00
11/01/22			102,276.88	102,276.88	5,890,000.00
05/01/23	120,000.00	2.375%	102,276.88	222,276.88	5,770,000.00
11/01/23			100,851.88	100,851.88	5,770,000.00
05/01/24	125,000.00	2.375%	100,851.88	225,851.88	5,645,000.00
11/01/24			99,367.50	99,367.50	5,645,000.00
05/01/25	130,000.00	2.375%	99,367.50	229,367.50	5,515,000.00
11/01/25			97,823.75	97,823.75	5,515,000.00
05/01/26	130,000.00	2.375%	97,823.75	227,823.75	5,385,000.00
11/01/26			96,280.00	96,280.00	5,385,000.00
05/01/27	135,000.00	2.800%	96,280.00	231,280.00	5,250,000.00
11/01/27			94,390.00	94,390.00	5,250,000.00
05/01/28	140,000.00	2.800%	94,390.00	234,390.00	5,110,000.00
11/01/28			92,430.00	92,430.00	5,110,000.00
05/01/29	140,000.00	2.800%	92,430.00	232,430.00	4,970,000.00
11/01/29			90,470.00	90,470.00	4,970,000.00
05/01/30	145,000.00	2.800%	90,470.00	235,470.00	4,825,000.00
11/01/30			88,440.00	88,440.00	4,825,000.00
05/01/31	150,000.00	2.800%	88,440.00	238,440.00	4,675,000.00
11/01/31			86,340.00	86,340.00	4,675,000.00
05/01/32	155,000.00	3.200%	86,340.00	241,340.00	4,520,000.00
11/01/32			83,860.00	83,860.00	4,520,000.00
05/01/33	160,000.00	3.200%	83,860.00	243,860.00	4,360,000.00
11/01/33			81,300.00	81,300.00	4,360,000.00
05/01/34	165,000.00	3.200%	81,300.00	246,300.00	4,195,000.00
11/01/34			78,660.00	78,660.00	4,195,000.00
05/01/35	170,000.00	3.200%	78,660.00	248,660.00	4,025,000.00
11/01/35			75,940.00	75,940.00	4,025,000.00
05/01/36	175,000.00	3.200%	75,940.00	250,940.00	3,850,000.00
11/01/36			73,140.00	73,140.00	3,850,000.00
05/01/37	180,000.00	3.200%	73,140.00	253,140.00	3,670,000.00
11/01/37			70,260.00	70,260.00	3,670,000.00
05/01/38	185,000.00	3.200%	70,260.00	255,260.00	3,485,000.00
11/01/38			67,300.00	67,300.00	3,485,000.00
05/01/39	195,000.00	3.200%	67,300.00	262,300.00	3,290,000.00
11/01/39			64,180.00	64,180.00	3,290,000.00
05/01/40	200,000.00	3.200%	64,180.00	264,180.00	3,090,000.00
11/01/40			60,980.00	60,980.00	3,090,000.00
05/01/41	205,000.00	3.200%	60,980.00	265,980.00	2,885,000.00
11/01/41			57,700.00	57,700.00	2,885,000.00
05/01/42	215,000.00	4.000%	57,700.00	272,700.00	2,670,000.00
11/01/42			53,400.00	53,400.00	2,670,000.00
05/01/43	220,000.00	4.000%	53,400.00	273,400.00	2,450,000.00
11/01/43			49,000.00	49,000.00	2,450,000.00
05/01/44	230,000.00	4.000%	49,000.00	279,000.00	2,220,000.00

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/44			44,400.00	44,400.00	2,220,000.00
05/01/45	240,000.00	4.000%	44,400.00	284,400.00	1,980,000.00
11/01/45			39,600.00	39,600.00	1,980,000.00
05/01/46	250,000.00	4.000%	39,600.00	289,600.00	1,730,000.00
11/01/46			34,600.00	34,600.00	1,730,000.00
05/01/47	260,000.00	4.000%	34,600.00	294,600.00	1,470,000.00
11/01/47			29,400.00	29,400.00	1,470,000.00
05/01/48	270,000.00	4.000%	29,400.00	299,400.00	1,200,000.00
11/01/48			24,000.00	24,000.00	1,200,000.00
05/01/49	280,000.00	4.000%	24,000.00	304,000.00	920,000.00
11/01/49			18,400.00	18,400.00	920,000.00
05/01/50	295,000.00	4.000%	18,400.00	313,400.00	625,000.00
11/01/50			12,500.00	12,500.00	625,000.00
05/01/51	305,000.00	4.000%	12,500.00	317,500.00	320,000.00
11/01/51			6,400.00	6,400.00	320,000.00
05/01/52	320,000.00	4.000%	6,400.00	326,400.00	-
11/01/52			-	-	-
Total	5,890,000.00		4,087,726.63	9,977,726.63	

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

On-Roll Assessments - South

Series 2020		FY 2023				FY 2022
Product/Parcel	Units	GF Assessment per Unit	SRF - South Assessment per Unit	DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
SF 40'	176	\$ 46.28	\$ 356.13	\$ 839.40	\$ 1,241.81	\$ 780.64
SF 50'	190	46.28	445.15	1,049.25	1,540.68	\$ 975.80
SF 60'	81	46.28	534.18	1,259.10	1,839.56	\$ 1,170.96
Total	447					

Off-Roll Assessments - South

Series 2020		FY 2023				FY 2022
Product/Parcel	Units	GF Assessment per Unit	SRF - South Assessment per Unit	DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
SF 40'	337	\$ 43.04	\$ 331.20	\$ 780.64	\$ 1,154.88	\$ 780.64
SF 50'	422	43.04	413.99	975.80	1,432.83	\$ 975.80
SF 60'	210	43.04	496.79	1,170.96	1,710.79	\$ 1,170.96
Total	969					

Series 2021

Series 2021		FY 2023				FY 2022
Product/Parcel	Units	GF Assessment per Unit	SRF - South Assessment per Unit	DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
SF 40'	84	\$ 43.04	\$ 331.20	\$ 798.03	\$ 1,172.27	n/a
SF 50'	220	43.04	413.99	997.53	1,454.56	n/a
SF 60'	34	43.04	496.79	1,197.04	1,736.87	n/a
Total	338					

Off-Roll Assessments - North

		FY 2023				FY 2022
Product/Parcel	Units	GF Assessment per Unit	SRF - North Assessment per Unit	DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
SF 40'	216	\$ 43.04	\$ 11.77	\$ -	\$ 54.81	n/a
SF 50'	418	43.04	14.72	-	57.76	n/a
SF 65'	212	43.04	19.13	-	62.17	n/a
Total	846					

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

9

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2022**

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2022**

	General Fund	Debt Service Fund 2020	Debt Service Fund 2021	Capital Projects Fund 2020	Capital Projects Fund 2021	Total Governmental Funds
ASSETS						
Cash	\$ 49,992	\$ -	\$ -	\$ -	\$ -	\$ 49,992
Investments						
Revenue	-	45,912	48	-	-	45,960
Reserve	-	1,338,412	163,596	-	-	1,502,008
Capitalized interest	-	-	5	-	-	5
Construction	-	-	-	56,768	5,476,487	5,533,255
Undeposited funds	-	11,514	1,952	-	-	13,466
Due from Landowner	4,070	-	-	-	-	4,070
Due from Meritage Homes	1,621	-	-	-	-	1,621
Due from Starlight	24,966	-	-	-	-	24,966
Due from Ashton Woods	2,789	-	-	-	-	2,789
Due from LB Minneola	6,130	-	-	-	-	6,130
Due from Plute Group	5,078	-	-	-	-	5,078
Due from other	-	-	-	651	-	651
Utility deposit	20	-	-	-	-	20
Total assets	<u>\$ 94,666</u>	<u>\$1,395,838</u>	<u>\$165,601</u>	<u>\$ 57,419</u>	<u>\$5,476,487</u>	<u>\$ 7,190,011</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable off-site	\$ 16,082	\$ -	\$ -	\$ -	\$ -	\$ 16,082
Accounts payable on-site	16,250	-	-	-	-	16,250
Contracts payable	-	-	-	-	336,548	336,548
Retainage payable	-	-	-	317,027	17,713	334,740
Due to Landowner	-	12,478	-	3,084	-	15,562
Landowner advance	5,500	-	-	-	-	5,500
Total liabilities	<u>37,832</u>	<u>12,478</u>	<u>-</u>	<u>320,111</u>	<u>354,261</u>	<u>724,682</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	44,654	-	-	-	-	44,654
Total deferred inflows of resources	<u>44,654</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>44,654</u>
Fund balances:						
Restricted for:						
Debt service	-	1,383,360	165,601	-	-	1,548,961
Capital projects	-	-	-	(262,692)	5,122,226	4,859,534
Unassigned	12,180	-	-	-	-	12,180
Total fund balances	<u>12,180</u>	<u>1,383,360</u>	<u>165,601</u>	<u>(262,692)</u>	<u>5,122,226</u>	<u>6,420,675</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 94,666</u>	<u>\$1,395,838</u>	<u>\$165,601</u>	<u>\$ 57,419</u>	<u>\$5,476,487</u>	<u>\$ 7,190,011</u>

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 5,656	\$ 161,430	\$ 456,790	35%
Lot closings	-	6,624	-	N/A
Total revenues	<u>5,656</u>	<u>168,054</u>	<u>456,790</u>	37%
EXPENDITURES				
Professional & administrative				
Management/recording	4,000	36,000	48,000	75%
Legal - general counsel	205	4,117	15,000	27%
Engineering	-	-	7,500	0%
Audit	-	4,400	4,900	90%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	750	1,000	75%
Trustee	-	-	5,500	0%
Telephone	17	150	200	75%
Postage	10	147	50	294%
Printing & binding	4	38	50	76%
Legal advertising	198	647	1,500	43%
Annual district filing fee	-	175	175	100%
Insurance: GL & POL	-	5,175	5,500	94%
Contingencies	117	636	750	85%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,634</u>	<u>52,235</u>	<u>91,790</u>	57%
Field operations and maintenance				
Field operations manager	500	1,300	6,000	22%
Landscaping labor	-	81,250	208,800	39%
Insurance: property	1,690	1,690	3,000	56%
Backflow test	-	-	400	0%
Irrigation repair	-	-	5,000	0%
Plants, shrubs & annuals	-	-	15,000	0%
Tree trimming	-	-	10,000	0%
Signage	-	-	1,000	0%
General maintenance	-	-	4,000	0%
Fence wall repairs	-	-	1,000	0%
Aquatic controls - ponds	-	-	8,000	0%
Electric:				
Irrigation	-	-	2,500	0%
Street lights	3,499	22,265	52,800	42%
Entrance signs	-	-	2,500	0%
Water irrigation	-	-	36,000	0%
Playground ADA mulch	-	-	4,000	0%
Dog porter service	-	-	5,000	0%
Total field operations & maintenance	<u>5,689</u>	<u>106,505</u>	<u>365,000</u>	29%
Total expenditures	<u>10,323</u>	<u>158,740</u>	<u>456,790</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	(4,667)	9,314	-	
Fund balances - beginning	16,847	2,866	-	
Fund balances - ending	<u>\$ 12,180</u>	<u>\$ 12,180</u>	<u>\$ -</u>	

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 902,765	\$ 1,338,413	67%
Lot closing	11,514	48,595	-	N/A
Interest	341	398	-	N/A
Total revenues	<u>11,855</u>	<u>951,758</u>	<u>1,338,413</u>	71%
EXPENDITURES				
Debt service				
Principal	-	455,000	455,000	100%
Interest	-	887,175	887,175	100%
Total debt service	<u>-</u>	<u>1,342,175</u>	<u>1,342,175</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	11,855	(390,417)	(3,762)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	<u>(330)</u>	<u>(387)</u>	-	N/A
Total other financing sources	<u>(330)</u>	<u>(387)</u>	<u>-</u>	N/A
Net change in fund balances	11,525	(390,804)	(3,762)	
Fund balances - beginning	1,371,835	1,774,164	1,786,644	
Fund balances - ending	<u>\$ 1,383,360</u>	<u>\$ 1,383,360</u>	<u>\$ 1,782,882</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 JUNE 30, 2022**

	Current Month	Year To Date
REVENUES		
Lot closing	\$ -	\$ 1,952
Interest	41	52
Total revenues	41	2,004
EXPENDITURES		
Debt service		
Cost of issuance	-	47,974
Interest	-	140,347
Total debt service	-	188,321
Excess/(deficiency) of revenues over/(under) expenditures	41	(186,317)
OTHER FINANCING SOURCES/(USES)		
Transfer out	-	(40,050)
Total other financing sources	-	(40,050)
Net change in fund balances	41	(226,367)
Fund balances - beginning	165,560	391,968
Fund balances - ending	\$ 165,601	\$ 165,601

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year To Date
REVENUES		
Interest	\$ 135	\$ 288
Total revenues	135	288
EXPENDITURES		
Capital outlay	470,520	4,954,389
Total expenditures	470,520	4,954,389
Excess/(deficiency) of revenues over/(under) expenditures	(470,385)	(4,954,101)
OTHER FINANCING SOURCES/(USES)		
Transfer in	330	387
Total other financing sources/(uses)	330	387
Net change in fund balances	(470,055)	(4,953,714)
Fund balances - beginning	207,363	4,691,022
Fund balances - ending	\$ (262,692)	\$ (262,692)

**HILLS OF MINNEOLA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED JUNE 30, 2022**

	Current Month	Year To Date
	<u> </u>	<u> </u>
REVENUES		
Interest	\$ 1,347	\$ 1,584
Total revenues	<u>1,347</u>	<u>1,584</u>
 EXPENDITURES		
Capital outlay	<u>354,260</u>	<u>354,260</u>
Total expenditures	<u>354,260</u>	<u>354,260</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (352,913)	 (352,676)
 OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>40,050</u>
Total other financing sources/(uses)	<u>-</u>	<u>40,050</u>
 Net change in fund balances	 (352,913)	 (312,626)
Fund balances - beginning	<u>5,475,139</u>	<u>5,434,852</u>
Fund balances - ending	<u><u>\$ 5,122,226</u></u>	<u><u>\$ 5,122,226</u></u>

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

10

DRAFT

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

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The Board of Supervisors of the Hills of Minneola Community Development District held a Regular Meeting on May 23, 2022 at 1:00 p.m., at the City of Minneola City Hall, 800 N. U.S. Highway 27, Minneola, Florida 34715.

Present were:

Richard Jerman	Chair
Denver Marlow	Vice Chair
James Dunn	Assistant Secretary
Max Perlman	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC
Vanessa Steinerts (via telephone)	District Counsel
Mark Hills	Operations

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 1:01 p.m. Supervisors Jerman, Marlow, Dunn and Perlman were present, in person. Supervisor Edwards was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Max Perlman, Seat 5 (the following to be provided in a separate package)

Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Perlman and informed Mr. Perlman that the Board previously voted for a slate of

39 officers after his appointment and that he would be added to the slate of officers as an
40 Assistant Secretary. He provided and briefly explained the following items:

- 41 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 42 **B. Membership, Obligations and Responsibilities**
- 43 **C. Financial Disclosure Forms**
 - 44 **I. Form 1: Statement of Financial Interests**
 - 45 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 46 **III. Form 1F: Final Statement of Financial Interests**
- 47 **D. Form 8B – Memorandum of Voting Conflict**

48

49	FOURTH ORDER OF BUSINESS	Consideration of Resolution 2022-07,
50		Amending the General Fund and Debt
51		Service Fund Portions of the Budget for
52		Fiscal Year 2022; and Providing for an
53		Effective Date

54
55 Mr. Rom presented Resolution 2022-07. The Fiscal Year 2022 budget must be amended
56 because expenditures exceed budget. He reviewed the updated version of the Amended Fiscal
57 Year 2022 budget emailed to the Board yesterday.

58

59 **On MOTION by Mr. Dunn and seconded by Mr. Marlow, with all in favor,**
60 **Resolution 2022-07, Amending the General Fund and Debt Service Fund**
61 **Portions of the Budget for Fiscal Year 2022; and Providing for an Effective Date,**
62 **was adopted.**

63

65	FIFTH ORDER OF BUSINESS	Consideration of Resolution 2022-08,
66		Approving a Proposed Budget for Fiscal
67		Year 2022/2023 and Setting a Public
68		Hearing Thereon Pursuant to Florida Law;
69		Addressing Transmittal, Posting and
70		Publication Requirements; Addressing
71		Severability; and Providing an Effective
72		Date

73

74 Mr. Rom presented Resolution 2022-08. He reviewed the updated version of the
75 proposed Fiscal Year 2023 budget emailed to the Board yesterday.

76 Mr. Jerman suggested pro-rating some of the costs, as he felt that the rest of the CDD
77 should not have to pay for the south. Ms. Cerbone stated that Mr. Jerman asked to bifurcate
78 the arbitrage, debt service fund and dissemination agent line items. Management accomplishes
79 this for other CDDs on the Debt Service Fund budget. For example, "Dissemination agent"
80 \$1,000 per bond series would go on the 2020, 2021 and 2022, assuming bonds are issued by
81 the end of the year. She would check if the same can be done with the Debt Service Fund
82 accounting after the budget is scrutinized for any additional changes.

83 The General Fund, assessments, bond size and bond validation hearing were discussed.

84 Mr. Hills reviewed the "Field operations and maintenance" line items, provided updates
85 and highlighted increases and adjustments and the reasons for any changes.

86 Irrigation, installing a border around the playground to keep mulch from washing out,
87 landscaping, the well and Americans with Disability Agency (ADA) compliance were discussed.

88 Regarding breaking Debt Service expenses out of the General Fund, potentially to each
89 Debt Service Fund budget, and/or finding a different way in the General Fund to allocate such
90 costs to separate the south and north, Ms. Cerbone suggested Staff present a revised proposed
91 Fiscal Year 2023 budget at the next meeting that takes those items into consideration.

92 Mr. Jerman would coordinate with Staff regarding costs related to bond issuance and
93 the potential move to Debt Service Fund account budgets. "Field ops" must be removed from
94 the assessments going to Pulte. The intent is to produce a budget that distributes the Debt
95 Service Fund between the north and south in the other related Debt Service requirements and
96 remove "Field ops" from the assessments for the north.

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98 **On MOTION by Mr. Marlow and seconded by Mr. Dunn, with all in favor,**
99 **Resolution 2022-08, Approving a Proposed Budget for Fiscal Year 2022/2023, as**
100 **amended and subject to further review, and Setting a Public Hearing Thereon**
101 **Pursuant to Florida Law for August 22, 2022 at 1:00 p.m., at the City of**
102 **Minneola City Hall, 800 N. US Hwy 27, Minneola, Florida 34715; Addressing**
103 **Transmittal, Posting and Publication Requirements; Addressing Severability;**
104 **and Providing an Effective Date, was adopted.**

105 **SIXTH ORDER OF BUSINESS**

Consideration of Resolution 2022-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date

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Mr. Rom presented Resolution 2202-09.

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On MOTION by Mr. Marlow and seconded by Mr. Perlman, with all in favor, Resolution 2022-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date, was adopted.

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120 **SEVENTH ORDER OF BUSINESS**

Update: Landscape Maintenance and Irrigation Services RFP

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123 Mr. Rom recalled that a Request for Proposals (RFP) for Landscape Maintenance and
124 Irrigation Services was publicized at the start of the calendar year but the Board later opted to
125 suspend it to facilitate certain installations. Staff publicized another RFP on May 13, 2022. The
126 award of contract was scheduled to be made at the June 27th Regular Meeting. Mr. Jerman
127 suggested considering the RFP responses at the July 25, 2022 meeting to allow time for
128 landscape clean up prior to potentially awarding the contract.

129

On MOTION by Mr. Jerman and seconded by Mr. Dunn, with all in favor, awarding the Landscape Maintenance and Irrigation contract at the July 25, 2022 meeting rather than at the June 27, 2022 meeting, was approved.

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135 Mr. Hills presented photographs and reported that the landscaping has deteriorated
136 considerably, weeds have overtaken the shrubs and grass and maintenance has not been done
137 properly by the current contractor. Proposals were obtained and a company was hired to
138 commence interim maintenance on June 1, 2022. Mr. Rom stated that the company hired is
139 Yellowstone, which is one of the two respondents to the first RFP and is currently the only
140 respondent to the May 13, 2022 RFP. Yellowstone will charge a one-time cleanup fee of \$6,000.

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On MOTION by Mr. Jerman and seconded by Mr. Dunn, with all in favor, terminating the BWG Landscape Services contract immediately and engaging Yellowstone in the interim, effective June 1, 2022, based on the proposal presented by Mr. Hills, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of FMSbonds, Inc., Rule G17 Disclosure Letter

Mr. Rom presented the FMSbonds, Inc., Rule G17 Disclosure Letter. FMSbonds will serve as Underwriter in connection with the financing of the Series 2022 or 2023 bonds.

On MOTION by Mr. Marlow and seconded by Mr. Jerman, with all in favor, the FMSbonds, Inc., Rule G17 Disclosure Letter, was approved.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of April 30, 2022

Mr. Rom presented the Unaudited Financial Statements as of April 30, 2022.

On MOTION by Mr. Jerman and seconded by Mr. Marlow, with all in favor, the Unaudited Financial Statements as of April 30, 2022, were accepted.

TENTH ORDER OF BUSINESS

Approval of March 28, 2022 Regular Meeting Minutes

Mr. Rom presented the March 28, 2022 Regular Meeting Minutes.

On MOTION by Mr. Marlow and seconded by Mr. Dunn, with all in favor, the March 28, 2022 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: *Straley Robin Vericker***
- B. District Engineer: *Poulos & Bennett, LLC***

179 There were no District Counsel or District Engineer reports.

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

181 • NEXT MEETING DATE: June 27, 2022 at 1:00 p.m.

182 ○ QUORUM CHECK

183 The June 27, 2022 meeting was cancelled; the next meeting would be on July 25, 2022.

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185 TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

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187 There were no Board Members' comments or requests.

188

189 THIRTEENTH ORDER OF BUSINESS

Public Comments

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191 There were no public comments.

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193 FOURTEENTH ORDER OF BUSINESS

Adjournment

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

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197 **On MOTION by Mr. Dunn and seconded by Mr. Perlman, with all in favor, the**
198 **meeting adjourned at 1:38 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

11CI



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April 19, 2022

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

Re: District Counts

The number of registered voters within the Hills of Minneola Community Development District as of April 15, 2022 is 0.

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

Sincerely,

A handwritten signature in blue ink that reads 'D. Alan Hays'.

D. Alan Hays
Lake County Supervisor of Elections

OUR COMMITMENT

✓ Voter Confidence ✓ Excellent Service ✓ Accurate & Efficient Elections ✓ Responsible Financial Stewardship

HILLS OF MINNEOLA

COMMUNITY DEVELOPMENT DISTRICT

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HILLS OF MINNEOLA COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

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