

Hillcrest Preserve Community Development District

Board of Supervisors

Nick Dister, Chairman
Carlos de la Ossa, Vice- Chairman
Ryan Motko, Assistant Secretary
Tom Spence, Assistant Secretary
Mike Rainer, Assistant Secretary

Brian Lamb District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer

Public Hearings & Regular Meeting

Tuesday, August 15, 2023, at 11:00 am.

The Public Hearings & Regular Meetings of Hillcrest Preserve Community Development District will be held on **August 15, 2023, at 11:00 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O' Lakes, FL 34638.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Join Zoom Meeting

<https://us06web.zoom.us/j/86396861686?pwd=WjdORVluaVVxUGRXUXFaU1prTjVqQT09>

Meeting ID: 863 9686 1686 Passcode: 117533

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. RECESS TO PUBLIC HEARINGS**
- 4. PUBLIC HEARING ON ADOPTING UNIFORM METHOD OF COLLECTION**
 - A. Open the Public Hearing on Adopting Uniform Method of Collection
 - B. Staff Presentation
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Uniform Method of Collection
 - E. Consideration of Resolution 2023-27; Adopting Uniform Method of Collection Tab 01
- 5. PUBLIC HEARING ON ADOPTING UNIFORM RULES OF PROCEDURE**
 - A. Open the Public Hearing on Adopting Uniform Rules of Procedure
 - B. Staff Presentations
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Uniform Rules of Procedure
 - E. Consideration of Resolution 2023-28; Adopting Uniform Rules of Procedure Tab 02
- 6. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2023 BUDGET**
 - A. Open Public Hearing on Adopting Final Fiscal Year 2023 Budget
 - B. Staff Presentations
 - C. Public Comment
 - D. Close Public Hearing on Adopting Final Fiscal Year 2023 Budget
 - E. Consideration of Resolution 2023-29; Adopting Final Fiscal Year 2023 Budget Tab 03
 - i. Developer Funding Agreement
- 7. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2024 BUDGET**
 - A. Open Public Hearing on Adopting Final Fiscal Year 2024 Budget
 - B. Staff Presentations
 - C. Public Comment
 - D. Close Public Hearing on Adopting Final Fiscal Year 2024 Budget
 - E. Consideration of Resolution 2023-30; Adopting Final Fiscal Year 2024 Budget Tab 04
 - i. Developer Funding Agreement
- 8. RETURN TO REGULAR MEETING**
- 9. BUSINESS ITEMS**
 - A. Consideration of Master Engineers Report Tab 05
 - B. Consideration of Master Assessments Methodology Report Tab 06
 - C. Consideration of Resolution 2023-31; Declaring Special Assessments Tab 07
 - D. Consideration of Resolution 2023-32; Setting Public Hearing to Levy Special Assessments Tab 08

E. Consideration of Resolution 2023-33; Setting Fiscal Year 2024 Meeting Schedule Tab 09

F. General Matters of the District

10. STAFF REPORTS

A. District Counsel

B. District Manager

C. District Engineer

11. BOARD MEMBERS COMMENTS

12. PUBLIC COMMENTS

13. ADJOURNMENT

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. K. Lee", is written below the word "Sincerely,".

RESOLUTION 2023-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF COLLECTION FOR ANY NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED NOW OR IN THE FUTURE BY THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hillcrest Preserve Community Development District (the “**District**”) is a local unit of special-purpose government that was established pursuant to the provisions of Chapter 190, Florida Statutes (the “**Act**”);

WHEREAS, the Act authorizes the Board of Supervisors of the District (the “**Board**”) to levy non-ad valorem special assessments for the purposes authorized by the Act and Chapter 170, Florida Statutes (“**Special Assessments**”) using the procedures provided in the Act, Chapter 170, and Chapter 197, Florida Statutes;

WHEREAS, the Board levied and/or may need to levy Special Assessments in the future to provide necessary funds: (1) for the administrative operations of the District, (2) to construct or acquire any facilities and projects of the District, (3) to maintain and preserve any facilities and projects of the District, and (4) to enable the District to provide any other services authorized by law;

WHEREAS, the Act authorizes the District, at its sole discretion, to collect and enforce its Special Assessments pursuant to the provisions of the Act, Sections 197.3631, 197.3632, and 197.3635, Chapter 170, or Chapter 173, Florida Statutes;

WHEREAS, Section 197.3632, Florida Statutes authorizes the District to use the uniform method of collection (the “**Uniform Method of Collection**”) to collect its Special Assessments if the District certifies its non-ad valorem assessment roll to the Tax Collector of Pasco County, which enables the Special Assessments, or the portion thereof that is certified, to be collected on the annual tax bill and enforced pursuant to Florida law;

WHEREAS, the Board finds that use of the Uniform Method of Collection can result in the more efficient and effective collection and enforcement of certain Special Assessments levied by the District which are certified for collection using the Uniform Method of Collection; and

WHEREAS, in accordance with the requirements of Section 197.3632, Florida Statutes, the Board caused notice of a public hearing on its intent to use the Uniform Method of Collection to be advertised weekly in a newspaper of general circulation within Pasco County for 4 consecutive weeks prior to such hearing and held the public hearing prior to the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. The above recitals are true and correct and by this reference are incorporated as a material part of this Resolution.
2. The Board hereby expresses its intent to use the Uniform Method of Collection for any Special Assessments levied by the Board, now and in the future, on any properties within the boundaries of

the District pursuant to the legal description included in **Exhibit A**, attached hereto and incorporated herein.

3. The Special Assessments, which may be collected annually pursuant to the provisions of the Act, and the District's use of the Uniform Method of Collection may continue in any given year when the Board determines that use of the Uniform Method of Collection for that year is in the best interests of the District.
4. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Pasco County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.
5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
6. This Resolution shall become effective upon its adoption and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED ON AUGUST 15, 2023.

ATTEST:

**HILLCREST PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Secretary/ Assistant Secretary

Name: _____
Chair / Vice Chair of the Board of Supervisors

Exhibit A: Legal Description of District Boundaries

Exhibit A

Hillcrest Preserve CDD

Legal Description

Exhibit A

Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 1 and 12, Township 25 South, Range 19 East and Sections 6 and 7, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of the Southeast 1/4 of Section 6, same being the Northeast corner of the Northeast 1/4 of Section 7; thence S. 02°04'26" W., along the Easterly boundary of aforementioned, Section 7, a distance of 799.50 feet thence leaving said Easterly boundary of aforementioned, Section 7, S. 89°59'38" W., a distance of 1191.61 feet; thence N.40°21'25" W., a distance of 210.01 feet; thence N.69°56'07" W., a distance of 186.01 feet; thence S. 18°34'38" W., a distance of 710.02 feet; thence S. 13°15'40" W., a distance of 269.02 feet; thence S. 29°48'43" W., a distance of 63.32 feet; thence S. 50°35'31" W., a distance of 909.69 feet; thence N.32°39'43" W., a distance of 749.15 feet; thence S. 89°54'40" W., a distance of 768.59 feet; thence S. 00°05'20" E., a distance of 961.30 feet to a point of intersection with the North Right-of-Way of STATE ROAD NO. 52, per Florida Department of Transportation Right-of-Way Map, Section 14120-XXXX; thence S. 89°16'35" W., along said North Right-of-Way, a distance of 124.01 feet; thence leaving said North Right-of-Way, N.00°05'20" W., a distance of 962.68 feet; thence S. 89°54'40" W., a distance of 1377.01 feet to the Southeast corner of that certain property as described in Official Records Book 9546, Page 3713, of the Public Records of Pasco County, Florida; thence along the Easterly and Northerly boundary of said certain property the following two (2) courses; 1) N.00°26'05" E., a distance of 272.34 feet; 2) N.89°49'06" W., a distance of 1591.89 feet to a point of intersection with the Easterly Right-of-Way of BELLAMY BROTHERS BOULEVARD, according to Map Book 3, Pages 68 through 80, inclusive of the Public Records of Pasco County, Florida; thence along said Easterly Right-of-Way the following four (4) courses; 1) N.00°40'57" W., a distance of 1.47 feet; 2) N.00°12'50" W., a distance of 527.15 feet; 3) N.00°27'42" E., a distance of 647.79; 4) N.00°54'26" E., a distance of 147.21 feet to the Southwesterly corner of that certain property described in Official Records Book 8089, Page 1327, of the Public Records of Pasco County, Florida; thence along the Southerly, Easterly and Northerly boundary the following three (3) courses; 1) thence departing said Easterly Right-of-Way, S. 89°45'28" E., a distance of 798.33 feet; 2) N.00°19'40" E., a distance of 1327.30 feet; 3) S. 89°49'11" W., a distance of 798.84 feet to a point of intersection with said Easterly Right-of-Way of BELLAMY BROTHERS BOULEVARD; thence along said Easterly Right-of-Way the following four (4) courses; 1) N.00°18'40" E., a distance of 84.27 feet; 2) N.00°20'21" E., a distance of 682.49 feet; 3) N.00°23'09" E., a distance of 780.96 feet; 4) N.00°17'56" W., a distance of 325.33 feet to the Southwesterly corner of that certain property described in Official Records Book 5959, Page 179, of the Public Records of Pasco County, Florida; thence along the Southerly boundary of said certain property, the following thirteen (13) courses; 1) thence departing said Easterly Right-of-Way, N.79°02'48" E., a distance of 30.64 feet; 2) N.71°59'47" E., a distance of 78.56 feet; 3) N.69°26'40" E., a distance of 95.76 feet; 4) N.63°26'08" E., a distance of 100.24 feet; 5) N.78°30'14" E., a distance of 112.46 feet; 6) N.84°57'29" E., a distance of 127.51 feet; 7) S. 89°05'25" E., a distance of 117.69 feet; 8) S. 83°23'10" E., a distance of 129.75 feet; 9) N.87°47'52" E., a distance of 145.81 feet; 10) S. 89°59'59" E., a distance of 175.59 feet; 11) N.85°05'02" E., a distance of 174.36 feet; 12) N.82°01'13" E., a distance of 201.82 feet; 13) N.72°48'22" E., a distance of 144.08 feet to a point of intersection with the Easterly boundary of said certain property as described in Official Records Book 5959, Page 179, same being the Westerly boundary of the Northwest 1/4 of Section 6, Township 25 South, Range 20 East, Pasco County, Florida; thence N.00°16'21" E., along said Easterly boundary, same being said Westerly boundary of the Northwest 1/4 of aforementioned Section 6, a distance of 553.69 feet to the Southwesterly corner of that certain property as described in Official Records Book 8141, Page 1478 of the Public Records of Pasco County, Florida; thence S. 89°12'01" E., along said Southerly boundary and the Southerly boundary of that certain property as described in Official Records Book 7615, Page 1502 of the Public Records of Pasco County, Florida, a distance of 2634.90 feet; thence along said Southerly and Westerly boundary of said certain property the following five (5) courses 1) S. 00°57'46" W., a distance of 1322.64 feet; 2) S. 00°56'47" W., a distance of 1325.85 feet; 3) S. 89°11'06" E., a distance of 1313.40 feet; 4) thence S. 00°58'56" W., a distance of 1326.83 feet; 5) S. 89°07'51" E., a distance of 1312.58 feet to the **POINT OF BEGINNING**.

Containing 591.886 acres, more or less.

NOTES:

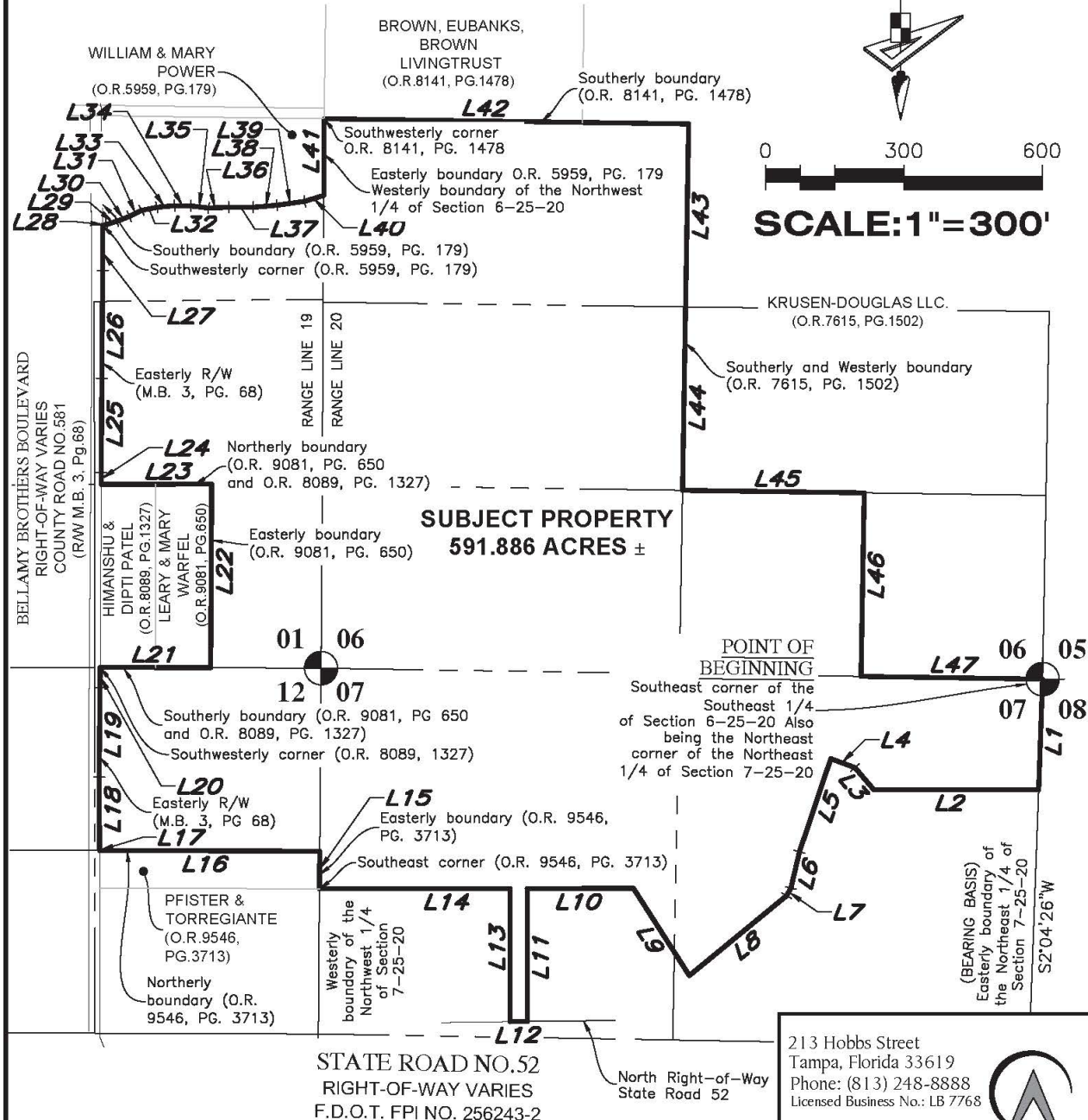
- 1) The bearings shown hereon are based on the boundary of the Northeast 1/4 of Section 7-25-20, having a Grid bearing of S. 02°04'26" W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- 2) Information shown hereon is not complete without accompanying sketch.
- 3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by John D. Weigle, LS5246 on 12-16-2021.
- 4) Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEETS NO. 2 FOR SKETCH & NO. 3 FOR CURVE & LINE TABLES

PROJECT: HILLCREST CDD			Prepared For: EISENHOWER PROPERTY GROUP		
PHASE: Description & Sketch			<div style="text-align: right;"> 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 </div> <div style="text-align: center; margin-top: 20px;"> John D. Weigle FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS5246 </div>		
DRAWN: CRF	DATE: 12/10/21	CHECKED BY: MHC			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
FILE PATH: P:\HILLCREST\DESCRIPTIONS\HILLCREST-CDD-DS.DWG			LAST SAVED BY: CHUCKF		

Description Sketch

(Not A Survey)



SEE SHEETS NO. 1 FOR DESCRIPTION &
SURVEYORS NOTES & SHEET NO. 3 FOR CURVE & LINE TABLES

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

FILE PATH: P:\HILLCREST\DESCRIPTIONS\HILLCREST-CDD-DS.DWG LAST SAVED BY: CHUCKF

02 of 03

Description Sketch

(Not A Survey)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 02°04'26" W	799.50'
L2	S 89°59'38" W	1191.61'
L3	N 40°21'25" W	210.01'
L4	N 69°56'07" W	186.01'
L5	S 18°34'38" W	710.02'
L6	S 13°15'40" W	269.02'
L7	S 29°48'43" W	63.32'
L8	S 50°35'31" W	909.69'
L9	N 32°39'43" W	749.15'
L10	S 89°54'40" W	768.59'
L11	S 00°05'20" E	961.30'
L12	S 89°16'35" W	124.01'
L13	N 00°05'20" W	962.68'
L14	S 89°54'40" W	1377.01'
L15	N 00°26'05" E	272.34'
L16	N 89°49'06" W	1591.89'
L17	N 00°40'57" W	1.47'
L18	N 00°12'50" W	527.15'
L19	N 00°27'42" E	647.79'
L20	N 00°54'26" E	147.21'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L21	S 89°45'28" E	798.33'
L22	N 00°19'40" E	1327.30'
L23	S 89°49'11" W	798.84'
L24	N 00°18'40" E	84.27'
L25	N 00°20'21" E	682.49'
L26	N 00°23'09" E	780.96'
L27	N 00°17'56" W	325.33'
L28	N 79°02'48" E	30.64'
L29	N 71°59'47" E	78.56'
L30	N 69°26'40" E	95.76'
L31	N 63°26'08" E	100.24'
L32	N 78°30'14" E	112.46'
L33	N 84°57'29" E	127.51'
L34	S 89°05'25" E	117.69'
L35	S 83°23'10" E	129.75'
L36	N 87°47'52" E	145.81'
L37	S 89°59'59" E	175.59'
L38	N 85°05'02" E	174.36'
L39	N 82°01'13" E	201.82'
L40	N 72°48'22" E	144.08'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L41	N 00°16'21" E	553.69'
L42	S 89°12'01" E	2634.90'
L43	S 00°57'46" W	1322.64'
L44	S 00°56'47" W	1325.85'
L45	S 89°11'06" E	1313.40'
L46	S 00°58'56" W	1326.83'
L47	S 89°07'51" E	1312.58'

SEE SHEETS NO. 1 FOR DESCRIPTION &
SURVEYORS NOTES & NO. 2 FOR SKETCH

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768



RESOLUTION 2023-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING UNIFORM RULES OF PROCEDURE, IN KEEPING WITH CHAPTER 120.54(5), FLORIDA STATUTES.

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

WHEREAS, the Board of Supervisors of the District (hereinafter the “**Board**”) is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

WHEREAS, in accordance with Section 120.54(5), Florida Statutes, the District must comply with the adoption of Uniform Rules of Procedure as established by the Florida Administration Commission; and

WHEREAS, the District set August 15, 2023, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 120.54, Florida Statutes; and

WHEREAS, the District has complied with the rule making process as outlined in Section 120.54, Florida Statutes.

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

Section 1: The Board hereby adopts the Rules of Procedure as attached hereto as **Exhibit “A”**.

Section 2: This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2023.

ATTEST:

**HILLCREST PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Secretary/ Assistant Secretary

Name: _____
Chair / Vice Chair of the Board of Supervisors

FORM OF RULES OF PROCEDURE

**HILLCREST PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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**RULES OF PROCEDURE
HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

1.0 General.

- (1) Hillcrest Preserve Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.
- (2) The purpose of these Rules of Procedure (“**Rules**”) is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.
- (3) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the “**Board**”). After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 190.011(5), 120.53, Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. Board members elected or appointed by the Board to qualified elector seats must also be residents of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located. The Board shall exercise the powers granted to the District.
 - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).

- (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited or abstains from participating in discussion or voting on a particular item. A Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present, so long as a physical quorum is met. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
- (a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
 - (b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair serves at the pleasure of the Board.
 - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
 - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- (e) In the event that both the Chair and Vice-Chair are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings of the Hillcrest Preserve Community Development District”, in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accordance with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190, Florida Statutes, as amended from time to time.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to the Board’s discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The Board’s Secretary shall prepare a memorandum of voting conflict (Form 8B) which shall then be signed by the Board member, filed with the Board’s Secretary, and attached to the minutes of the meeting within fifteen (15) days of the meeting.
 - (b) If a Board member inadvertently votes on a matter and later learns they have a conflict on the matter, the member shall immediately notify the Board’s Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate memorandum of voting conflict, which will be attached to the minutes of the Board meeting during which the vote

on the matter occurred. The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

Specific Authority: s.s. 190.001, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.006, 190.007, 112.3143, Fla. Stat.

1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District Office during regular business hours. All written public records requests shall be directed to the District’s records custodian. The District’s records custodian shall be responsible for retaining the District’s records in accordance with applicable Florida law. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.
- (3) Coordination of Necessary Financial Disclosures. Unless specifically designated by Board resolution or otherwise, the District’s records custodian shall serve as the Financial Disclosure Coordinator (“Coordinator”) for the District as required by the Florida Commission on Ethics (the “COE”).

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 112.31446(3), 112.3145(8)(a)1., 190.006, 119.07, 119.0701, 120.53, Fla. Stat.

1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given as required by Florida Law and will include, as applicable:

- (a) The date, time and place of the meeting, hearing, or workshop;
 - (b) A brief description of the nature, subjects and purposes of the meeting, hearing, or workshop;
 - (c) The District Office address for the submission of requests for copies of the agenda;
 - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711 who can aid you in contacting the District Office.
 - (e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
 - (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda shall be posted on the District’s official website and shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.
- (a) The District may, but is not required, to use the following format in preparing its agenda for its regular meetings:
 - Call to order
 - Roll call
 - Audience Questions and Comments on Agenda Items
 - Review of minutes
 - Specific items of old business
 - Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager

Supervisor's requests and comments

Audience Questions and Comments

Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for publishing a notice on the District's official website. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida Statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.
- (9) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chair, can make or second a motion.

Specific Authority: s.s. 189.015, 190.005, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules as required by Florida Law before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.
 - (b) All rules shall be drafted in accord with Chapter 120, Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or

made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published as required by Florida Law not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Board must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be

sent to the Administrative Procedure Committee, and notice may be given as required by Florida law.

- (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing as required by Florida law either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall publish a notice on the District's official website. Notice of emergency rules shall be published as soon as possible as required by Florida Law. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- (10) Variations and Waivers. Variations and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.

- (11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes. For the adoption of rates, fees, rentals or other charges, the Board must hold a public hearing and publish a notice of public hearing one time, at least ten (10) days prior to the public hearing date, in a newspaper of general circulation in the District.

Specific Authority: s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

Law Implemented: s.s. 120.54, 190.035(2), Fla. Stat.

3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
 2. Rule upon offers of proof and receive relevant evidence;
 3. Regulate the course of the hearing, including any prehearing matters;
 4. Enter orders;
 5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;

2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.011(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:
- (a) Adopt a resolution identifying the property to be taken;
 - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

Specific Authority: s.s. 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: s.s. 190.011(11), Fla. Stat.

4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (3) Definitions.
 - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District or for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
 - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. This term applies only to those individuals and firms rendering services as independent contractors. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services

(as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms. Contractual services also do not include any contract for the furnishing of labor or materials for the construction, repair, renovation, demolition, or modification of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property, as those services shall be governed by Rule 4.2.

- (c) “Emergency purchases” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive solicitation would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
- (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
- (e) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
- (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board.

Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

- (h) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (i) “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (j) “Purchase” means acquisition by sale, rent, lease, purchase, or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local government entity or political subdivision of the state.
- (k) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
- (l) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
 - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
 - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
 - (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high, or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
 - (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
 - (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.

- (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.
- (i) The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure.
 - (a) Notice of Invitation to Bid, Request for Proposal, or request for qualifications shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
 - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid, Requests for Proposals, or request for qualifications. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (c) To be eligible to submit a bid, statement of qualifications, or proposal, a firm or individual must, at the time of receipt of its bid proposal:
 - 1. Hold all required applicable state professional licenses in good standing.

2. Hold all required applicable federal licenses in good standing, if applicable.
3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids, statements of qualifications, or proposals shall be opened at the time, date and place noted on the Invitation to Bid, Request for Proposals, or request for qualifications. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:
 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.

8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid/Proposal/statement of qualifications shall be accepted; however, the Board shall have the right to reject all submissions, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure.

- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 - 1. Hold the required applicable state and professional licenses in good standing.
 - 2. Hold all required applicable federal licenses in good standing, if any.
 - 3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
 - 4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
 - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.

2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.
 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected.
- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.
- (i) Emergency Purchases. In the event that an emergency purchase is necessary, the Board shall not be obligated to use the above procedure and may make an emergency purchase of maintenance services without complying with these Rules.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.
 - (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by email or United States

Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office and on the website for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 112.08, Fla. Stat.

4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
 - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
 - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever

steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.

- (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
- (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office and on the website for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (6) Emergency Purchase. The District may make an emergency purchase of contractual services without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033(3), Fla. Stat.

4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
 - (a) Hold all required applicable state professional licenses in good standing.
 - (b) Hold all required applicable federal licenses in good standing, if any.
 - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such persons who provide their name and address to the District Manager for inclusion on the list, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(3) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification on file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

(b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(4) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be

required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”

- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
 - (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office and on the website for seven (7) days.
- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (6) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.011(3), 287.055, 190.033, Fla. Stat.

5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office and on the website for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Hillcrest Preserve Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within ten (10) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets

forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57(3), 190.011(5) Fla. Stat.

Law Implemented: s.s. 120.57(3), 190.033, Fla. Stat.

5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day). The notice shall include the following statement: "Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District's decision to award a contract shall constitute a waiver of any objection to the award of such contract."
- (2) Filing.
 - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision, and shall file a formal written protest with the District within ten (10) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. 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 to or protest the District's decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within ten (10) 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 to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office and on the website for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within ten (10) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design-build contract, the District shall use the following procedure:
 - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055, Florida Statutes when developing a design criteria package, evaluating the responses or bids submitted by

design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.

- (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
- (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.
- (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
 - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. For sealed proposals, the notice shall allow for at least twenty-one (21) days, unless the Board, for good cause, determines a shorter period of time is appropriate. Any design-build project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
 - 2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
 - 3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:

- (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
- (b) Hold all required applicable federal licenses in good standing, if any;
- (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
- (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal. If less than three (3) proposals which meet the design criteria are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals meeting the design criteria are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
- (f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 - (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.20, Fla. Stat.

7.0 District Auditor Selection Procedures.

- (1) Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under Section 218.391, Florida Statutes.

Specific Authority: s. 190.011(5), Fla. Stat.

Law Implemented: s. 218.391, Fla. Stat.

8.0 Effective Date.

These Rules shall be effective August 15, 2023.

RESOLUTION 2023-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING MAY 25, 2023 (THE EFFECTIVE DATE OF THE ESTABLISHMENT ORDINANCE), AND ENDING SEPTEMBER 30, 2023; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted to the Board of Supervisors (“**Board**”) of the Hillcrest Preserve Community Development District (“**District**”) a proposed budget for the fiscal year beginning May 25, 2023 and ending September 30, 2023 (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, **EPG Hillcrest Development, LLC**, a Florida limited liability company (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2023 Budget as shown in the revenues line item of the FY 2023 Budget pursuant to a budget funding agreement; and

WHEREAS, **EPG Hillcrest Holdings, LLC**, a Florida limited liability company, and its successors or assigns, (“**Landowner**”), as the landowner of certain lands within the District, has agreed to fund the FY 2023 Budget as shown in the revenues line item of the FY 2023 Budget pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures and/or revised projections for fiscal year 2023.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Hillcrest Preserve Community Development District for the Fiscal Year Beginning May 25, 2023, and Ending September 30, 2023".
- d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District, for the fiscal year beginning May 25, 2023, and ending September 30, 2023, the sum of \$ _____, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

Section 5. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 15, 2023.

Attested By:

**Hillcrest Preserve
Community Development District**

Name: _____
Secretary/Assistant Secretary

Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: FY 2023 Adopted Budget
Exhibit B: Form of Budget Funding Agreement with Developer

**FY 2023 Operations and Maintenance
Budget Funding Agreement
(Hillcrest Preserve Community Development District)**

This FY 2023 Operations and Maintenance Budget Funding Agreement (this “**Agreement**”) is made and entered into as of August 15, 2023, between the **Hillcrest Preserve Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **EPG Hillcrest Development, LLC**, a Florida limited liability company, whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609 (the “**Developer**”) and **EPG Hillcrest Holdings, LLC**, a Florida limited liability company, whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609, (the “**Landowner**”).

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2023 as attached hereto as **Exhibit A** (the “**FY 2023 Budget**”), which commences on May 25, 2023 (the effective date of the establishment Ordinance), and concludes on September 30, 2023;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2023 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2023 Budget so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

WHEREAS, the Developer agrees that the activities of the District described in the FY 2023 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2023 Budget; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2023 Budget.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Funding Obligations.** From time to time during the 2023 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$_____ in accordance with the FY 2023 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **FY 2023 Operations and Maintenance Reports, Budget Reports and Budget Amendments.** Each month during FY 2023, the Developer shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2023. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2023. The District and Developer agree that the FY 2023 Budget shall be revised at the end of the 2023 fiscal year to reflect the actual expenditures of the District for the period beginning on May 25, 2023 and ending on September 30, 2023. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2023 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2023 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. **Right to Lien Property.**
 - a. The District shall have the right to file a continuing lien (“**Lien**”) upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys’ fees, paralegals’ fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
 - b. The Lien shall be effective as of the date and time of the recording of a “Notice of Lien for the FY 2023 Budget” in the public records of the county, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
 - c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager’s direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.

4. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer’s payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

5. **Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
6. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.
7. **Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement 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 the doubtful language will not be interpreted or construed against any party.
8. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2023 fiscal year on September 30, 2023. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
9. **Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
10. **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 of the parties hereto.
11. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
12. **Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
13. **Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EPG Hillcrest Development, LLC
a Florida limited liability company

**Hillcrest Preserve Community
Development District**

Name: _____
Title: _____

Name: _____
Chair/Vice-Chair of the Board of Supervisors

EPG Hillcrest Holdings, LLC
a Florida limited liability company

Name: _____
Title: _____

Exhibit A: FY 2023 Budget

2023

HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023
PROPOSED ANNUAL OPERATING BUDGET



August 15, 2023

HILLCREST PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023

PROPOSED OPERATING BUDGET

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August 15, 2023

HILLCREST PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

The Hillcrest Preserve Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a “solution” to the State’s needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida’s effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2023, which begins on October 1, 2022. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

<u>Fund Number</u>	<u>Fund Name</u>	<u>Services Provided</u>
001	General Fund	Operations and Maintenance of Community Facilities
200	Debt Service Fund	
201	Debt Service Fund	

Facilities of the District

The District’s existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT
REVENUE COLLECTION

Fiscal Year 2023 Proposed Operating Budget

April 1st - September 30th 2023

GENERAL FUND REVENUES

SPECIAL ASSESSMENTS - SERVICE CHARGES

Operations & Maintenance Assmts-On Tax Roll	0.00
Operations & Maintenance Assmts-Off Tax Roll	154,285.00

TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES **\$154,285.00**

CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES

Landowner/Private Contributions	0.00
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TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES **\$0.00**

OTHER MISCELLANEOUS REVENUES

Miscellaneous GF 001	0.00
----------------------	------

TOTAL OTHER MISCELLANEOUS REVENUES **\$0.00**

TOTAL REVENUES **\$154,285.00**

Notations:

(1) Revenues shown exclude County 2% collection cost and 4% early payment discount.

HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT

ADMINISTRATION DETAIL

April 1st - September 30th 2023

EXPENDITURES - ADMINSTRATIVE

FINANCIAL & ADMINISTRATIVE

Supervisor Fees	6,000.00
District Manager	7,000.00
District Engineer	9,500.00
Organizational Meeting/Initial Set up	4,000.00
Administration Services	1,000.00
Recording Secretary	600.00
ADA Website Set Up/Compliance	1,800.00
Website Maintenance	300.00
Accounting Services	2,250.00
Construction Accounting	0.00
Assessment Roll Preparation	0.00
Financial & Revenue Collections	600.00
Auditing Services	0.00
Dissemination Services	0.00
Arbitrage Rebate Reporting	0.00
Postage, Phone, Faxes, Copies	500.00
Public Officials Insurance	2,500.00
Legal Advertising	3,500.00
Bank Fees	200.00
Dues, Licenses, & Fees	175.00
Rentals and Leases	100.00
Office Supplies	100.00
Technology Services	150.00
Miscellaneous Fees	250.00

LEGAL COUNSEL

District Counsel	9,500.00
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TOTAL ADMINSTRATIVE

\$50,025.00

HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT

SITE OPERATIONS

April 1st - September 30th 2023

EXPENDITURES - FIELD OPERATIONS	
ELECTRIC UTILITY SERVICES	
Electric Utility Services - Streetlights	30,000.00
Electric Utility Services - All Others	1,500.00
TOTAL ELECTRIC UTILITY SERVICES	\$31,500.00
GARBAGE/SOLID WASTE SERVICES	
Garbage Recreation Center	0.00
TOTAL GARBAGE/SOLID WASTE SERVICES	\$0.00
WATER-SEWER COMBINATION SERVICES	
Water Utility Services	0.00
TOTAL WATER-SEWER COMBINATION SERVICES	\$0.00
STORMWATER CONTROL	
Stormwater System Maintenance	7,500.00
Wetland Monitoring/Maintenance	7,500.00
Annual Stormwater Report	5,000.00
TOTAL STORMWATER CONTROL	\$20,000.00
OTHER PHYSICAL ENVIRONMENT	
Property & Casualty Insurance	12,500.00
General Liability Insurance	3,200.00
Entry & Wall Maintenance	1,500.00
Landscape Maintenance	60.00
Irrigation Maintenance	6,000.00
Landscape Mulch	7,500.00
Landscape Annuals	7,500.00
Plant Replacement Program	5,000.00
Miscellaneous Landscape	1,000.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$44,260.00
ROAD & STREET FACILITIES	
Pavement & Drainage Maintenance	0.00
TOTAL ROAD & STREET FACILITIES	\$0.00
PARKS AND RECREATION	
Field Services	4,500.00
Facility Maintenance	0.00
On Site Staff	0.00
Pool Permits	0.00
Facility Janitorial Services	0.00
Facility Janitorial Supplies	0.00
Pool Service Contract	0.00
Pool Repairs	0.00
Facility A/C Maintenance	0.00
Telephone/Internet Services	0.00
Playground Equipment Maintenance	0.00
Access Control Maintenance	0.00
Dog Waste Station Service and Supplies	1,500.00
Holiday Decorations	0.00
Event Services & Supplies	0.00
TOTAL PARKS AND RECREATION	\$6,000.00
Contingency	
Miscellaneous Contingency	2,500.00
TOTAL CONTINGENCY	\$2,500.00
TOTAL SITE OPERATIONS	\$104,260.00

RESOLUTION 2023-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors (“**Board**”) of the Hillcrest Preserve Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, **EPG Hillcrest Development, LLC**, a Florida limited liability company, and its successors or assigns, (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2023-2024 Budget as shown in the revenues line item of the FY 2023-2024 Budget pursuant to a budget funding agreement; and

WHEREAS, **EPG Hillcrest Holdings, LLC**, a Florida limited liability company, and its successors or assigns, (“**Landowner**”), as the landowner of certain lands within the District, has agreed to fund the FY 2023-2024 Budget as shown in the revenues line item of the FY 2023-2024 Budget pursuant to a budget funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2022-2023 and/or revised projections for fiscal year 2023-2024.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Hillcrest Preserve Community Development District for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024".
- d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of \$ _____, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

Section 5. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 15, 2023.

Attested By:

**Hillcrest Preserve
Community Development District**

Secretary/Assistant Secretary

Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: FY 2023-2024 Adopted Budget

Exhibit B: Form of Budget Funding Agreement with Developer

**FY 2023-2024 Operations and Maintenance
Budget Funding Agreement
(Hillcrest Preserve Community Development District)**

This FY 2023-2024 Operations and Maintenance Budget Funding Agreement (this “**Agreement**”) is made and entered into as of August 15, 2023, between the **Hillcrest Preserve Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **EPG Hillcrest Development, LLC**, a Florida limited liability company, whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609, (the “**Developer**”) and **EPG Hillcrest Holdings, LLC**, a Florida limited liability company, whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609, (the “**Landowner**”).

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2023-2024 as attached hereto as **Exhibit A** (the “**FY 2023-2024 Budget**”), which commences on October 1, 2023, and concludes on September 30, 2024;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2023-2024 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2023-2024 Budget so long as payment is timely provided;

WHEREAS, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

WHEREAS, the Developer agrees that the activities of the District described in the FY 2023-2024 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2023-2024 Budget; and

WHEREAS, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2023-2024 Budget.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Funding Obligations.** From time to time during the 2023-2024 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$_____ in accordance with the FY 2023-2024 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **FY 2023-2024 Operations and Maintenance Reports, Budget Reports and Budget Amendments.** Each month during FY 2023-2024, the Developer shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2023-2024. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2023-2024. The District and Developer agree that the FY 2023-2024 Budget shall be revised at the end of the 2023-2024 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2023 and ending on September 30, 2024. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2023-2024 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2023-2024 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. **Right to Lien Property.**
 - a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
 - b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2023-2024 Budget" in the public records of the county, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
 - c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.

4. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific

performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

5. **Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
6. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.
7. **Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement 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 the doubtful language will not be interpreted or construed against any party.
8. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2023-2024 fiscal year on September 30, 2024. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
9. **Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
10. **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 of the parties hereto.
11. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
12. **Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
13. **Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EPG Hillcrest Development, LLC
a Florida limited liability company

**Hillcrest Preserve Community
Development District**

Name: _____
Title: _____

Name: _____
Chair/Vice-Chair of the Board of Supervisors

EPG Hillcrest Holdings, LLC
a Florida limited liability company

Name: _____
Title: _____

Exhibit A: FY 2023-2024 Budget

2024

HILLCREST PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024

PROPOSED ANNUAL OPERATING BUDGET



August 15, 2023

HILLCREST PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024
PROPOSED OPERATING BUDGET

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August 15, 2023

HILLCREST PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

The Hillcrest Preserve Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a “solution” to the State’s needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida’s effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2024, which begins on October 1, 2023. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

<u>Fund Number</u>	<u>Fund Name</u>	<u>Services Provided</u>
001	General Fund	Operations and Maintenance of Community Facilities
200	Debt Service Fund	
201	Debt Service Fund	

Facilities of the District

The District’s existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT

ADMINISTRATION DETAIL

October 1st 2023 - September 30th 2024

EXPENDITURES - ADMINSTRATIVE

FINANCIAL & ADMINISTRATIVE

Supervisor Fees	12,000.00
District Manager	25,000.00
District Engineer	9,500.00
Organizational Meeting/Initial Set up	4,000.00
Administration Services	4,500.00
Recording Secretary	2,400.00
ADA Website Set Up/Compliance	1,800.00
Website Maintenance	1,200.00
Accounting Services	9,000.00
Construction Accounting	0.00
Assessment Roll Preparation	0.00
Financial & Revenue Collections	1,200.00
Auditing Services	0.00
Dissemination Services	0.00
Arbitrage Rebate Reporting	0.00
Postage, Phone, Faxes, Copies	500.00
Public Officials Insurance	2,500.00
Legal Advertising	3,500.00
Bank Fees	200.00
Dues, Licenses, & Fees	175.00
Rentals and Leases	600.00
Office Supplies	100.00
Technology Services	600.00
Miscellaneous Fees	250.00

LEGAL COUNSEL

District Counsel	8,500.00
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TOTAL ADMINSTRATIVE

\$87,525.00

HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT

SITE OPERATIONS

October 1st 2023 - September 30th 2024

EXPENDITURES - FIELD OPERATIONS	
ELECTRIC UTILITY SERVICES	
Electric Utility Services - Streetlights	75,000.00
Electric Utility Services - All Others	15,000.00
TOTAL ELECTRIC UTILITY SERVICES	\$90,000.00
GARBAGE/SOLID WASTE SERVICES	
Garbage Recreation Center	1,500.00
TOTAL GARBAGE/SOLID WASTE SERVICES	\$1,500.00
WATER-SEWER COMBINATION SERVICES	
Water Utility Services	7,500.00
TOTAL WATER-SEWER COMBINATION SERVICES	\$7,500.00
STORMWATER CONTROL	
Stormwater System Maintenance	15,000.00
Wetland Monitoring/Maintenance	6,500.00
Annual Stormwater Report	3,500.00
TOTAL STORMWATER CONTROL	\$25,000.00
OTHER PHYSICAL ENVIRONMENT	
Property & Casualty Insurance	12,500.00
General Liability Insurance	3,200.00
Entry & Wall Maintenance	5,000.00
Landscape Maintenance	125,000.00
Irrigation Maintenance	12,000.00
Landscape Mulch	5,000.00
Landscape Annuals	5,000.00
Plant Replacement Program	5,000.00
Miscellaneous Landscape	1,000.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$173,700.00
ROAD & STREET FACILITIES	
Pavement & Drainage Maintenance	1,000.00
TOTAL ROAD & STREET FACILITIES	\$1,000.00
PARKS AND RECREATION	
Field Services	12,000.00
Facility Maintenance	5,000.00
On Site Staff	0.00
Pool Permits	500.00
Facility Janitorial Services	6,000.00
Facility Janitorial Supplies	1,500.00
Pool Service Contract	14,000.00
Pool Repairs	500.00
Facility A/C Maintenance	600.00
Telephone/Internet Services	750.00
Playground Equipment Maintenance	500.00
Access Control Maintenance	750.00
Dog Waste Station Service and Supplies	650.00
Holiday Decorations	0.00
Event Services & Supplies	0.00
TOTAL PARKS AND RECREATION	\$42,750.00
Contingency	
Miscellaneous Contingency	2,500.00
TOTAL CONTINGENCY	\$2,500.00
TOTAL SITE OPERATIONS	\$343,950.00

HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT

REVENUE COLLECTION

Fiscal Year 2024 Proposed Operating Budget

October 1st 2023 - September 30th 2024

GENERAL FUND REVENUES	
SPECIAL ASSESSMENTS - SERVICE CHARGES	
Operations & Maintenance Assmts-On Tax Roll	0.00
Operations & Maintenance Assmts-Off Tax Roll	431,475.00
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$431,475.00
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	
Landowner/Private Contributions	0.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$0.00
OTHER MISCELLANEOUS REVENUES	
Miscellaneous GF 001	0.00
TOTAL OTHER MISCELLANEOUS REVENUES	\$0.00
TOTAL REVENUES	\$431,475.00

Notations:

(1) Revenues shown exclude County 2% collection cost and 4% early payment discount.

HILLCREST PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Financial & Administrative

District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Postage, Phone, Fax, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Miscellaneous Administration

This is required of the District to store its official records.

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.

HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Investment Reporting Fees

This is to provide an investment report to the District on a quarterly basis.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Technology Services

This is to upgrade and keep current the operating components to comply with new governmental accounting standards along with basic website maintenance.

Website Administration

This is for maintenance and administration of the District's official website.

Capital Outlay

This is to purchase new equipment as required.

Legal Counsel

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

Electric Utility Services

Electric Utility Services

This item is for street lights, pool, recreation facility and other common element electricity

Garbage/Solid Waste Control Services

Garbage Collection

This item is for pick up at the recreation facility and parks as needed.

Water-Sewer Combination Services

Water Utility Services

This item is for the potable and non-potable water used for irrigation.

Other Physical Environment

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water.

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.

HILLCREST PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

Miscellaneous Landscape

This item is for any unforeseen circumstances that may effect the appearance of the landscape program.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

Property Taxes

This item is for property taxes assessed to lands within the District.

Irrigation Maintenance

Repairs necessary for everyday operation of the irrigation system to ensure its effectiveness.

Pool Maintenance

This item is necessary to contract with a vendor to maintain the pool within state guidelines for public use.

Clubhouse Maintenance

This item provides for operations, maintenance, and supplies to the District's Amenity Center.

**Hillcrest Preserve Community
Development District**

Report of the District Engineer



Prepared for:
Board of Supervisors
Hillcrest Preserve Community
Development District

Prepared by:
Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard
Suite 600
Tampa, FL 33602
(813) 223-9500

June 5, 2023



1.0 INTRODUCTION

The Hillcrest Preserve Community Development District ("the District") encompasses approximately 591.886 acres in Pasco County, Florida. The District is located within Sections 1 and 12, Township 25 South, Range 19 East, and Sections 6 and 7, Township 25 South, Range 20 East.

See Appendix A for a Vicinity Map and Legal Description of the District.

2.0 PURPOSE

The District was established by Pasco County Ordinance 23-18 adopted on May 23, 2023 for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. The purpose of this Report of the District Engineer is to provide a description and estimated costs of the public improvements and community facilities being planned within the District.

See Appendix B for an Aerial Map of the District.

3.0 THE DEVELOPER AND DEVELOPMENT

The property developer, EPG Hillcrest Development LLC, currently plans to build approximately 1,200 single family residential units.

The possible major public improvements and community facilities include, but are not limited to, water management and control, water supply, sewer and wastewater management, roads, parks and recreation, and landscaping/hardscaping/irrigation.

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Detailed descriptions of the proposed public improvements and community facilities are provided in the following sections.

4.1 WATER MANAGEMENT AND CONTROL

The design criteria for the District's water management and control is regulated by Pasco County and the Southwest Florida Water Management District (SWFWMD). The water management and control plan for the District focuses on utilizing newly constructed ponds within upland areas and on-site wetlands for stormwater treatment and storage.

Any excavated soil from the ponds is anticipated to remain within the development for use in building public infrastructure including roadways, landscape berming, drainage pond bank fill requirements, utility trench backfill, and filling and grading of public property.

The primary objectives of the water management and control for the District are:



1. To provide stormwater quality treatment.
2. To protect the development within the District from regulatory-defined rainfall events.
3. To maintain natural hydroperiods in the wetlands and connecting flow ways.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of constructing the District improvements during regulatory-defined rainfall events.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas which may naturally drain through the District.
6. To preserve the function of the flood plain storage during the 100-year storm event.

Water management and control systems will be designed in accordance with Pasco County technical standards. The District is anticipated to own and maintain these facilities.

4.2 WATER SUPPLY

The District is located within the Pasco County utilities service area which will provide water supply for potable water service and fire protection to the property. The water supply improvements are anticipated to include 8" looped water mains which will supply potable water and service and fire protection to the District. Off-site improvements may be required to provide service to the District.

The water supply systems will be designed in accordance with Pasco County technical standards. It is anticipated that Pasco County will own and maintain these facilities.

4.3 SEWER AND WASTEWATER MANAGEMENT

The District is located within the Pasco County utilities service area which will provide sewer and wastewater management service to the District. The sewer and wastewater management improvements are anticipated to include an 8" gravity sanitary sewer system within the road rights of way and pumping stations that will connect to an existing force main located north of the District. Off-site improvements may be required to provide service to the District.

All sanitary sewer and wastewater management facilities will be designed in accordance with Pasco County technical standards. It is anticipated that Pasco County will own and maintain these facilities.

4.4 DISTRICT ROADS

District Roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within rights of way abutting common areas.



All roads will be designed in accordance with the Pasco County technical standards and are anticipated to be owned and maintained by the Pasco County.

4.5 PARKS AND RECREATIONAL FACILITIES

Parks and recreation facilities are planned throughout the community and will be owned and maintained by the District.

4.6 LANDSCAPING/ HARDSCAPE/IRRIGATION

Community entry monumentation and landscape buffering and screening will be provided at several access points into the District. Irrigation will also be provided in the landscaped common areas.

It is anticipated that these improvements will be owned and maintained by the District.

4.7 PROFESSIONAL SERVICES AND PERMITTING FEES

Pasco County and SWFWMD impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, and architecture services are needed for the subdivision, landscape, hardscape, and community amenity's design, permitting, and construction. As well, development/construction management services are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Fees associated with performance and warranty financial securities covering Pasco County infrastructure may also be required.

These fees associated with public improvements may be funded by the District.

5.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES COSTS

See Appendix C for the Construction Cost Estimate of the Public Improvements and Community Facilities.

6.0 SUMMARY AND CONCLUSION

The District, as outlined above, is responsible for the functional development of the lands within the District and, except as noted above in this report, such public improvements and facilities are located within the boundary of the District.

The planning and design of the District will be in accordance with current governmental regulatory requirements.



Items of construction cost in this report are based on our review and analysis of the conceptual site plans for the development and recent costs expended in similar projects of nature and size. It is our professional opinion that the estimated infrastructure costs provided herein for the development are conservative to complete the construction of the Public Improvements and Community Facilities described herein. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The estimated cost is based on historical unit prices or current prices being experienced for on-going and similar items of work in Pasco County. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control. Due to this inherent possibility for fluctuation in costs, the total final cost may be more or less than this estimate.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

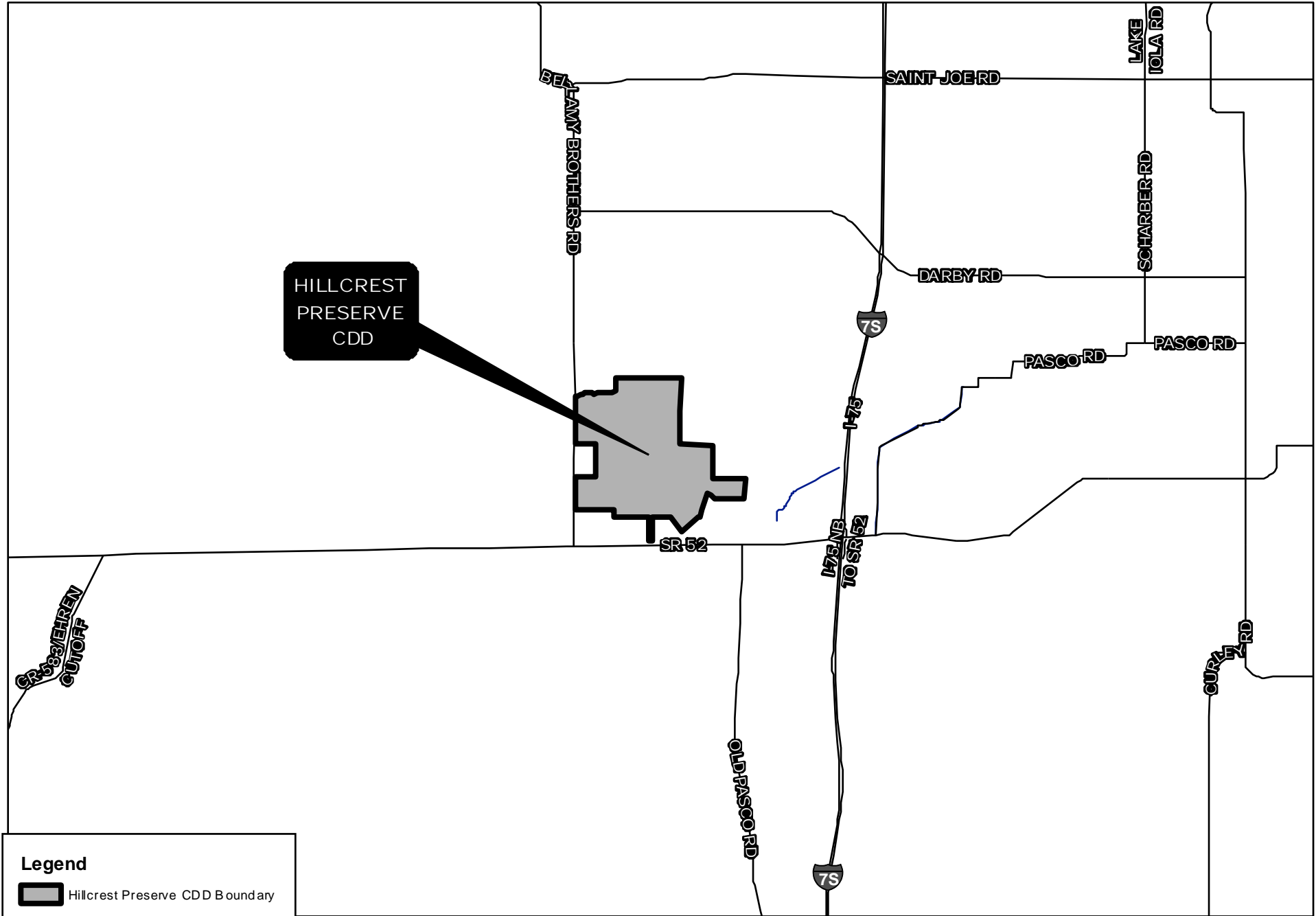
Tonja L. Stewart, P.E.
Florida License No. 47704




Hillcrest Preserve CDD
Report of the District Engineer
June 5, 2023

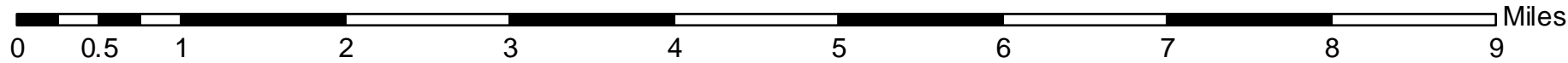
Appendix A VICINITY MAP AND LEGAL DESCRIPTION OF THE DISTRICT

HILLCREST PRESERVE CDD LOCATION MAP 12/2021



Legend

-  Hillcrest Preserve CDD Boundary



Description Sketch

(Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 1 and 12, Township 25 South, Range 19 East and Sections 6 and 7, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of the Southeast 1/4 of Section 6, same being the Northeast corner of the Northeast 1/4 of Section 7; thence S. 02°04'26" W., along the Easterly boundary of aforementioned, Section 7, a distance of 799.50 feet thence leaving said Easterly boundary of aforementioned, Section 7, S. 89°59'38" W., a distance of 1191.61 feet; thence N.40°21'25" W., a distance of 210.01 feet; thence N.69°56'07" W., a distance of 186.01 feet; thence S. 18°34'38" W., a distance of 710.02 feet; thence S. 13°15'40" W., a distance of 269.02 feet; thence S. 29°48'43" W., a distance of 63.32 feet; thence S. 50°35'31" W., a distance of 909.69 feet; thence N.32°39'43" W., a distance of 749.15 feet; thence S. 89°54'40" W., a distance of 768.59 feet; thence S. 00°05'20" E., a distance of 961.30 feet to a point of intersection with the North Right-of-Way of STATE ROAD NO. 52, per Florida Department of Transportation Right-of-Way Map, Section 14120-XXXX; thence S. 89°16'35" W., along said North Right-of-Way, a distance of 124.01 feet; thence leaving said North Right-of-Way, N.00°05'20" W., a distance of 962.68 feet; thence S. 89°54'40" W., a distance of 1377.01 feet to the Southeast corner of that certain property as described in Official Records Book 9546, Page 3713, of the Public Records of Pasco County, Florida; thence along the Easterly and Northerly boundary of said certain property the following two (2) courses; 1) N.00°26'05" E., a distance of 272.34 feet; 2) N.89°49'06" W., a distance of 1591.89 feet to a point of intersection with the Easterly Right-of-Way of BELLAMY BROTHERS BOULEVARD, according to Map Book 3, Pages 68 through 80, inclusive of the Public Records of Pasco County, Florida; thence along said Easterly Right-of-Way the following four (4) courses; 1) N.00°40'57" W., a distance of 1.47 feet; 2) N.00°12'50" W., a distance of 527.15 feet; 3) N.00°27'42" E., a distance of 647.79; 4) N.00°54'26" E., a distance of 147.21 feet to the Southwesterly corner of that certain property described in Official Records Book 8089, Page 1327, of the Public Records of Pasco County, Florida; thence along the Southerly, Easterly and Northerly boundary the following three (3) courses; 1) thence departing said Easterly Right-of-Way, S. 89°45'28" E., a distance of 798.33 feet; 2) N.00°19'40" E., a distance of 1327.30 feet; 3) S. 89°49'11" W., a distance of 798.84 feet to a point of intersection with said Easterly Right-of-Way of BELLAMY BROTHERS BOULEVARD; thence along said Easterly Right-of-Way the following four (4) courses; 1) N.00°18'40" E., a distance of 84.27 feet; 2) N.00°20'21" E., a distance of 682.49 feet; 3) N.00°23'09" E., a distance of 780.96 feet; 4) N.00°17'56" W., a distance of 325.33 feet to the Southwesterly corner of that certain property described in Official Records Book 5959, Page 179, of the Public Records of Pasco County, Florida; thence along the Southerly boundary of said certain property, the following thirteen (13) courses; 1) thence departing said Easterly Right-of-Way, N.79°02'48" E., a distance of 30.64 feet; 2) N.71°59'47" E., a distance of 78.56 feet; 3) N.69°26'40" E., a distance of 95.76 feet; 4) N.63°26'08" E., a distance of 100.24 feet; 5) N.78°30'14" E., a distance of 112.46 feet; 6) N.84°57'29" E., a distance of 127.51 feet; 7) S. 89°05'25" E., a distance of 117.69 feet; 8) S. 83°23'10" E., a distance of 129.75 feet; 9) N.87°47'52" E., a distance of 145.81 feet; 10) S. 89°59'59" E., a distance of 175.59 feet; 11) N.85°05'02" E., a distance of 174.36 feet; 12) N.82°01'13" E., a distance of 201.82 feet; 13) N.72°48'22" E., a distance of 144.08 feet to a point of intersection with the Easterly boundary of said certain property as described in Official Records Book 5959, Page 179, same being the Westerly boundary of the Northwest 1/4 of Section 6, Township 25 South, Range 20 East, Pasco County, Florida; thence N.00°16'21" E., along said Easterly boundary, same being said Westerly boundary of the Northwest 1/4 of aforementioned Section 6, a distance of 553.69 feet to the Southwesterly corner of that certain property as described in Official Records Book 8141, Page 1478 of the Public Records of Pasco County, Florida; thence S. 89°12'01" E., along said Southerly boundary and the Southerly boundary of that certain property as described in Official Records Book 7615, Page 1502 of the Public Records of Pasco County, Florida, a distance of 2634.90 feet; thence along said Southerly and Westerly boundary of said certain property the following five (5) courses 1) S. 00°57'46" W., a distance of 1322.64 feet; 2) S. 00°56'47" W., a distance of 1325.85 feet; 3) S. 89°11'06" E., a distance of 1313.40 feet; 4) thence S. 00°58'56" W., a distance of 1326.83 feet; 5) S. 89°07'51" E., a distance of 1312.58 feet to the **POINT OF BEGINNING**.

Containing 591.886 acres, more or less.

NOTES:

- 1) The bearings shown hereon are based on the boundary of the Northeast 1/4 of Section 7-25-20, having a Grid bearing of S. 02°04'26" W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- 2) Information shown hereon is not complete without accompanying sketch.
- 3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by John D. Weigle, LS5246 on 12-16-2021.
- 4) Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SEE SHEETS NO. 2 FOR SKETCH & NO. 3 FOR CURVE & LINE TABLES

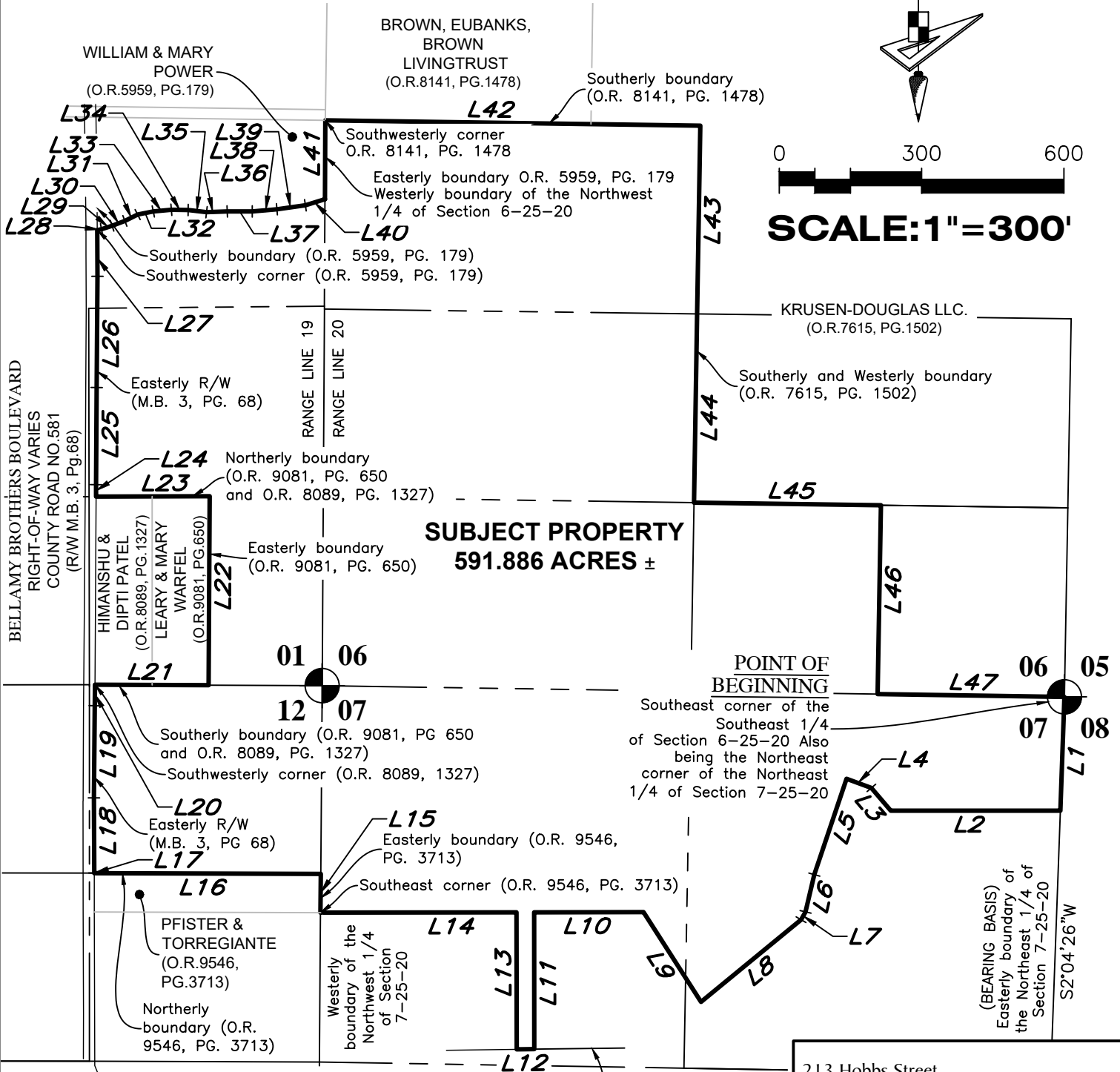
PROJECT: HILLCREST CDD			Prepared For: EISENHOWER PROPERTY GROUP		
PHASE: Description & Sketch			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 		
DRAWN: CRF	DATE: 12/10/21	CHECKED BY: MHC			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
_____ John D. Weigle FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS5246			GeoPoint Surveying, Inc.		

Description Sketch

(Not A Survey)



SCALE: 1"=300'



SUBJECT PROPERTY
591.886 ACRES ±

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

SEE SHEETS NO. 1 FOR DESCRIPTION &
SURVEYORS NOTES & SHEET NO. 3 FOR CURVE & LINE TABLES

Description Sketch

(Not A Survey)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 02°04'26" W	799.50'
L2	S 89°59'38" W	1191.61'
L3	N 40°21'25" W	210.01'
L4	N 69°56'07" W	186.01'
L5	S 18°34'38" W	710.02'
L6	S 13°15'40" W	269.02'
L7	S 29°48'43" W	63.32'
L8	S 50°35'31" W	909.69'
L9	N 32°39'43" W	749.15'
L10	S 89°54'40" W	768.59'
L11	S 00°05'20" E	961.30'
L12	S 89°16'35" W	124.01'
L13	N 00°05'20" W	962.68'
L14	S 89°54'40" W	1377.01'
L15	N 00°26'05" E	272.34'
L16	N 89°49'06" W	1591.89'
L17	N 00°40'57" W	1.47'
L18	N 00°12'50" W	527.15'
L19	N 00°27'42" E	647.79'
L20	N 00°54'26" E	147.21'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L21	S 89°45'28" E	798.33'
L22	N 00°19'40" E	1327.30'
L23	S 89°49'11" W	798.84'
L24	N 00°18'40" E	84.27'
L25	N 00°20'21" E	682.49'
L26	N 00°23'09" E	780.96'
L27	N 00°17'56" W	325.33'
L28	N 79°02'48" E	30.64'
L29	N 71°59'47" E	78.56'
L30	N 69°26'40" E	95.76'
L31	N 63°26'08" E	100.24'
L32	N 78°30'14" E	112.46'
L33	N 84°57'29" E	127.51'
L34	S 89°05'25" E	117.69'
L35	S 83°23'10" E	129.75'
L36	N 87°47'52" E	145.81'
L37	S 89°59'59" E	175.59'
L38	N 85°05'02" E	174.36'
L39	N 82°01'13" E	201.82'
L40	N 72°48'22" E	144.08'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L41	N 00°16'21" E	553.69'
L42	S 89°12'01" E	2634.90'
L43	S 00°57'46" W	1322.64'
L44	S 00°56'47" W	1325.85'
L45	S 89°11'06" E	1313.40'
L46	S 00°58'56" W	1326.83'
L47	S 89°07'51" E	1312.58'

SEE SHEETS NO. 1 FOR DESCRIPTION &
SURVEYORS NOTES & NO. 2 FOR SKETCH

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

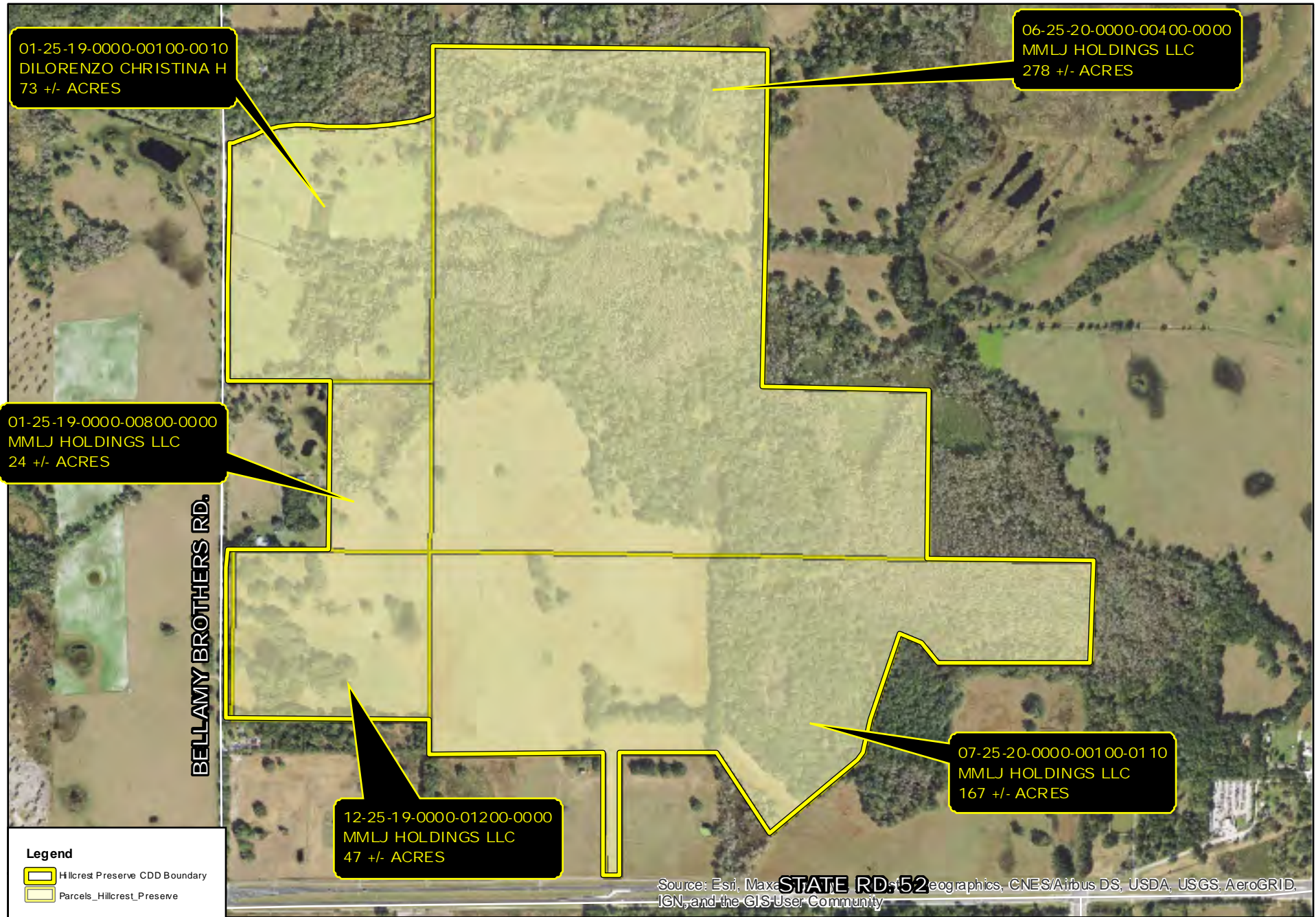




Hillcrest Preserve CDD
Report of the District Engineer
June 5, 2023

Appendix B AERIAL MAP

HILLCREST PRESERVE CDD 12/2021



01-25-19-0000-00100-0010
DIORENZO CHRISTINA H
73 +/- ACRES

06-25-20-0000-00400-0000
MMLJ HOLDINGS LLC
278 +/- ACRES

01-25-19-0000-00800-0000
MMLJ HOLDINGS LLC
24 +/- ACRES

BELLAMY BROTHERS RD.

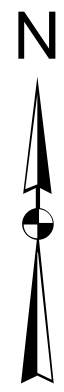
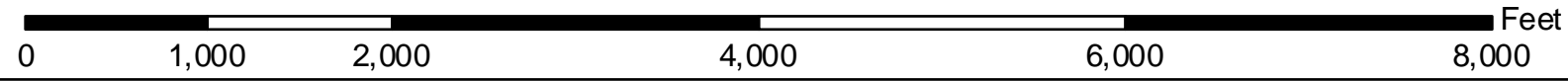
12-25-19-0000-01200-0000
MMLJ HOLDINGS LLC
47 +/- ACRES

07-25-20-0000-00100-0110
MMLJ HOLDINGS LLC
167 +/- ACRES

Legend

- Hillcrest Preserve CDD Boundary
- Parcels_Hillcrest_Preserve

Source: Esri, Maxar, GeoEye, IGN, and the GIS User Community
STATE RD. 52





Hillcrest Preserve CDD
Report of the District Engineer
June 5, 2023

Appendix C CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Hillcrest Preserve
Community Development District
Proposed Infrastructure Costs and Timeline

<u>Description</u>	<u>2022-2024 District</u> <u>Estimated Cost Phase 1</u>	<u>2025-2026 District</u> <u>Estimated Cost Phase 2</u>	<u>Total</u>
Stormwater Management	\$ 10,512,438	\$ 10,512,438	\$ 21,024,876
Utilities	\$ 8,852,578	\$ 8,852,578	\$ 17,705,156
Roads (Includes ROW Landscape/Hardscape)	\$ 8,299,292	\$ 8,299,292	\$ 16,598,584
Amenity, Parks & Recreation	\$ 2,080,023	\$ 2,080,023	\$ 4,160,046
Off-Site Improvements	\$ 1,560,017	\$ 1,560,017	\$ 3,120,034
Professional Fees, Permitting & Contingency	\$ 4,695,652	\$ 4,695,652	\$ 9,391,304
TOTAL	\$ 36,000,000	\$ 36,000,000	\$ 72,000,000



HILLCREST PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT

MASTER ASSESSMENT
METHODOLOGY REPORT

Report Date:

August 14, 2023

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I. INTRODUCTION

This Master Assessment Methodology Report (the “Master Report”) details the basis of the benefit allocation and assessment methodology to support the financing plan to complete the public infrastructure required within the Hillcrest Preserve Community Development District (the “District”). The private assessable lands (“Assessable Property”) benefitting from the public infrastructure are generally described within Exhibit A of this Master Report and further described within the Engineer’s Report, dated June 5, 2023 (the “Engineer’s Report”). The objective of this Master Report is to:

1. Identify the District’s capital improvement program (“CIP”) for the project to be financed, constructed and/or acquired by the District; and
2. Determine a fair and equitable method of spreading the associated costs to the benefitting Assessable Property within the District pre- and post-development completion; and
3. Provide a basis for the placement of a lien on the Assessable Property within the District benefitting from the CIP, as outlined by the Engineer’s Report.

The basis of benefit received by Assessable Property relates directly to the proposed CIP. It is the District’s CIP that will create the public infrastructure that enables Assessable Property within the District to be developed and improved under current allowable densities. The CIP includes water management and control, water supply, sewer and wastewater management, roads, parks and recreation, and landscaping/hardscaping/irrigation. The Engineers Report identified estimated cost to complete the CIP, inclusive of associated “soft costs” such as legal/engineering services with contingencies to account for commodity and service market fluctuations. This report will further address additional financing costs associated with funding the CIP. Without the required improvements in the CIP, the development of the Assessable Property could not be undertaken within the current development standards. The main objective of this Master Report is to establish a basis on which to quantify and allocate the special benefit provided by the CIP proportionally to the Assessable Property within the District. A detailed allocation methodology and finance plan will be utilized to equitably distribute CIP costs upon the Assessable Property within the District based upon the level of proportional benefit received.

This Master Report outlines the assignment of benefit, assessment methodology and financing structure for bonds to be issued by the District. As a result of the methodology application, the maximum long-term assessment associated with the current CIP is identified. The District will issue Special Assessment Bonds (the “Bonds”), in one or more series consisting of various amounts of principal debt and maturities to finance the construction and/or acquisition of all or a portion of the CIP.

It is anticipated that the methodology consultant will prepare individual supplemental reports applying the allocation methodology contained herein for the imposition and collection of long-term special assessments on a first platted, first assigned basis for repayment of a specific series of Bonds. The methodology consultant may

distribute supplemental reports in connection with updates and/or revisions to the finance plan. Such supplemental reports will be created to stipulate amended terms, interest rates, developer contributions if any, issuance costs and will detail the resulting changes in the level of funding allocated to the various trust accounts and subaccounts. The Bonds will be repaid from and secured by non-ad valorem assessments levied on those Assessable Properties benefiting from the public improvements within the District. Non-ad valorem assessments will be levied each year to provide the funding necessary to pay debt service on the Bonds and to fund operations and maintenance costs related to the capital improvements maintained by the District.

In summary, this Master Report will determine the benefit, apportionment and financing structure for the Bonds to be issued by the District in accordance with Chapters 170, 190 and 197, Florida Statutes, as amended, to establish a basis for the levying and collecting of special assessments based on the benefits received and is consistent with our understanding and experience with case law on this subject.

II. DEFINED TERMS

“Assessable Property:” – All private property within the District that receives a special benefit from the CIP.

“Capital Improvement Program” (CIP) – The public infrastructure development program as outlined by the Master Engineer’s Report dated June 5, 2023.

“Developer” – EPG Hillcrest Development, LLC.

“Development Plan” – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District, Table 2.

“District” – Hillcrest Preserve Community Development District, encompasses 591.89 +/- acres, Pasco County Florida.

“Engineer Report” – Master Engineer’s Report, dated June 5, 2023.

“Equivalent Assessment Unit” (EAU) – A weighted value assigned to dissimilar residential lot product types to differentiate assignment of benefit and lien values.

“Maximum Assessments” – The maximum amount of special assessments and liens to be levied against benefiting assessable properties.

“Platted Units” – Private property subdivided as a portion of gross acreage by virtue of the platting process.

“Product Type” – Classification assigned by the District Engineer to dissimilar lot products for the development of the vertical construction. Determined in part as to differentiated sizes, setbacks and other factors.

“Unplatted Parcels” – Gross acreage intended for subdivision and platting pursuant to the Development Plan.

III. DISTRICT OVERVIEW

The District area encompasses 591.89 +/- acres and is located entirely within Pasco County, Florida, located between Bellamy Brothers Boulevard and I-75, south of Darby Road and north of State Road 52. The primary developer of the Assessable Property is EPG Hillcrest Development, LLC (the “Developer”), who has created the overall development plan as outlined and supported by the Engineer’s Report. The development plan for the District contemplates multiple phases consisting of approximately 802 residential units. The public improvements as described in the Engineer’s Report include, but are not limited to, water management and control, water supply, sewer and wastewater management, roads, parks and recreation, and landscaping/hardscaping/irrigation.

IV. CAPITAL IMPROVEMENT PROGRAM

The District and Developer are undertaking the responsibility of providing the public infrastructure necessary to develop the District’s CIP. As designed, the CIP is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to District lands, i.e.: all benefiting landowners of the Assessable Property within the District benefit the same from the first few feet of infrastructure as they do from the last few feet. The CIP costs within Table 1 of this Master Report reflect cost as further detailed within the Engineer’s Report, these costs are exclusive of any financing related costs.

V. FINANCING INFORMATION

The District intends to finance only a portion of the CIP through the issuance of the Bonds; however this report assumes the financing of 100% of the improvements to identify the full benefit and potential. As the Bonds will be issued in one or more series, the Bonds will be sized at an amount rounded to the nearest \$5,000 and will include items such debt service reserves, capitalized interest, and issuance costs.

For purposes of the Master Report, conservative allowances have been made for a debt service reserve, capitalized interest, issuance costs, and collection cost as shown on Table 6. The methodology consultant will issue supplemental report(s) which outline the provisions specific to each bond issue with the application of the assessment methodology contained herein. The supplemental report(s) will detail the negotiated terms, interest rates and costs associated with each series of Bonds representing the market rate at that point in time. The supplemental reports will outline any Developer contributions towards the completion of the CIP applied to prepay any assessments on any one or collective Assessable Properties within the District. The supplemental report(s) will also detail the level of funding allocated to the construction/acquisition account, the debt service reserve account, underwriter’s discount, issuance and collection costs. Additionally, the supplemental report(s) will apply the principles set forth in the Master Report to determine the specific assessments required to repay the Bonds.

VI. ALLOCATION METHODOLOGY

The CIP benefits all Assessable Property within the District proportionally. The level of relative benefit can be compared through the use of defining “equivalent” units of measurement by product type to compare dissimilar development product types. This is accomplished through determining an estimate of the relationship between the product types, based on a relative benefit received by each product type from the CIP. The use of Equivalent Assessment Unit (EAU) methodologies is well established as a fair and reasonable proxy for estimating the benefit received by private benefiting properties. One (1) EAU has been assigned to the 50’ residential use product type as a baseline, with a proportional increase or decrease relative to other planned residential product types and sizes. Table 2 outlines EAUs assigned for residential product types under the current Development Plan. If future assessable property is added or product types are contemplated, this Report will be amended to reflect such change.

The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting Assessable Property by use and size in comparison to other Assessable Property within the District. According to F.S. 170.02, the methodology by which special assessments are allocated to specifically benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific Assessable Property. The CIP benefit and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the District for levy and collection. The allocation of benefits and Maximum Assessments associated with the CIP are demonstrated on Table 3 through Table 5. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per parcel basis, thereby reducing the annual debt service assessment associated with any series of Bonds.

VII. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those properties specially benefiting from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).

The District’s CIP contains a “system of improvements” including the funding, construction and/or acquisition of off-site improvements, stormwater management, utilities (water and sewer), roadways, landscape/hardscape and amenities; all of which are considered to be for an approved and assessable purpose (F.S. 170.01) which satisfies the first requirement for a valid special assessment, as described above.

Additionally, the improvements will result in all Assessable Property within the District receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies

the second requirement, above. Finally, the specific benefit to the Assessable Property is equal to or exceeds the cost of the assessments levied on the Assessable Property (F.S. 170.02), which satisfies the third requirement, above.

The first requirement for determining the validity of a special assessment is plainly demonstrable; eligible improvements are found within the list provided in F.S. 170.01. However, the second and third requirements for a valid special assessment require a more analytical examination. As required by F.S. 170.02, and described in the preceding section entitled “Allocation Methodology,” this approach involves identifying and assigning value to specific benefits being conferred upon the various Assessable Property, while confirming the value of these benefits exceed the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, added enjoyment of the property, probability of decreased insurance premiums and the probability of increased marketability and value of the property.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the various Assessable Property. These benefits are derived from the acquisition and/or construction of the District’s CIP. The allocation of responsibility for payment on the Bonds has been apportioned according to reasonable estimates of the special benefits provided consistent with each land use category. Accordingly, no acre or parcel of property within the boundary of the properties will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that parcel of the District.

Property within the District that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as: lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by HOA(s). To the extent it is later determined that a property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to acreage density as demonstrated in other use EAU assignment.

VIII. ASSIGNMENT OF ASSESSMENTS

This section sets out the manner in which special assessments will be assigned to the Assessable Property within the District. In general, the assessments will initially be assigned on a gross acreage basis, gradually absorbed and assigned on a first platted, first assigned priority.

It is useful to consider three distinct states or conditions of development within a community. The initial condition is the “undeveloped state.” At this point the infrastructure may or may not be installed but none of the units in the development program have been platted. This condition exists when the infrastructure program is financed prior to any development. While the land is in an “undeveloped state,” special assessments will be assigned on an equal acre basis across all of the gross acreage within each phase, relative to the special assessment lien levied as identified within Exhibit “A” of this Master Report. Debt will not be solely assigned to properties

within each phase which have development rights but will be assigned to undevelopable properties to ensure integrity of development plans, rights and entitlements.

The second condition is “on-going development”. At this point, if not already in place, the installation of infrastructure has begun. Additionally, the development program has started to take shape. As lands subject to special assessments within each phase are platted and fully developed, they are assigned specific assessments in relation to the estimated benefit that each unit receives from the CIP, with the balance of the debt assigned on a per acre basis as described in the preceding paragraph. This generally describes the flow for a “first platted, first assigned basis” of assessments against product types per parcel, therefore each fully developed, platted unit would be assigned a par debt assessment as set forth in Table 7. It is not contemplated that any unassigned debt would remain once all of the lots associated with the improvements are platted and fully developed; if such a condition was to occur; the true-up provisions in section IX of this Master Report would be applicable.

The third condition is the “completed development state.” In this condition the entire development program for the District has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within each phase of the District based on the methodology described herein.

IX. TRUE-UP MODIFICATION

During the construction period of phases of development, it is possible that the number of residential units built may change, thereby necessitating a modification to the per unit allocation of assessment principal. In order to ensure the District’s debt does not build up on the unplatted land, the District shall apply the following test as outlined within this “true up methodology”.

The debt per acre remaining on the unplatted developable land within the District is never allowed to increase above its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for each Bond issue divided by the number of developable acres encumbered by those Bonds. Thus, every time the test is applied, the debt encumbering the remaining un-platted developable acres must remain equal to, or lower than the ceiling level of debt per acre as established by Exhibit A.

True-up tests shall be performed upon the acceptance of each recorded plat submitted to subdivide developed lands within the District. If upon the completion of any true-up analyses it is found that the debt per gross acre exceeds the established maximum ceiling debt per acre, or there is not sufficient development potential in the remaining acreage in the District to produce the densities required to adequately service Bond debt, the District would require the immediate remittance of a density reduction payment, plus accrued interest as applicable in an amount sufficient to reduce the remaining debt per acre to the ceiling amount per acre, thus allow the remaining gross acreage to adequately service bond debt upon planned development. The final test shall be applied at the platting of 100% of the development units within each phase of the District. Should additional coverage be identified at or prior to the final true up as a result of changes in the development plan, the District

will reserve the right to either use excess to issue more debt or pay down the existing principal amounts within outstanding Bonds proportionally.

True-up payment provisions may be suspended if the landowner can demonstrate, to the reasonable satisfaction of the District and bondholders, that there is sufficient development potential in the remaining acreage within the District to produce the densities required to adequately service Bond debt. The Developer and District will enter into a true-up agreement to evidence the obligations described in this Section VIII.

All assessments levied run with the land and it is the responsibility of the District to enforce the true-up provisions and collect any required true-up payments due. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made.

X. ADDITIONAL STIPULATIONS

Inframark was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Inframark makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Inframark does not represent the District as a Municipal Advisor or Securities Broker nor is Inframark registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Inframark does not provide the District with financial advisory services or offer investment advice in any form.

TABLE 1

HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT BUILDOUT COMMUNITY DEVELOPMENT PROGRAM COSTS			
DESCRIPTION	2023-2024 PHASE 1	2025-2026 PHASE 2	TOTAL PROJECT COSTS
Stormwater Management	\$ 10,512,438.00	\$ 10,512,438.00	\$ 21,024,876.00
Utilities	\$ 8,852,578.00	\$ 8,852,578.00	\$ 17,705,156.00
Roads (Includes ROW, Landscape/Hardscape)	\$ 8,299,292.00	\$ 8,299,292.00	\$ 16,598,584.00
Amnity, Parks & Recreation	\$ 2,080,023.00	\$ 2,080,023.00	\$ 4,160,046.00
Off-Site Improvements	\$ 1,560,017.00	\$ 1,560,017.00	\$ 3,120,034.00
Professional Fees, Permitting & Cointingency	\$ 4,695,652.00	\$ 4,695,652.00	\$ 9,391,304.00
TOTAL	\$ 36,000,000.00	\$ 36,000,000.00	\$ 72,000,000.00

TABLE 2

HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT PLANNED DEVELOPMENT PROGRAM				
PRODUCT	LOT SIZE	UNITS	PER UNIT EAU ⁽²⁾	TOTAL EAUs
Townhomes	N/A	76	0.560	42.56
Single Family	40	256	0.800	204.80
Single Family	50	323	1.000	323.00
Single Family	60	147	1.200	176.40
TOTAL		802		746.76

⁽¹⁾ EAU factors assigned based on Product Type as identified by district engineer and do not reflect front footage of planned lots.

⁽²⁾ Any development plan changes will require recalculations pursuant to the true-up provisions within this report.

TABLE 3

DEVELOPMENT PROGRAM COST/BENEFIT ANALYSIS	
PROJECT COSTS	\$72,000,000
TOTAL PROGRAM EAUS	746.76
TOTAL COST/BENEFIT	<u>\$96,417</u>

Table 3 Notations:

1) Benefit is equal to or greater than cost as assigned per Equivalent Assessment Unit ("EAU") as described above.

TABLE 4

DEVELOPMENT PROGRAM *NET* COST/BENEFIT ANALYSIS					
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	NET BENEFIT	
				PER PRODUCT TYPE	PER PRODUCT UNIT
Townhomes	0.560	76	42.56	\$4,103,487	\$53,993
40	0.800	256	204.80	\$19,746,103	\$77,133
50	1.000	323	323.00	\$31,142,536	\$96,417
60	1.200	147	176.40	\$17,007,874	\$115,700
		<u>802</u>	<u>746.76</u>	<u>\$72,000,000</u>	

Table 4 Notations:

1) Table 4 determines only the anticipated construction cost, net of finance and other related costs.

TABLE 5

CONSTRUCTION COST AND BENEFIT						
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	PERCENTAGE OF EAUs	TOTAL AMOUNT PER PRODUCT TYPE	TOTAL AMOUNT PER LOT
Townhomes	0.560	76	42.56	5.7%	\$4,103,487	\$53,993
40	0.800	256	204.80	27.4%	\$19,746,103	\$77,133
50	1.000	323	323.00	43.3%	\$31,142,536	\$96,417
60	1.200	147	176.40	23.6%	\$17,007,874	\$115,700
		802	746.76	100%	\$72,000,000	

HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS		
FINANCING INFORMATION - FINANCING INFORMATION BOND SERIES		
Coupon Rate ⁽¹⁾		8.00%
Term (Years)		33
Principal Amortization Installments		30
ISSUE SIZE		\$111,005,000
Construction Fund		\$72,000,000
Capitalized Interest (Months) ⁽²⁾	36	\$26,641,200
Debt Service Reserve Fund	100%	\$9,640,965
Underwriter's Discount	2.00%	\$2,220,100
Cost of Issuance		\$500,000
Rounding		\$2,735
ANNUAL ASSESSMENT		
Annual Debt Service (Principal plus Interest)		\$9,640,965
Collection Costs and Discounts @	6.00%	\$615,381
TOTAL ANNUAL ASSESSMENT		\$10,256,346
⁽¹⁾ Based on conservative interest rate, subject to change based on market conditions.		
⁽²⁾ Based on capitalized interest 36 months.		

TABLE 7

HILLCREST PRESERVE
 COMMUNITY DEVELOPMENT DISTRICT
 CDD ASSESSMENT ANALYSIS

ALLOCATION METHODOLOGY - SERIES LONG TERM BONDS ⁽¹⁾								
PRODUCT	PER UNIT	TOTAL EAUs	% OF EAUs	UNITS	PRODUCT TYPE		PER UNIT	
					TOTAL PRINCIPAL	ANNUAL ASSMT. ⁽²⁾	TOTAL PRINCIPAL	ANNUAL ASSMT. ⁽²⁾
Townhomes	0.560	42.56	5.70%	76	\$6,326,494	\$584,539	\$83,243	\$7,691
Single Family 40'	0.800	204.80	27.43%	256	\$30,443,280	\$2,812,818	\$118,919	\$10,988
Single Family 50'	1.000	323.00	43.25%	323	\$48,013,572	\$4,436,231	\$148,649	\$13,734
Single Family 60'	1.200	176.40	23.62%	147	\$26,221,654	\$2,422,759	\$178,379	\$16,481
TOTAL		746.76	100%	802	111,005,000	10,256,346		

⁽¹⁾ Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per unit basis. 36 month Capitalized Interest Period.

⁽²⁾ Includes principal, interest

EXHIBIT A

The maximum par amount of Bonds that may be borrowed by the District to pay for the public capital infrastructure improvements is \$111,005,000.00 payable in 30 annual installments of principal of \$16,305.25 per gross acre. The maximum par debt is \$187,736.77 per gross acre and is outlined below.

Prior to platting, the debt associated with the Capital Improvement Plan will initially be allocated on a per acre basis within the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this Report.

ASSESSMENT ROLL			
TOTAL ASSESSMENT:	<u>\$111,005,000.00</u>		
ANNUAL ASSESSMENT:	<u>\$9,640,965.45</u>	(30 Installments)	
TOTAL GROSS ASSESSABLE ACRES +/-:	<u>591.28</u>		
TOTAL ASSESSMENT PER ASSESSABLE GROSS ACRE:	<u>\$187,736.77</u>		
ANNUAL ASSESSMENT PER GROSS ASSESSABLE ACRE:	<u>\$16,305.25</u>	(30 Installments)	
		PER PARCEL ASSESSMENTS	
<u>Landowner Name, Hillsborough County Folio ID & A</u>	<u>Gross Unplatted Assessable Acres</u>	<u>Total PAR Debt</u>	<u>Total Annual</u>
EPG Hillcrest Holdings LLC			
111 S Armenia Ave Ste 201, Tampa FL 33609			
Tampa Florida, 33609			
Folio: 01-25-19-0000-00100-0010	73.00	\$13,704,784.54	\$1,190,282.91
Folio: 01-25-19-0000-00800-0000	25.00	\$4,693,419.36	\$407,631.13
Folio: 06-25-20-0000-00400-0000	278.28	\$52,243,389.60	\$4,537,423.67
Folio: 07-25-20-0000-00100-0111	167.50	\$31,445,909.72	\$2,731,128.59
Folio: 12-25-19-0000-01200-0000	47.50	\$8,917,496.79	\$774,499.15
Totals:	<u>591.28</u>	<u>\$111,005,000.00</u>	<u>\$9,640,965.45</u>
Notation:			
Assessments shown are net of collection cost			

Description Sketch (Not A Survey)

DESCRIPTION: A parcel of land lying in Sections 1 and 12, Township 25 South, Range 19 East and Sections 6 and 7, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:



BEGIN at the Southeast corner of the Southeast 1/4 of Section 6, same being the Northeast corner of the Northeast 1/4 of Section 7; thence S. 02°04'26" W., along the Easterly boundary of aforementioned, Section 7, a distance of 799.50 feet thence leaving said Easterly boundary of aforementioned, Section 7, S. 89°59'38" W., a distance of 1191.61 feet; thence N.40°21'25" W., a distance of 210.01 feet; thence N.69°56'07" W., a distance of 186.01 feet; thence S. 18°34'38" W., a distance of 710.02 feet; thence S. 13°15'40" W., a distance of 269.02 feet; thence S. 29°48'43" W., a distance of 63.32 feet; thence S. 50°35'31" W., a distance of 909.69 feet; thence N.32°39'43" W., a distance of 749.15 feet; thence S. 89°54'40" W., a distance of 768.59 feet; thence S. 00°05'20" E., a distance of 961.30 feet to a point of intersection with the North Right-of-Way of STATE ROAD NO. 52, per Florida Department of Transportation Right-of-Way Map, Section 14120-XXXX; thence S. 89°16'35" W., along said North Right-of-Way, a distance of 124.01 feet; thence leaving said North Right-of-Way, N.00°05'20" W., a distance of 962.68 feet; thence S. 89°54'40" W., a distance of 1377.01 feet to the Southeast corner of that certain property as described in Official Records Book 9546, Page 3713, of the Public Records of Pasco County, Florida; thence along the Easterly and Northerly boundary of said certain property the following two (2) courses; 1) N.00°26'05" E., a distance of 272.34 feet; 2) N.89°49'06" W., a distance of 1591.89 feet to a point of intersection with the Easterly Right-of-Way of BELLAMY BROTHERS BOULEVARD, according to Map Book 3, Pages 68 through 80, inclusive of the Public Records of Pasco County, Florida; thence along said Easterly Right-of-Way the following four (4) courses; 1) N.00°40'57" W., a distance of 1.47 feet; 2) N.00°12'50" W., a distance of 527.15 feet; 3) N.00°27'42" E., a distance of 647.79; 4) N.00°54'26" E., a distance of 147.21 feet to the Southwesterly corner of that certain property described in Official Records Book 8089, Page 1327, of the Public Records of Pasco County, Florida; thence along the Southerly, Easterly and Northerly boundary the following three (3) courses; 1) thence departing said Easterly Right-of-Way, S. 89°45'28" E., a distance of 798.33 feet; 2) N.00°19'40" E., a distance of 1327.30 feet; 3) S. 89°49'11" W., a distance of 798.84 feet to a point of intersection with said Easterly Right-of-Way of BELLAMY BROTHERS BOULEVARD; thence along said Easterly Right-of-Way the following four (4) courses; 1) N.00°18'40" E., a distance of 84.27 feet; 2) N.00°20'21" E., a distance of 682.49 feet; 3) N.00°23'09" E., a distance of 780.96 feet; 4) N.00°17'56" W., a distance of 325.33 feet to the Southwesterly corner of that certain property described in Official Records Book 5959, Page 179, of the Public Records of Pasco County, Florida; thence along the Southerly boundary of said certain property, the following thirteen (13) courses; 1) thence departing said Easterly Right-of-Way, N.79°02'48" E., a distance of 30.64 feet; 2) N.71°59'47" E., a distance of 78.56 feet; 3) N.69°26'40" E., a distance of 95.76 feet; 4) N.63°26'08" E., a distance of 100.24 feet; 5) N.78°30'14" E., a distance of 112.46 feet; 6) N.84°57'29" E., a distance of 127.51 feet; 7) S. 89°05'25" E., a distance of 117.69 feet; 8) S. 83°23'10" E., a distance of 129.75 feet; 9) N.87°47'52" E., a distance of 145.81 feet; 10) S. 89°59'59" E., a distance of 175.59 feet; 11) N.85°05'02" E., a distance of 174.36 feet; 12) N.82°01'13" E., a distance of 201.82 feet; 13) N.72°48'22" E., a distance of 144.08 feet to a point of intersection with the Easterly boundary of said certain property as described in Official Records Book 5959, Page 179, same being the Westerly boundary of the Northwest 1/4 of Section 6, Township 25 South, Range 20 East, Pasco County, Florida; thence N.00°16'21" E., along said Easterly boundary, same being said Westerly boundary of the Northwest 1/4 of aforementioned Section 6, a distance of 553.69 feet to the Southwesterly corner of that certain property as described in Official Records Book 8141, Page 1478 of the Public Records of Pasco County, Florida; thence S. 89°12'01" E., along said Southerly boundary and the Southerly boundary of that certain property as described in Official Records Book 7615, Page 1502 of the Public Records of Pasco County, Florida, a distance of 2634.90 feet; thence along said Southerly and Westerly boundary of said certain property the following five (5) courses 1) S. 00°57'46" W., a distance of 1322.64 feet; 2) S. 00°56'47" W., a distance of 1325.85 feet; 3) S. 89°11'06" E., a distance of 1313.40 feet; 4) thence S. 00°58'56" W., a distance of 1326.83 feet; 5) S. 89°07'51" E., a distance of 1312.58 feet to the **POINT OF BEGINNING**.

Containing 591.886 acres, more or less.

NOTES:

- 1) The bearings shown hereon are based on the boundary of the Northeast 1/4 of Section 7-25-20, having a Grid bearing of S. 02°04'26" W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- 2) Information shown hereon is not complete without accompanying sketch.
- 3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by John D. Weigle, LS5246 on 12-16-2021.
- 4) Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

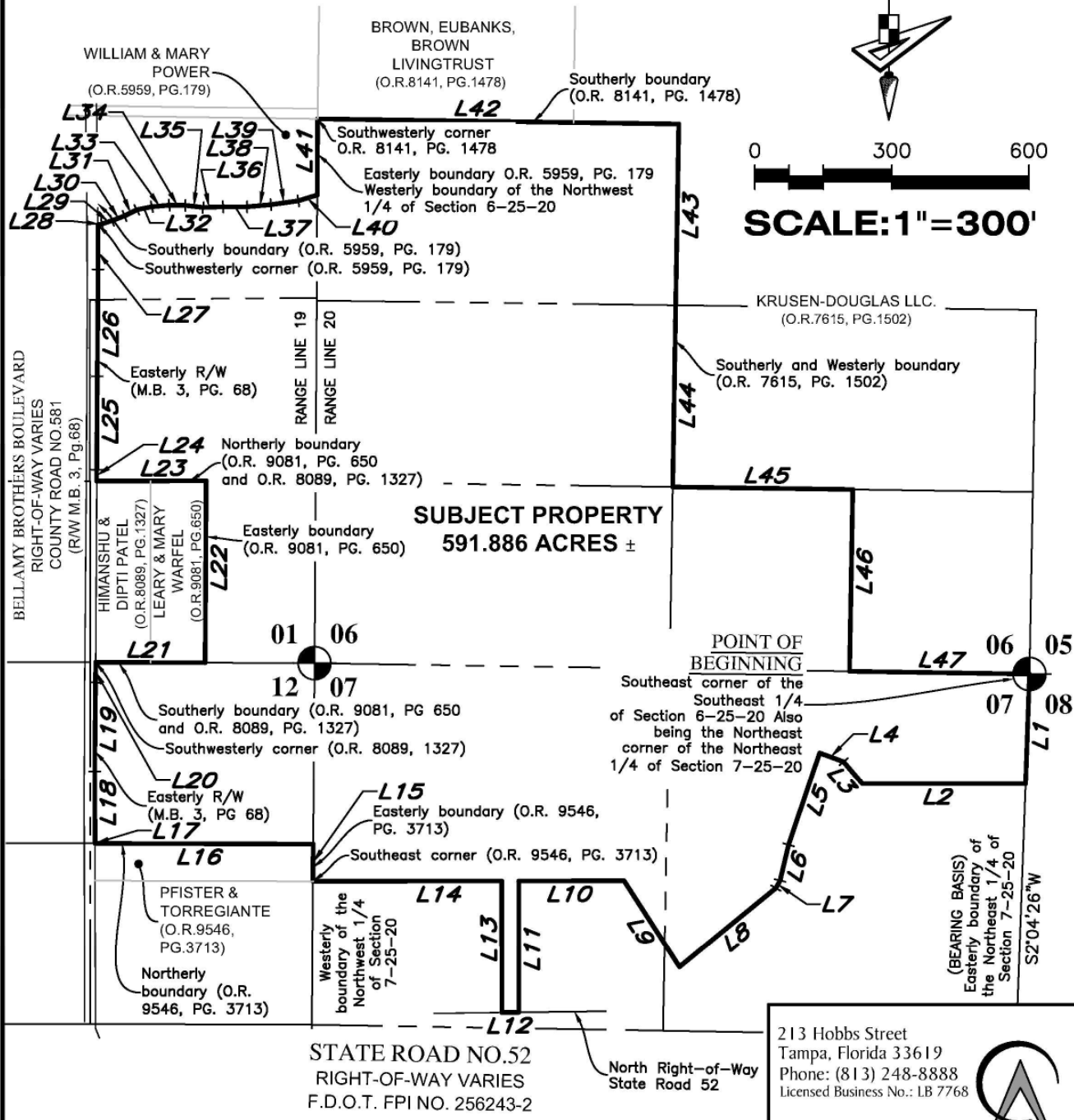
SEE SHEETS NO. 2 FOR SKETCH & NO. 3 FOR CURVE & LINE TABLES

PROJECT: HILLCREST CDD			Prepared For: EISENHOWER PROPERTY GROUP		
PHASE: Description & Sketch			 Digitally signed by John D. Weigle Date: 2021.12.16 12:35:58 -05'00'		
DRAWN: CRF	DATE: 12/10/21	CHECKED BY: MHC			
REVISIONS			 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 GeoPoint Surveying, Inc.		
DATE	DESCRIPTION	DRAWN BY			
John D. Weigle FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS5246			Date: 2021.12.16 12:35:58 -05'00'		

Description Sketch (Not A Survey)



0 300 600
SCALE: 1"=300'



SEE SHEETS NO. 1 FOR DESCRIPTION & SURVEYORS NOTES & SHEET NO. 3 FOR CURVE & LINE TABLES

213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Licensed Business No.: LB 7768

GeoPoint
 Surveying, Inc.

Description Sketch (Not A Survey)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 02°04'26" W	799.50'
L2	S 89°59'38" W	1191.61'
L3	N 40°21'25" W	210.01'
L4	N 69°56'07" W	186.01'
L5	S 18°34'38" W	710.02'
L6	S 13°15'40" W	269.02'
L7	S 29°48'43" W	63.32'
L8	S 50°35'31" W	909.69'
L9	N 32°39'43" W	749.15'
L10	S 89°54'40" W	768.59'
L11	S 00°05'20" E	961.30'
L12	S 89°16'35" W	124.01'
L13	N 00°05'20" W	962.68'
L14	S 89°54'40" W	1377.01'
L15	N 00°26'05" E	272.34'
L16	N 89°49'06" W	1591.89'
L17	N 00°40'57" W	1.47'
L18	N 00°12'50" W	527.15'
L19	N 00°27'42" E	647.79'
L20	N 00°54'26" E	147.21'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L21	S 89°45'28" E	798.33'
L22	N 00°19'40" E	1327.30'
L23	S 89°49'11" W	798.84'
L24	N 00°18'40" E	84.27'
L25	N 00°20'21" E	682.49'
L26	N 00°23'09" E	780.96'
L27	N 00°17'56" W	325.33'
L28	N 79°02'48" E	30.64'
L29	N 71°59'47" E	78.56'
L30	N 69°26'40" E	95.76'
L31	N 63°26'08" E	100.24'
L32	N 78°30'14" E	112.46'
L33	N 84°57'29" E	127.51'
L34	S 89°05'25" E	117.69'
L35	S 83°23'10" E	129.75'
L36	N 87°47'52" E	145.81'
L37	S 89°59'59" E	175.59'
L38	N 85°05'02" E	174.36'
L39	N 82°01'13" E	201.82'
L40	N 72°48'22" E	144.08'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L41	N 00°16'21" E	553.69'
L42	S 89°12'01" E	2634.90'
L43	S 00°57'46" W	1322.64'
L44	S 00°56'47" W	1325.85'
L45	S 89°11'06" E	1313.40'
L46	S 00°58'56" W	1326.83'
L47	S 89°07'51" E	1312.58'

SEE SHEETS NO. 1 FOR DESCRIPTION &
 SURVEYORS NOTES & NO. 2 FOR SKETCH

213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Licensed Business No.: LB 7768



RESOLUTION NO. 2023-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT DECLARING NON-AD VALOREM SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE PUBLIC IMPROVEMENTS WHICH COST IS TO BE DEFRAID IN WHOLE OR IN PART BY SUCH DEBT ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE PUBLIC IMPROVEMENTS TO BE DEFRAID IN WHOLE OR IN PART BY SUCH DEBT ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH DEBT ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH DEBT ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH SUCH DEBT ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "**Board**") of the Hillcrest Preserve Community Development District (the "**District**") has determined to construct and/or acquire certain public improvements (the "**Project**") set forth in the plans and specifications described in the Report of the District dated June 5, 2023 (the "**Engineer's Report**"), incorporated by reference as part of this Resolution and which is available for review at the offices of Inframark, located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "**District Office**"); and

WHEREAS, the Board finds that it is in the best interest of the District to pay the cost of the Project by imposing, levying, and collecting non-ad valorem special assessments pursuant to Chapter 190, the Uniform Community Development District Act, Chapter 170, the Supplemental Alternative Method of Making Local and Municipal Improvements, and Chapter 197, Florida Statutes (the "**Debt Assessments**"); and

WHEREAS, the District is empowered by Chapters 190, 170, and 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Project and to impose, levy, and collect the Debt Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that the Debt Assessments will be made in proportion to the benefits received as set forth in the Master Assessment Methodology Report dated August 14, 2023, (the "**Assessment Report**") incorporated by reference as part of this Resolution and on file in the District Office; and

WHEREAS, the District hereby determines that the Debt Assessments to be levied will not exceed the benefits to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT THAT:

1. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
2. The Debt Assessments shall be levied to defray all of the costs of the Project.
3. The nature of the Project generally consists of public improvements consisting of undergrounding of electrical power, roadways, water management and control, potable water

distribution, sewer and wastewater management, recreational amenities, parks, landscaping, and hardscaping, all as described more particularly in the plans and specifications on file at the District Office, which are by specific reference incorporated herein and made part hereof.

4. The general locations of the Project are as shown on the plans and specifications referred to above.
5. As stated in the Engineer's Report, the estimated cost of the Project is approximately \$72,000,000 (hereinafter referred to as the "**Estimated Cost**").
6. As stated in the Assessment Report, the Debt Assessments will defray approximately \$111,005,000 of the expenses, which includes the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency, all of which may be financed by the District's proposed special assessment bonds, to be issued in one or more series.
7. The manner in which the Debt Assessments shall be made is based upon an allocation of the benefits among the parcels or real property benefited by the Project as set forth in the Assessment Report. As provided in further detail in the Assessment Report, the lands within the District are currently undeveloped and unplatted and therefore the Debt Assessments will be levied initially on a per acre basis since the Project benefits all of developable lands within the District. On and after the date benefited lands within the District are specifically platted, the Debt Assessments as to platted lots will be levied in accordance with the Assessment Report, that is, on an equivalent residential unit basis per product type. Until such time that all benefited lands within the District are specifically platted, the manner by which the Debt Assessments will be imposed on unplatted lands shall be on a per acre basis in accordance with the Assessment Report.
8. In the event the actual cost of the Project exceeds the Estimated Cost, such excess may be paid by the District from additional assessments or contributions from other entities. No such excess shall be required to be paid from the District's general revenues.
9. The Debt Assessments shall be levied in accordance with the Assessment Report referenced above on all lots and lands, within the District, which are adjoining and contiguous or bounding and abutting upon the Project or specially benefited thereby and further designated by the assessment plat hereinafter provided for.
10. There is on file at the District Office, an assessment plat showing the area to be assessed, with the plans and specifications describing the Project and the Estimated Cost, all of which shall be open to inspection by the public.
11. The Chair of the Board has caused the District Manager to prepare a preliminary assessment roll which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment is divided. The preliminary assessment roll is part of the Assessment Report which is on file at the District Office.
12. In accordance with the Assessment Report and commencing with the year in which the District is obligated to make payment of a portion of the Estimated Cost acquired by the District, the Debt Assessments shall be paid in not more than 30 annual installments payable at the same time and in the same manner as are ad valorem taxes and as prescribed by Chapter 197, Florida Statutes;

provided, however, that in the event the uniform method for the collection of non-ad valorem assessments is not available to the District in any year, or the District determines not to utilize the provision of Chapter 197, Florida Statutes, the Debt Assessments may be collected as is otherwise permitted by law.

Passed and Adopted on August 15, 2023.

Attest:

**Hillcrest Preserve
Community Development District**

Printed Name: _____
Secretary / Assistant Secretary

Printed Name: _____
Chair/Vice Chair of the Board of Supervisors

RESOLUTION NO. 2023-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON TUESDAY, SEPTEMBER 19, 2023 AT 11:00 A.M. AT THE SPRINGHILL SUITES BY MARRIOTT TAMPA SUNCOAST PARKWAY, 16615 CROSSPOINTE RUN, LAND O'LAKES, FLORIDA 34638, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING NON-AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190, AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors (the "**Board**") of the Hillcrest Preserve Community Development District (the "**District**") has previously adopted Resolution No. 2023-31 entitled

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT DECLARING NON-AD VALOREM SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE PUBLIC IMPROVEMENTS WHICH COST IS TO BE DEFRAYED IN WHOLE OR IN PART BY SUCH DEBT ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE PUBLIC IMPROVEMENTS TO BE DEFRAYED IN WHOLE OR IN PART BY SUCH DEBT ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH DEBT ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH DEBT ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH SUCH DEBT ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Resolution No. 2023-31, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 170, 190, and 197, Florida Statutes; to the holding of the aforementioned public hearing have been satisfied, and the preliminary assessment roll and related documents are available for public inspection at the offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "**District Office**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DISTRICT THAT:

1. There is hereby declared a public hearing to be held on Tuesday, September 19, 2023, at 11:00 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway, 16615 Crosspointe Run, Land O'Lakes, Florida 34638, for the purpose of hearing comment and objection to the proposed non-ad valorem special assessments for District public improvements as identified in the preliminary assessment roll, a copy of which is on file at the District Office. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting to the District Manager at the District Office at the address listed above.
2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190, and 197 Florida Statutes, and the District Manager is hereby authorized to place said notice in a newspaper of

general circulation within Pasco County (by 2 publications 1 week apart with the first publication at least 20 days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give 30 days written notice by first class United States mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

Passed and Adopted on August 15, 2023.

Attest:

**Hillcrest Preserve
Community Development District**

Printed Name: _____
Secretary / Assistant Secretary

Printed Name: _____
Chair/Vice Chair of the Board of Supervisors

RESOLUTION 2023-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Hillcrest Preserve Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within County of Pasco, Florida; and

WHEREAS, the District’s Board of Supervisors (hereinafter the “Board”), is statutorily authorized to exercise the powers granted to the District, but has not heretofore met; and

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

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District’s meetings.

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

Section 1. The annual public meeting schedule of the Board of Supervisors of the for the Fiscal Year 2024 attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with the requirements of Florida law.

Section 2. The District Manager is hereby directed to submit a copy of the Fiscal Year 2024 annual public meeting schedule to Pasco County and the Department of Economic Opportunity.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST 2023

ATTEST:

**HILLCREST PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

SECRETARY/ASSISTANT SECRETARY

CHAIR/ VICE CHAIRMAN

EXHIBIT A

**BOARD OF SUPERVISORS MEETING DATES
HILLCREST PRESERVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024**

October 24, 2023	11:00 a.m
November 21, 2023	11:00 a.m.
December 19, 2023	11:00 a.m.
January 16, 2024	11:00 a.m.
February 20, 2024	11:00 a.m.
March 19, 2024	11:00 a.m.
April 16, 2024	11:00 a.m.
May 21, 2024	11:00 a.m.
June 18, 2024	11:00 a.m.
July 16, 2024	11:00 a.m.
August 20, 202	11:00 a.m.
September 17, 2024	11:00 a.m.

**All meetings will convene at the SpringHill Suites by Marriott Tampa Suncoast Parkway
located at 16615 Crosspointe Run, Land O' Lakes, FL 34638.**