



**HILLCREST
COMMUNITY DEVELOPMENT
DISTRICT**

**BROWARD COUNTY
REGULAR BOARD MEETING
MARCH 16, 2023
8:30 A.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

www.hillcrestcdd.org
786.347.2700 ext. 2027 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
Parkview at Hillcrest Clubhouse Community Room
4600 Hillcrest Drive
Hollywood, Florida 33021
REGULAR BOARD MEETING
March 16, 2023
8:30 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish a Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. October 20, 2022 Regular Board Meeting.....Page 2
- G. Old Business
 - 1. Staff Report, as Required
- H. New Business
 - 1. Consider Resolution No. 2023-01 – Adopting a FY 2023/2024 Proposed Budget.....Page 4
 - 2. Discussion Regarding Stormwater System Cleaning.....Page 12
 - 3. Consider Resolution No. 2023-02 – Adopting Public Records Retention Policy.....Page 23
- I. Administrative & Operational Matters
- J. Board Members & Staff Closing Comments
- K. Adjourn

Miscellaneous Notices

Published in Broward Daily Business Review on March 6, 2023

Location

Broward County, Florida

Notice Text

NOTICE OF REGULAR BOARD MEETING OF THE
HILLCREST COMMUNITY
DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Hillcrest Community Development District (the "District") will hold a Regular Board Meeting (the "Meeting") of its Board of Supervisors (the "Board") on March 16, 2023, at 8:30 a.m. in the Community Room located at Parkview at Hillcrest Clubhouse at 4600 Hillcrest Drive, Hollywood, Florida 33021. The Meeting is being held for the necessary public purpose of considering any District business which may lawfully and properly come before the Board. At such time the Board is so authorized and may consider any business that may properly come before it.

A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or nnguyen@sdsinc.org (the "District Manager's Office") during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting. Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Anyone requiring assistance in order to participate in this Meeting should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this Meeting because of a disability or physical impairment is strongly encouraged to contact the District Manager's Office at least forty-eight (48) hours in advance so that arrangements may be made.

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

District Manager

HILLCREST COMMUNITY DEVELOPMENT DISTRICT

www.hillcrestcdd.org

3/6 23-37/0000649574B

**HILLCREST COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 20, 2022**

A. CALL TO ORDER

The Regular Board Meeting of the Hillcrest Community Development District (the “District”) was called to order at 8:37 a.m. in the Parkview at Hillcrest Clubhouse Community Room located at 4600 Hillcrest Drive, Hollywood, Florida 33021.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the Regular Board Meeting had been published in the *Broward Daily Business Review* on October 11, 2022, as part of the District’s Fiscal Year 2022/2023 Regular Meeting Schedule, *as legally required*.

C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Chairman David Kanarek, Vice Chairman Daniel Lemus and Supervisor Jamaine Lemon constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Nancy Nguyen of Special District Services, Inc. and District Counsel Jonathan Johnson (via speakerphone) of Kutak Rock LLP.

Also in attendance was: Amarilis Rodriguez, Manager for Parkview at Hillcrest Homeowners Association, Inc.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. June 16, 2022, Regular Board and Public Hearing Meeting

Ms. Nguyen presented the minutes of the June 16, 2022, Regular Board Meeting and Public Hearing and asked if there were any corrections and/or revisions. There being none, a **motion** was made by Mr. Lemon, seconded by Mr. Kanarek and passed unanimously approving the June 16, 2022, Regular Board Meeting and Public Hearing minutes, *as presented*.

G. OLD BUSINESS

1. Staff Report, as Required

There was no staff report at this time.

H. NEW BUSINESS

1. Consideration Resolution No. 2022-06 – Adopting a FY 2021/2022 Amended Budget

Ms. Nguyen presented Resolution No. 2022-06, entitled:

RESOLUTION NO. 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen read the title into the record and provided an explanation for the document. She indicated that there was an operating fund balance of approximately \$50,000 at the end of the fiscal year. A discussion ensued after which:

A **motion** was made by Mr. Lemus, seconded by Mr. Kanarek and unanimously passed to adopt Resolution No. 2022-06, *as presented*, thereby setting the amended/revised budget for the 2021/2022 fiscal year.

I. ADMINISTRATIVE MATTERS

1. Staff Report, as Required

There were no administrative matters to discuss at this time.

J. BOARD MEMBER COMMENTS

Ms. Nguyen stated that the next District meeting was scheduled January 19, 2023. She explained that if there is no District business to conduct, that meeting will be canceled and the next meeting will be held on March 16, 2023.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Kanarek, seconded by Mr. Lemus and passed unanimously to adjourn the meeting at 8:41 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Hillcrest Community Development District (“**District**”) prior to June 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: May 18, 2023

HOUR: 8:30 a.m.

LOCATION: Parkview at Hillcrest Clubhouse Community Room
4600 Hillcrest Drive
Hollywood, Florida 33321

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Broward County and the City of Hollywood, Florida at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 16th DAY OF March, 2023.

ATTEST:

**HILLCREST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Hillcrest
Community Development District

**Proposed Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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PROPOSED BUDGET
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
O&M Assessments	133,897
Debt Assessments	662,543
Interest Income	240
TOTAL REVENUES	\$ 796,680
EXPENDITURES	
Supervisor Fees	0
Engineering/Inspections	3,000
Management	37,728
Legal	15,000
Assessment Roll	5,000
Audit Fees	3,900
Arbitrage Rebate Fee	650
Insurance	7,200
Legal Advertisements	1,400
Miscellaneous	900
Postage	300
Office Supplies	550
Dues & Subscriptions	175
Trustee Fees	3,800
Continuing Disclosure Fee	500
Stormwater System Maintenance	16,000
Miscellaneous Lake Maintenance	13,000
Perimeter Wall	8,000
Stormwater 20-Year Analysis Report	3,000
Maintenance Contingency	6,000
TOTAL EXPENDITURES	\$ 126,103
REVENUES LESS EXPENDITURES	\$ 670,577
Bond Payments	(622,790)
BALANCE	\$ 47,787
County Appraiser & Tax Collector Fee	(15,929)
Discounts For Early Payments	(31,858)
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
O&M Assessments	86,604	134,086	133,897	Expenditures/.94
Debt Assessments	662,543	662,543	662,543	Bond Payments/.94
Interest Income	196	120	240	Interest Projected At \$20 Per Month
TOTAL REVENUES	\$ 749,343	\$ 796,749	\$ 796,680	
EXPENDITURES				
Supervisor Fees	0	0	0	
Engineering/Inspections	7,548	3,000	3,000	No Change From 2022/2023 Budget
Management	35,580	36,636	37,728	CPI Adjustment (Capped At 3%)
Legal	3,348	17,000	15,000	\$2,000 Decrease From 2022/2023 Budget
Assessment Roll	5,000	5,000	5,000	As Per Contract
Audit Fees	3,700	3,800	3,900	\$100 Increase From 2022/2023 Budget
Arbitrage Rebate Fee	650	650	650	No Change From 2022/2023 Budget
Insurance	6,249	6,700	7,200	Fiscal Year 2022/2023 Expenditure Was \$6,718
Legal Advertisements	678	1,500	1,400	\$100 Decrease From 2022/2023 Budget
Miscellaneous	239	1,000	900	\$100 Decrease From 2022/2023 Budget
Postage	437	300	300	No Change From 2022/2023 Budget
Office Supplies	400	600	550	\$50 Decrease From 2022/2023 Budget
Dues & Subscriptions	175	175	175	No Change From 2022/2023 Budget
Trustee Fees	3,709	3,800	3,800	No Change From 2022/2023 Budget
Continuing Disclosure Fee	500	1,000	500	\$500 Decrease From 2022/2023 Budget
Stormwater System Maintenance	0	16,000	16,000	No Change From 2022/2023 Budget
Miscellaneous Lake Maintenance	0	13,000	13,000	No Change From 2022/2023 Budget
Perimeter Wall	0	8,000	8,000	No Change From 2022/2023 Budget
Stormwater 20-Year Analysis Report	0	3,000	3,000	Second Of Five Years - Total Cost = \$15,000
Maintenance Contingency	30,189	5,000	6,000	Maintenance Contingency
TOTAL EXPENDITURES	\$ 98,402	\$ 126,161	\$ 126,103	
REVENUES LESS EXPENDITURES	\$ 650,941	\$ 670,588	\$ 670,577	
Bond Payments	(635,301)	(622,790)	(622,790)	2024 P & I Payments Less Earned Interest
BALANCE	\$ 15,640	\$ 47,798	\$ 47,787	
County Appraiser & Tax Collector Fee	(2,082)	(15,933)	(15,929)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(28,707)	(31,865)	(31,858)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ (15,149)	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	544	25	100	Projected Interest For 2023/2024
NAV Tax Collection	635,301	622,790	622,790	Maximum Debt Service Collection
Total Revenues	\$ 635,845	\$ 622,815	\$ 622,890	
EXPENDITURES				
Principal Payments	180,000	195,000	200,000	Principal Payment Due In 2024
Interest Payments	435,994	425,844	418,775	Interest Payments Due In 2024
Bond Redemption	0	1,971	4,115	Estimated Excess Debt Collections
Total Expenditures	\$ 615,994	\$ 622,815	\$ 622,890	
Excess/ (Shortfall)	\$ 19,851	\$ -	\$ -	

Series 2018 Bond Information

Original Par Amount =	\$9,805,000	November 1st
Interest Rate =	3.625% - 5.000%	May 1st & November 1st
Issue Date =	January 2018	
Maturity Date =	November 2048	
Par Amount As Of 1/1/23 =	\$9,090,000	

HILLCREST COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON

	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Projected Assessment*
O & M For Single Familys	\$ 134.27	\$ 133.70	\$ 207.90	\$ 207.60
<u>Debt For Single Familys</u>	<u>\$ 1,146.80</u>	<u>\$ 1,146.80</u>	<u>\$ 1,146.80</u>	<u>\$ 1,146.80</u>
Total For Single Family	\$ 1,281.07	\$ 1,280.50	\$ 1,354.70	\$ 1,354.40
O & M For Townhomes	\$ 134.27	\$ 133.70	\$ 207.90	\$ 207.60
<u>Debt For Townhomes</u>	<u>\$ 938.29</u>	<u>\$ 938.29</u>	<u>\$ 938.29</u>	<u>\$ 938.29</u>
Total For Townhomes	\$ 1,072.56	\$ 1,071.99	\$ 1,146.19	\$ 1,145.89

* Assessments Include the Following:

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information:

Single Familys: 275 Units
Townhomes: 370 Units
 Total: 645 Units



PROPOSAL

4122 NE 22nd Court, Homestead, FL 33033
Tel 786-694-0709
E-mail: operations@raptorvac.com
www.raptorvac.com

STORM DRAIN MAINTENANCE

PROPOSAL SUBMITTED TO: Hillcrest CDD % SDS, Inc.	PROJECT NAME: Hillcrest
BUSINESS ADDRESS: 2501A Burns Road, Palm Beach Gardens, FL	PROJECT LOCATION: 4515 Greenway Dr, Hollywood, FL 33021
TELEPHONE: 561-630-4922	DATE: February 28, 2023

We hereby propose to furnish all labor and equipment to complete the work outlined in this proposal in accordance with the Scope of Work listed below.

SCOPE OF WORK: Vac-con combination sewer cleaner truck to vacuum sediment out of forty five (45) catch basin structures. Disposal of spoils at Miami Dade County Treatment Plant.

COST: We propose to conduct this work in accordance with the above Scope of Work for the sum of \$4,950.00.

Four Thousand Nine Hundred Fifty Dollars and 00/100 Cents

TERMS: Net 30

ACCEPTANCE: Client hereby accepts and agrees to the terms, Scope of Work, and all other conditions and specifications hereinabove. Raptor Vac Systems is authorized to perform the work. Payment shall be made in accordance with the provisions contained hereinabove.

Accepted by:

Authorized Representative's Signature

Date of Acceptance



PO Box 560951 Miami, FL 33256 Phone (305) 270-3233 Fax (305) 259-4214

March 8, 2023

Hill Crest CDD
4209 Washington St
Hollywood, FL 33021
ATTN: Ryan Quiroga

STORM DRAIN CLEANING

(45) Catch Basins/Storm Manholes

Vacuum pump truck to remove debris from each drain and pit.
Pressure jet clean drains pit walls and bottom.
Remove debris from area.

All work is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Total cost of job for all drains: Total: \$ 5,625.00

With payment to be made at: Terms: COD.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Sincerely submitted,

Oscar Vinces

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____ Date: _____

Note: Proposal may be withdrawn by us if not accepted within 30 days.

March 10, 2023

Hill Crest CDD

4209 Washington St,
Hollywood, FL 33021

RE: Catch Basins Cleaning

Thank you for the opportunity to quote you on the services needed at the afore mentioned facility.

Proposal for scope of work:

- Cleaning service of forty-five (45) catch basins at: 4209 Washington St, Hollywood, FL 33021
- Mobilization.
- Disposal of all sediments at approved site.

Service cost shall be \$12,125.00.

Upon completion of service, payment is due.

TERMS AND CONDITIONS

(1) ACCEPTANCE OF PROPOSAL. This is a Proposal; it shall become a binding Agreement once signed by both parties and shall remain valid for (30) days from the date signed by Pump Outs Unlimited Corp (POUC).

(2) EXPECTED LIABILITY. POUC shall not be responsible for damages or delays either before commencement of, or during the said work described here on and/or account of transportation difficulties, war, strikes, accidents, act of God, fire, sudden rains, windstorms, other casualty or that of other causes beyond its control.

(3) INSURANCE. POUC shall carry standard form workers' compensation and general liability insurance and Customer agrees to look only to POUC's insurance relative to any claim arising from POUC's performance.

(4) WORKING CONDITIONS. POUC's employees shall not be required to work in hazardous conditions, and the Customer agrees to address these conditions to POUC's satisfaction as well as cooperate with POUC to provide a safe working environment.

(5) DAMAGE TO POUC'S WORK. The Customer shall be fully responsible for the costs of any damage to POUC's work or equipment caused by Customer, its agents, contractors, subcontractors or third parties. Customer shall immediately reimburse POUC for the costs necessitated by repairs to such damage, including labor, material, expenses and 30 % for overhead and profit. Customer assumes the risk of loss or damage resulting from fire, theft, misuse, abuse, natural elements, or vandalism, and Customer agrees to reimburse POUC for any such loss or damage.

(6) CHANGES AND/OR ALTERATIONS. In the event there are any changes after POUC has computed its costs, then it is agreed that the Customer and POUC shall compute the additional cost for such changes and thereby agree upon the sum to be added to the amount set in this Agreement.

(7) COMPLETION AND ACCEPTANCE. Customer shall immediately inspect the work performed by POUC and any aspect of the work not acceptable to Customer must be specifically noticed in writing to POUC within 1 day of POUC's performance of its work. POUC shall then be given a reasonable opportunity to address such issue. A full and complete acceptance of the work shall be presumed upon the Customer making payment.

(8) PAYMENT. In the event any balance due POUC is not paid upon completion of POUC's service, then the Customer shall be in default. Customer shall be responsible to pay interest at the rate of 1½% per month (18% per annum) on any unpaid amount and to pay all costs and expenses, including but not limited to reasonable attorney's fees and costs, incurred by POUC in collecting any outstanding amount due under this Agreement, or enforcing its rights hereunder, with or without suit. Proper venue for any litigation stemming from this Agreement will be a court of competent jurisdiction in Miami-Dade County, Florida. POUC reserves the right to lien any job and/or property where payment is not timely and fully made.

(9) WARRANTY. POUC warrants to Customer only that all work furnished by it will be of standard quality, type and condition, free from defects, and will be performed in a good workmanlike manner. POUC hereby agrees to address any defective workmanship for up to 90 days after performance upon receipt of proper notice in writing, by certified mail, providing that the job complained of has been paid for in full. There is no warranty if the total Agreement price is not paid in full or if the work supplied by POUC is misused, abused or modified in any way. All warranty work shall be performed during normal business hours. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. POUC WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY CLAIM AGAINST POUC OR ITS AGENTS, OFFICERS, AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF ITS WORK AND ONLY IF SUCH WORK IS FOUND TO BE DEFECTIVE.

(10) JOB COSTS/INCREASES/AVAILABILITY. Customer shall reimburse POUC for all fees incurred in connection with permits necessary for the work. If material or equipment, which POUC is required to furnish under this Agreement, becomes unavailable, either temporarily or permanently, subsequent to the execution of the Agreement, through causes beyond the control and without the fault of POUC, then in the case of temporary unavailability, the Agreement time shall be extended in writing for such period of time as POUC shall be delayed by such unavailability; and in the case of permanent unavailability, POUC shall be excused from the requirement of furnishing such work. The Customer agrees to pay POUC any increase in cost of the material or equipment of furnishing which has become permanently unavailable and the cost of the closest substitute which is then reasonably available. If any changes are made by altering, adding to or deducting from the work, the Agreement price shall be adjusted accordingly.

(11) PRIOR AGREEMENTS/AMENDMENTS. This Agreement contains the entire agreement between the parties and supersedes and replaces any and all prior agreements, whether oral or written. The Agreement may only be amended or modified by a written agreement executed by all parties. Oral representations may not be relied on. The Customer signing this proposal and Agreement represents he/she is the lawful owner of the property where the work is being performed. Failure to enforce all or any of the terms or conditions of this Agreement shall not be interpreted as a waiver of their continuing effect thereof.

(12) LIMITATION OF LIABILITY. POUC's liability in any action related to this Agreement or the work performed hereunder, shall in no event exceed the amount of the Agreement and such liability may be fully discharged by a reimbursement of any payments received by POUC under this Agreement. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for POUC's own negligence. Notwithstanding anything else to the contrary. POUC shall have no liability or responsibility for any damages caused by others or for damages either before commencement of, or during the said work, or after said work, caused by structural faults, strikes, war, Acts of God, sudden rain, wind storms, vandalism, theft or any event beyond its reasonable control. POUC shall not be liable for any damages resulting from the incompatibility with the Customer's existing conditions. Any interruption in the work agreed upon in this Agreement which results in lost time and is not the fault of POUC, or which is beyond the reasonable control of POUC, will be billed to the Customer as an extra cost according to time lost.

(13) RIGHTS, RESPONSIBILITIES AND DISCLAIMERS.

A. POUC disclaims responsibility for conditions which are hidden or otherwise not reasonably discoverable by POUC.

B. Customer acknowledges and agrees that its failure to make timely payments to POUC shall constitute a material breach of this Agreement.

C. It is understood and agreed that POUC shall receive written notice of any breach, default or failure to perform, specifying in detail POUC's unsatisfactory performance and providing a reasonable opportunity for POUC to cure such unsatisfactory issue, and POUC must fail to commence and diligently pursue a cure, before POUC shall be considered in breach or default, or be terminated for cause, and before Customer may take over the Work or withhold payments from POUC.

D. Any controversy or claim shall be resolved by first submitting same to mediation before an impartial mediator selected by both parties (who shall equally share the mediator's fees and costs). Mediation to take place in Miami-Dade County, Florida.

E. The prevailing party in any action taken by a party to this Agreement to enforce or interpret the terms of this Agreement shall recover its reasonable legal fees and costs, from the other party.

F. If Customer fails to comply with these terms and conditions or if Customer's credit becomes unsatisfactory in POUC's sole discretion, then POUC reserves the right to terminate, suspend or slow its work upon notice to Customer.

G. Customer certifies it is financially solvent and it will immediately advise POUC if it becomes insolvent or unable to promptly pay its bills.

H. Customer agrees to advise POUC in writing of any changes in ownership of any Customer entity or of the property upon which POUC is performing its work within 5 days of such change.

PUMP OUTS UNLIMITED CORP.

CUSTOMER:

SIGNATURE: _____

SIGNATURE: _____

PRINT: _____

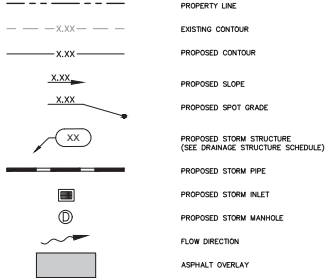
PRINT: _____

DATE: _____

DATE: _____

HILLCREST COUNTRY CLUB REDEVELOPMENT PHASE I - PAVING, GRADING AND DRAINAGE PLAN
 SHEET C-214
 DATE: 8/22/2016
 PROJECT NO. 047897016
 SHEET NUMBER C-214
 DESIGNER: KIMLEY-HORN AND ASSOCIATES, INC.
 445 24th STREET, SUITE 200, VERO BEACH, FL 32909
 WWW.KIMLEY-HORN.COM
 CA 0000068

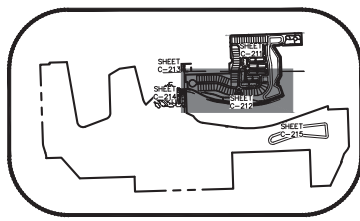
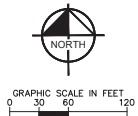
LEGEND



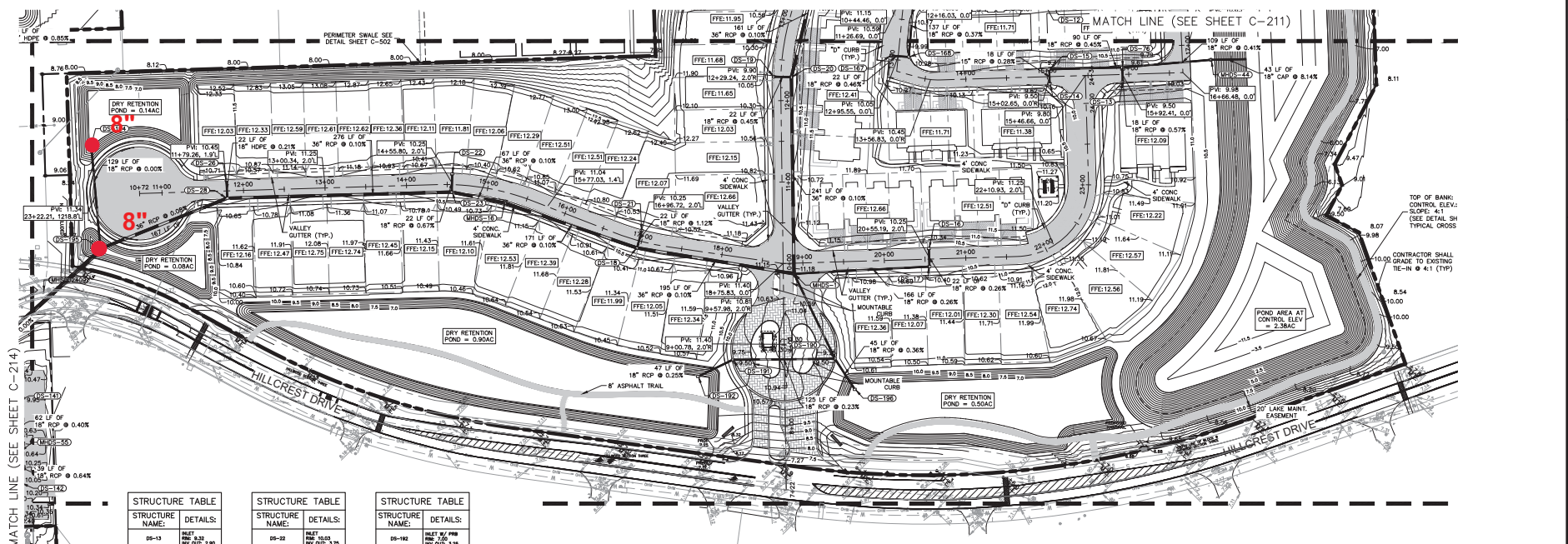
- NOTES:**
1. MINIMUM CROWN OF ROAD = 9.50'
 2. CONTROL WATER ELEVATION = 0.50' NAVD 88'
 3. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE POINT-OF-WAY. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
 4. ALL ELEVATIONS REFERENCED ARE IN NAVD 88'
 5. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SLT AND DEBRIS.
 6. ALL STORM PIPE EXTENDING STRUCTURES SHALL BE GROUDED TO ASSURE CONNECTION AT STRUCTURE.
 7. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
 8. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTIGUOUS GRADE.
 9. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
 10. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.

FINISHED FLOOR ELEVATIONS REFERENCED ON THIS SHEET REFER TO THE LOWEST FINISHED FLOOR LOCATED ON THE PARCEL (I.E. GARAGE FLOOR)

BUILDING PAD GRADING NOTE:
 SINGLE FAMILY = 8" BELOW F.F.E.
 TOWNHOUSE = 11" BELOW F.F.E.



KEY MAP



STRUCTURE NAME	DETAILS
DS-13	MANHOLE RIP 12.32 RIP OUT 2.80
DS-14	MANHOLE RIP 12.32 RIP OUT 1.40
DS-15	MANHOLE RIP 12.32 RIP OUT 1.36
DS-16	MANHOLE RIP 12.05 RIP OUT 3.40
DS-17	MANHOLE RIP 12.03 RIP OUT 3.44
DS-18	MANHOLE RIP 12.03 RIP OUT 3.75
DS-19	MANHOLE RIP 12.03 RIP OUT 3.80
DS-20	MANHOLE RIP 12.03 RIP OUT 1.36
DS-21	MANHOLE RIP 12.03 RIP OUT 3.35

STRUCTURE NAME	DETAILS
DS-22	MANHOLE RIP 12.03 RIP OUT 3.75
DS-23	MANHOLE RIP 12.03 RIP OUT 1.94
DS-24	MANHOLE RIP 12.03 RIP OUT 4.15
DS-25	MANHOLE RIP 12.03 RIP OUT 3.54
DS-26	MANHOLE RIP 12.03 RIP OUT 0.85
DS-27	MANHOLE RIP 12.03 RIP OUT 1.75
DS-28	MANHOLE RIP 12.03 RIP OUT 1.65
DS-29	MANHOLE RIP 12.03 RIP OUT 1.65
DS-30	MANHOLE RIP 12.03 RIP OUT 2.84
DS-31	MANHOLE RIP 12.03 RIP OUT 3.13

STRUCTURE NAME	DETAILS
DS-32	MANHOLE RIP 12.03 RIP OUT 3.35
DS-33	MANHOLE RIP 12.03 RIP OUT 3.50
DS-34	MANHOLE RIP 12.03 RIP OUT 2.36
DS-35	MANHOLE RIP 12.03 RIP OUT 3.00
MS-1	MANHOLE RIP 12.03 RIP OUT 1.30
MS-2	MANHOLE RIP 12.03 RIP OUT 1.30
MS-3	MANHOLE RIP 12.03 RIP OUT 1.30
MS-4	MANHOLE RIP 12.03 RIP OUT 1.30

Kimley-Horn
 DESIGNER: KIMLEY-HORN AND ASSOCIATES, INC.
 445 24th STREET, SUITE 200, VERO BEACH, FL 32909
 WWW.KIMLEY-HORN.COM
 CA 0000068

DESIGNED BY: AS
 DRAWN BY: AS
 CHECKED BY: KFH
 DATE: 8/22/2016

PAVING, GRADING, AND DRAINAGE PLAN AND DRAINAGE PLAN

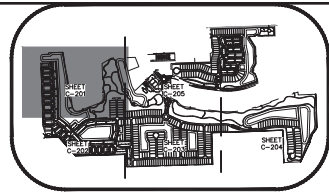
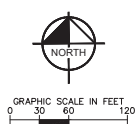
HILLCREST COUNTRY CLUB REDEVELOPMENT PHASE I
 4600 HILLCREST DRIVE
 HOLLYWOOD, FL 33021

DATE: 8/22/2016
 PROJECT NO. 047897016
 SHEET NUMBER C-214

HILLCREST COUNTRY CLUB REDEVELOPMENT PHASE II-IV
 4600 HILLCREST DRIVE HOLLYWOOD, FL 33021
 DATE: 01/06/2016 PROJECT NO: 047897016 SHEET NUMBER: C-201
 DESIGNER: KIMLEY-HORN AND ASSOCIATES, INC. 2023 KIMLEY-HORN AND ASSOCIATES, INC. 440 24TH STREET, SUITE 200, VERO BEACH, FL 32909 WWW.KIMLEY-HORN.COM
 DESIGNED BY: ANNA F. HUSSENY FLORIDA LICENSE NUMBER: 75481
 DRAWN BY: ASS. CHECKED BY: KFH DATE: 06/27/2018 REVISIONS:

LEGEND

- PROPERTY LINE
- - - - - EXISTING CONTOUR
- - - - - PROPOSED CONTOUR
- - - - - PROPOSED SLOPE
- - - - - PROPOSED SPOT GRADE
- XX PROPOSED STORM STRUCTURE (SEE DRAINAGE STRUCTURE SCHEDULE)
- PROPOSED STORM PIPE
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- FLOW DIRECTION
- ASPHALT



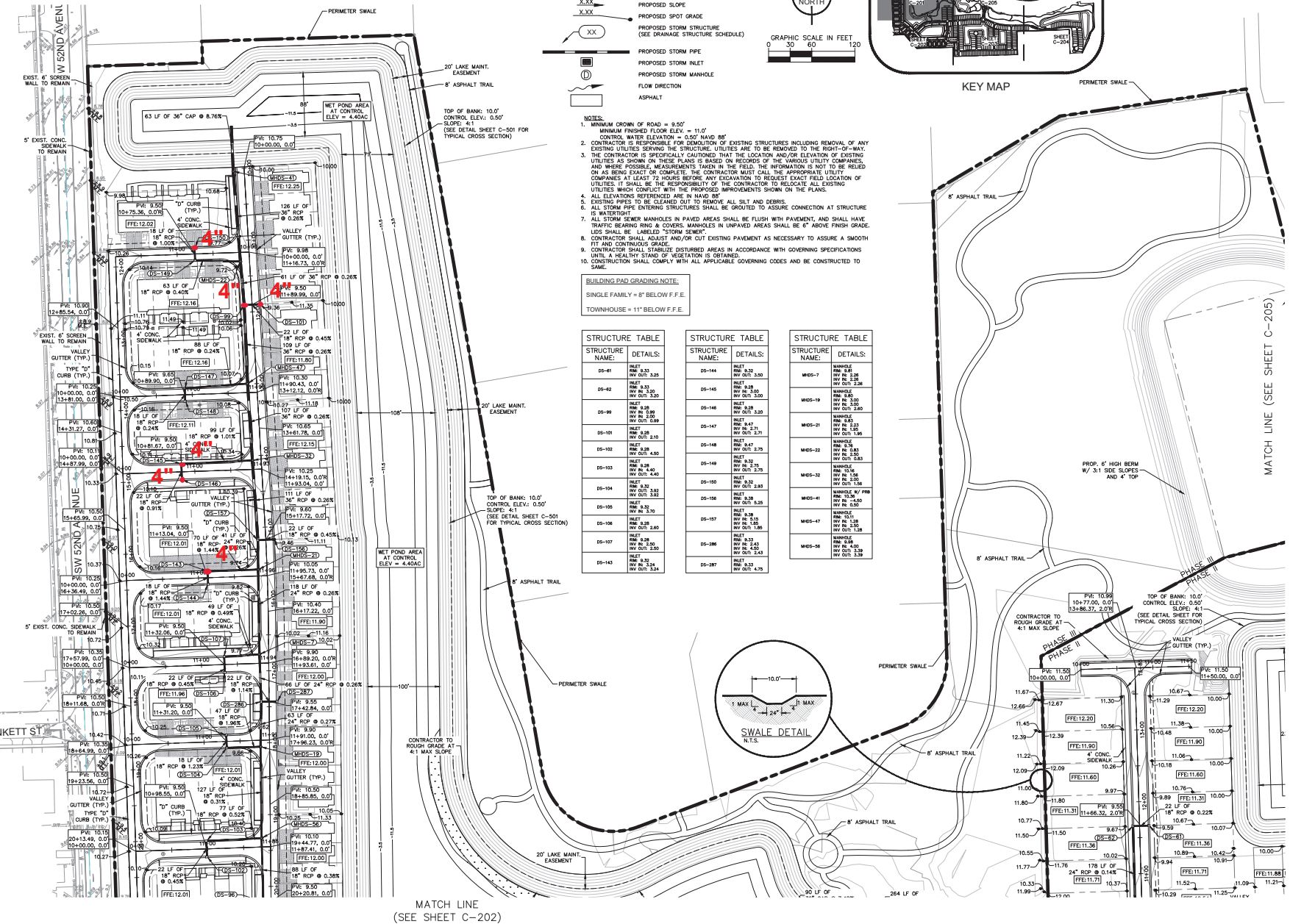
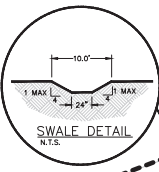
- NOTES:**
- MINIMUM FINISHED FLOOR ELEV. = 9.50'
 - CONTROL WATER ELEVATION = 0.50' ABOVE R8'
 - CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
 - THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
 - ALL ELEVATIONS REFERRED ARE IN NA83 DATUM.
 - EXISTING PIPES TO BE CLEARED OUT TO REMOVE ALL SILT AND DEBRIS.
 - ALL STORM PIPE ENTERING STRUCTURES SHALL BE GRATED TO ASSURE CONNECTION AT STRUCTURE IS WATER-TIGHT.
 - ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STONE SEWER".
 - CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTIGUOUS GRADE.
 - CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
 - CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.

BUILDING PAD GRADING NOTE:
 SINGLE FAMILY = 8" BELOW F.F.E.
 TOWNHOUSE = 11" BELOW F.F.E.

STRUCTURE NAME:	DETAILS:
DS-41	INLET RW IN: 3.30 RV OUT: 3.20
DS-42	INLET RW IN: 3.30 RV OUT: 3.20
DS-49	INLET RW IN: 3.30 RV OUT: 3.20
DS-101	INLET RW IN: 2.10 RV OUT: 2.10
DS-102	INLET RW IN: 4.30 RV OUT: 4.30
DS-103	INLET RW IN: 4.40 RV OUT: 4.30
DS-104	INLET RW IN: 3.30 RV OUT: 3.30
DS-105	INLET RW IN: 3.30 RV OUT: 3.30
DS-106	INLET RW IN: 2.80 RV OUT: 2.80
DS-107	INLET RW IN: 2.50 RV OUT: 2.50
DS-143	INLET RW IN: 3.30 RV OUT: 3.24

STRUCTURE NAME:	DETAILS:
DS-144	INLET RW IN: 3.30 RV OUT: 3.30
DS-145	INLET RW IN: 3.30 RV OUT: 3.30
DS-146	INLET RW IN: 3.30 RV OUT: 3.30
DS-147	INLET RW IN: 2.70 RV OUT: 2.70
DS-148	INLET RW IN: 2.70 RV OUT: 2.70
DS-149	INLET RW IN: 2.70 RV OUT: 2.70
DS-150	INLET RW IN: 3.30 RV OUT: 3.30
DS-156	INLET RW IN: 3.30 RV OUT: 3.30
DS-157	INLET RW IN: 3.30 RV OUT: 3.30
DS-280	INLET RW IN: 2.50 RV OUT: 2.50
DS-287	INLET RW IN: 3.30 RV OUT: 3.27

STRUCTURE NAME:	DETAILS:
MS05-7	MANHOLE RW IN: 2.20 RV IN: 2.20 RV OUT: 2.38
MS05-19	MANHOLE RW IN: 3.00 RV IN: 3.00 RV OUT: 3.18
MS05-21	MANHOLE RW IN: 2.20 RV IN: 2.20 RV OUT: 1.90
MS05-22	MANHOLE RW IN: 3.80 RV IN: 3.80 RV OUT: 2.60
MS05-32	MANHOLE RW IN: 10.16 RV IN: 10.16 RV OUT: 1.56
MS05-41	MANHOLE RW IN: 10.30 RV IN: 10.30 RV OUT: 0.50
MS05-47	MANHOLE RW IN: 1.38 RV IN: 1.38 RV OUT: 1.18
MS05-56	MANHOLE RW IN: 3.30 RV IN: 3.30 RV OUT: 3.19



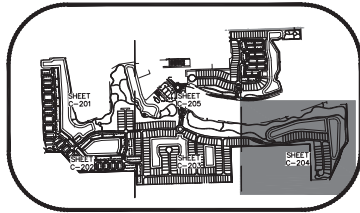
Kimley-Horn

DESIGN ENGINEER: ANNA F. HUSSENY
 DESIGNED BY: ASS.
 DRAWN BY: ASS.
 CHECKED BY: KFH

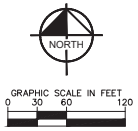
DATE: 06/27/2018
 REVISIONS:

HILLCREST COUNTRY CLUB REDEVELOPMENT PHASE II-IV
 4600 HILLCREST DRIVE
 HOLLYWOOD, FL 33021

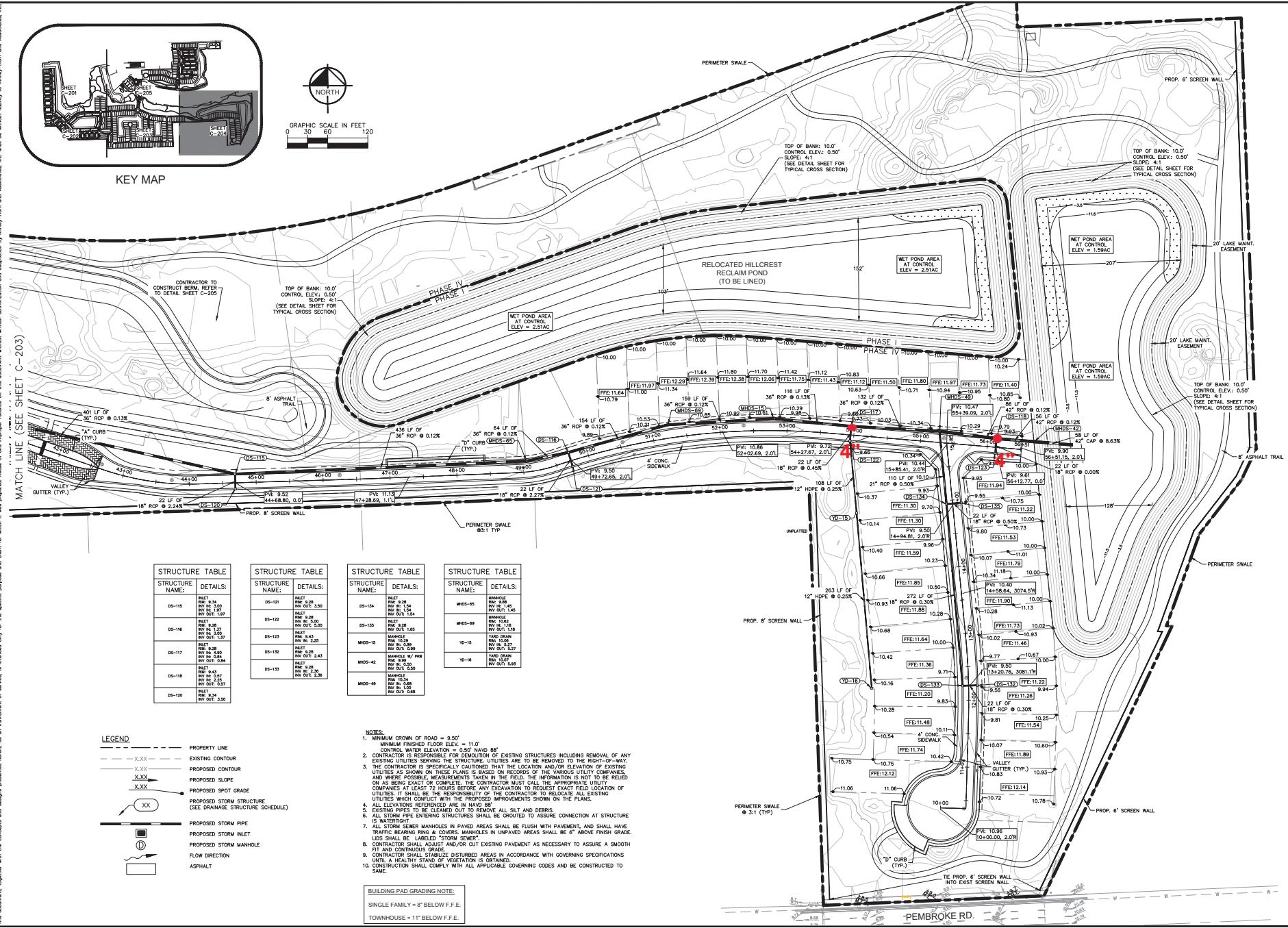
DATE: 01/06/2016
 PROJECT NO: 047897016
 SHEET NUMBER: C-201



KEY MAP



GRAPHIC SCALE IN FEET
0 30 60 120

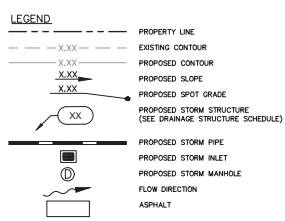


STRUCTURE NAME:	DETAILS:
05-115	INLET R/E: 2.36 R/V: 2.30 R/O: 1.97 R/O: 1.97
05-116	INLET R/E: 2.38 R/V: 2.30 R/O: 1.97 R/O: 1.97
05-117	INLET R/E: 2.38 R/V: 2.30 R/O: 1.97 R/O: 1.97
05-118	INLET R/E: 2.43 R/V: 2.37 R/O: 1.99 R/O: 1.99
05-119	INLET R/E: 2.44 R/V: 2.38 R/O: 2.00 R/O: 2.00

STRUCTURE NAME:	DETAILS:
05-121	MANHOLE R/E: 2.28 R/V: 2.25 R/O: 1.95
05-122	INLET R/E: 2.38 R/V: 2.30 R/O: 1.97 R/O: 1.97
05-123	INLET R/E: 2.43 R/V: 2.37 R/O: 1.99 R/O: 1.99
05-124	INLET R/E: 2.38 R/V: 2.30 R/O: 1.97 R/O: 1.97
05-125	INLET R/E: 2.38 R/V: 2.30 R/O: 1.97 R/O: 1.97

STRUCTURE NAME:	DETAILS:
05-124	MANHOLE R/E: 2.38 R/V: 2.34 R/O: 1.94
05-125	MANHOLE R/E: 2.38 R/V: 2.34 R/O: 1.94
M405-10	MANHOLE R/E: 2.29 R/V: 2.26 R/O: 1.96
M405-42	MANHOLE W/ P/B R/E: 2.36 R/V: 2.30 R/O: 1.97
M405-49	MANHOLE R/E: 2.36 R/V: 2.30 R/O: 1.97

STRUCTURE NAME:	DETAILS:
M405-45	MANHOLE R/E: 2.35 R/V: 2.31 R/O: 1.95
M405-49	MANHOLE R/E: 2.35 R/V: 2.31 R/O: 1.95
10-15	18\"/>
10-16	18\"/>



- NOTES:
- MINIMUM CROWN OF ROAD = 9.50'
 - CONTROL WATER ELEVATION = 4.50' ROAD 96'
 - MINIMUM FINISHED FLOOR ELEV. = 11.0'
 - CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
 - THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
 - ALL ELEVATIONS REFERENCED ARE IN NAVD 83'
 - EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SLT AND DEBRIS.
 - ALL STORM PIPES ENTERING STRUCTURES SHALL BE GROUDED TO ASSURE CONNECTION AT STRUCTURE IS WATER-TIGHT.
 - ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
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 - CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.

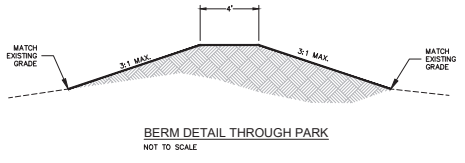
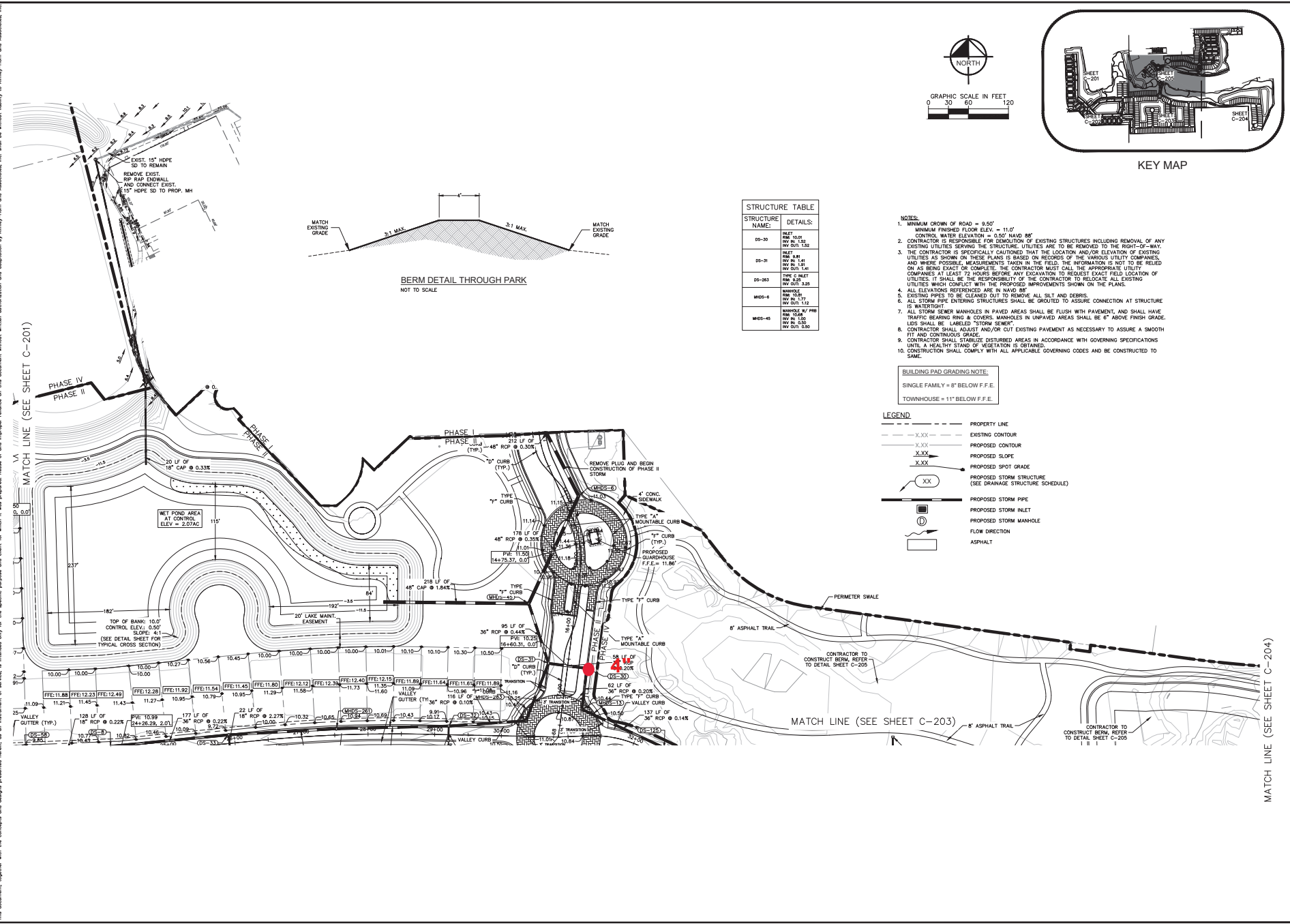
BUILDING PAD GRADING NOTE:
SINGLE FAMILY = 8" BELOW F.F.E.
TOWNHOUSE = 11" BELOW F.F.E.

<p>DESIGNED BY: JIMMY H. GIBSON DRAWN BY: ASS CHECKED BY: KFH</p>	<p>DATE: 01/06/2016 PROJECT NO: 047897016 SHEET NUMBER: C-204</p>					
	<p>DESIGN ENGINEER: JIMMY H. GIBSON FLORIDA LICENSE NUMBER: 75481 WWW.KIMLEY-HORN.COM</p>					
	<p>SCALE: AS SHOWN DESIGNED BY: JIMMY H. GIBSON DRAWN BY: ASS CHECKED BY: KFH</p>					
	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>REVISIONS</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISIONS	DATE		
NO.	REVISIONS	DATE				

PAVING AND DRAINAGE PLAN
PHASE II-IV

HILLCREST COUNTRY CLUB
REDEVELOPMENT
4600 HILLCREST DRIVE
HOLLYWOOD, FL 33021

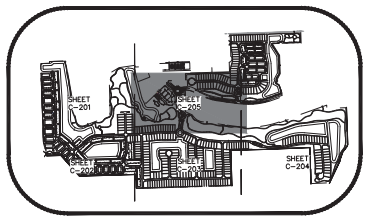
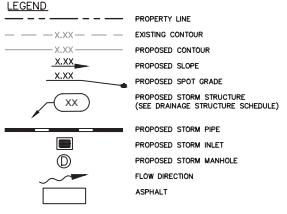
HILLCREST COUNTRY CLUB REDEVELOPMENT - PHASE II-IV. PROJECT NO. 047897016. DATE: 01/06/2016. SHEET NO. C-205. PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC. (KHA). PROJECT LOCATION: 4600 HILLCREST DRIVE, HOLLYWOOD, FL 33021. CONTRACTOR: HILLCREST COUNTRY CLUB. THIS DRAWING IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC.



STRUCTURE NAME:	DETAILS:
05-30	PIPE 18" RCP @ 0.33% 18" RCP @ 0.33% 18" RCP @ 0.33%
05-31	PIPE 18" RCP @ 0.33% 18" RCP @ 0.33% 18" RCP @ 0.33%
05-283	TYPE 2 SLEET 18" RCP @ 0.33% 18" RCP @ 0.33%
MH05-4	MANHOLE 18" RCP @ 0.33% 18" RCP @ 0.33%
MH05-45	MANHOLE BY P&B 18" RCP @ 0.33% 18" RCP @ 0.33%

- NOTES:**
- MINIMUM CROWN OF ROAD = 0.50'
 - MINIMUM FINISHED FLOOR ELEV. = 11.0'
 - CONTROL WATER ELEVATION = 0.50' NAVD 83
 - CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
 - ALL ELEVATIONS REFERENCED ARE IN NAVD 83
 - EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
 - ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATER-TIGHT.
 - ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 4" ABOVE FRESH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
 - CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
 - CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
 - CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.

BUILDING PAD GRADING NOTE:
 SINGLE FAMILY = 8" BELOW F.F.E.
 TOWNHOUSE = 11" BELOW F.F.E.



KEY MAP

		DESIGN ENGINEER: ADAM F. HIGGINY FLORIDA LICENSE NUMBER: 75481	
		DRAWN BY: ASS CHECKED BY: KPH	
SCALE: _____ DATE: _____		REVISIONS: _____ DATE: _____	
PAVING AND DRAINAGE PLAN PHASE II-IV			
HILLCREST COUNTRY CLUB REDEVELOPMENT 4600 HILLCREST DRIVE HOLLYWOOD, FL 33021		DATE: 01/06/2016 PROJECT NO. 047897016 SHEET NUMBER C-205	

MEMORANDUM

TO: HILLCREST COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS

FROM: JONATHAN T. JOHNSON

DATE: JANUARY 17, 2023

RE: PUBLIC RECORDS RETENTION

The purpose of this memorandum and attached resolutions are to update and/or establish the District's Records Retention Policy, including to reflect management of transitory messages and establishment that the electronic record is considered the official record.

The District essentially has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time, with the exception of Transitory Messages. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 190.

OPTION 1

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason.

Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 16th day of March 2023.

ATTEST:

HILLCREST COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: District Amendments to General Records Schedules Established by the Division

Exhibit A

District Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

OPTION 2

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason.

Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:

- A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B. Coordinate the District's records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate District records management training;
- E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F. Participate in the District's development of electronic record keeping systems.
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall only retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with *the General Records Schedule for State and Local Government Agencies, Item #146*, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 16th day of March 2023.

ATTEST:

HILLCREST COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Composite Exhibit A: General Records Schedules, GS1-SL and GS3

Composite Exhibit A

General Records Schedules Established by the Division (GS1-SL and GS3)

[attach, if Option 2 adopted]