



**CRESTVIEW II
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
APRIL 26, 2023
4:00 P.M.**

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

www.crestview2cdd.org
786.303.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CRESTVIEW II COMMUNITY DEVELOPMENT DISTRICT
Miccosukee Golf and Country Club
Pro Shop Complex Meeting Room
6401 Kendale Lakes Drive
Miami, Florida 33183
REGULAR BOARD MEETING
April 26, 2023
4:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Declare Vacancies and Consider Appointment to Fill Vacancies (Seats 1 & 3)
- E. Administer Oath of Office and Review Board Member Duties and Responsibilities
- F. Consider Resolution No. 2023-01 – Election of Officers.....Page 2
- G. Additions or Deletions to Agenda
- H. Comments from the Public for Items Not on the Agenda
- I. Approval of Minutes
 - 1. November 2, 2022 Regular Board Meeting.....Page 3
- J. Old Business
 - 1. Discussion Regarding Beautification Projects
 - 2. Staff Report as Required
- K. New Business
 - 1. Discussion Regarding Aquatic Maintenance Company.....Page 6
 - 2. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Proposed Budget...Page 25
 - 3. Consider Adjustment to District Counsel Fee Structure.....Page 32
 - 4. Consider Adjustment to District Engineer Fee Structure.....Page 34
- L. Administrative & Operational Matters
- M. Board Member & Staff Closing Comments
- N. Adjourn

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/ a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

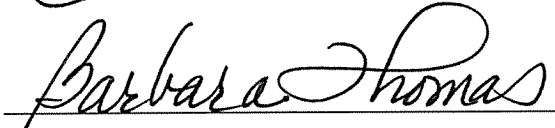
CRESTVIEW II COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper by print in the issues of
and/or by publication on the newspaper's website, if
authorized, on

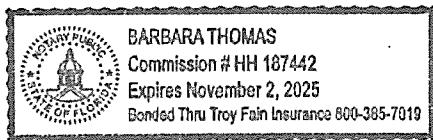
10/17/2022

Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

Sworn to and subscribed before me this
17 day of OCTOBER, A.D. 2022


(SEAL)

MARIA MESA personally known to me



**CRESTVIEW II COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 REGULAR
MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Crestview II Community Development District** (the "District") will hold Regular Meetings in the Pro Shop Complex Meeting Room located at the Miccosukee Golf and Country Club, 6401 Kendale Lakes Drive, Miami, Florida 33183 at 4:00 p.m. on the following dates:

October 26, 2022
November 23, 2022
March 22, 2023
April 26, 2023
May 24, 2023
June 28, 2023
September 27, 2023

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

CRESTVIEW II COMMUNITY DEVELOPMENT DISTRICT

www.crestview2cdd.org

10/17

22-46/0000625759M

RESOLUTION NO. 2023-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CRESTVIEW II COMMUNITY DEVELOPMENT DISTRICT
("DISTRICT") ELECTING THE OFFICERS OF THE DISTRICT
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of Supervisors (the "Board") of the Crestview II Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Section 190.006(6), *Florida Statutes*, as soon as practicable after each election or appointment to the Board, the Board shall organize by electing one (1) of its members as chairperson and by electing a secretary, and such other officers as the Board may deem necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE CRESTVIEW II COMMUNITY DEVELOPMENT DISTRICT, THAT:**

1. The following persons are elected to the offices shown, to wit:

_____	Chairperson
_____	Vice Chairperson
_____	Secretary/Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED and BECOMES EFFECTIVE this 26th day of April, 2023.

ATTEST:

**CRESTVIEW II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**CRESTVIEW II COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 2, 2022**

A. CALL TO ORDER

District Manager Armando Silva called the November 2, 2022, Regular Board Meeting of the Crestview II Community Development District (the “District”) to order at 4:09 p.m. in the Pro Shop Complex Meeting Room of the Miccosukee Golf and Country Club located at 6401 Kendale Lakes Drive, Miami, Florida 33183.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 17, 2022, as part of the District’s Fiscal Year 2022/2023 Regular Meeting Schedule, as legally required.

C. SEAT NEW BOARD MEMBERS

Mr. Silva seated the re-elected Board Member: Diane Vento and she took her respective seat.

D. ADMINISTER OATH OF OFFICE & REVIEW BOARD MEMBER RESPONSIBILITIES

Mr. Silva, Notary Public in the State of Florida, administered the Oath of Office to Diane Vento and reminded her of her duties and responsibilities with emphasis on the Sunshine Law, Financial Disclosure, Public Records Law and the Code of Ethics for Public Officials.

E. ESTABLISH A QUORUM

It was determined that the attendance of the Chairperson Erica Olson, Vice Chairperson Julissa Hernandez and Supervisors Miguel Rivero and Diane Vento constituted a quorum and it was in order to proceed with the meeting.

Staff members in attendance were District Manager Armando Silva of Special District Services, Inc.; and General Counsel Scott Cochran of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

F. ELECTION OF OFFICERS

Mr. Silva stated that as a result of the recent changes to the District Board, it would be in order to re-elect officers. The following slate of names was provided for election:

- Chairperson – Erica Olson
- Vice Chairperson – Julissa Hernandez
- Secretary/Treasurer – Armando Silva
- Assistant Secretaries – Miguel Rivero, Diane Vento, Nancy Nguyen and Gloria Perez

A discussion ensued after which:

A **motion** was made by Ms. Vento, seconded by Ms. Hernandez and unanimously passed *electing* the officers as listed and stated above.

G. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

I. APPROVAL OF MINUTES

1. May 25, 2022, Regular Board Meeting & Public Hearing

Mr. Silva presented the minutes of the May 25, 2022, Regular Board Meeting and Public Hearing and asked if there were any changes. There being no changes, a **motion** was made by Ms. Olson, seconded by Ms. Hernandez and unanimously passed approving the minutes of the May 25, 2022, Regular Board Meeting and Public Hearing, as presented.

J. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

K. NEW BUSINESS

1. Consider Resolution No. 2022-06 – Adopting a Fiscal Year 2021/2022 Amended Budget

Mr. Silva presented Resolution No. 2022-06, entitled:

RESOLUTION NO. 2022-06

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

Mr. Silva read the title of the resolution into the record and explained the purpose of the document. He went on to state that there was a positive Operating Fund Balance at the end of Fiscal Year 2021/2022 and noted that the District designated a carryover of this Fund Balance to balance the Fiscal Year 2021/2022 budget. A discussion ensued after which:

A **motion** was made by Mr. Rivero, seconded by Ms. Vento and unanimously passed approving and adopting Resolution No. 2022-06, *as presented*, thereby approving the Amended Final 2021/2022 Fiscal Year Budget.

2. Consider Approval of Auditor Renewal

Mr. Silva explained that at the October 23, 2019, District meeting, the Board of Supervisors (the “Board”) selected Grau & Associates to perform the year end audits for the fiscal years ended 2019, 2020, and 2021 with an option to perform the 2022 and 2023 audits.

Mr. Silva stated that management was pleased with the services provided by Grau & Associates and recommended that the Board approve the renewal option to have them perform the year end audits for the fiscal years ending in 2022 and 2023. Additionally, Mr. Silva explained the process the Board would need to take should they elect not to approve the renewal option. A discussion ensued, after which:

A **motion** was made by Ms. Vento, seconded by Ms. Olson and unanimously passed approving the renewal option with Grau & Associates to perform the audits for the fiscal years ending in 2022 and 2023 in the amount of \$3,800 and \$3,900, respectively.

3. Discussion Regarding Fountain Light Outage

Mr. Silva advised that the District had received another quote for the light outage on the fountain (located in the west lake in the District) and it came in substantially lower than the original quote from EcoBlue. Allstate Resource Management provided a quote to replace the fountain light bulbs, gaskets and photocells for about \$780. Allstate Resource Management should have the fountain lights functioning by the end of the week.

I. ADMINISTRATIVE & OPERATIONAL MATTER

There were no administrative or operational matters to discuss at this time.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

Everyone exchanged best wishes for the holiday season.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Olson, seconded by Ms. Vento and unanimously passed adjourning the Regular Board Meeting at 4:42 p.m.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

AGREEMENT FOR AQUATICS AND FOUNTAIN MAINTENANCE SERVICES

**THIS AGREEMENT FOR AQUATICS AND FOUNTAIN
MAINTENANCE SERVICES** (the "Agreement"), made and entered into this _____
day of March 17, 2023, by and between:

CRESTVIEW II COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose government established pursuant to
Chapter 190, Florida Statutes, being situated in Miami-Dade
County, Florida, whose mailing address is 2501A Burns Road, Palm
Beach Gardens, Florida 33410 (the "District"),

and

DEANGELO CONTRACTING SERVICES, LLC, a foreign
limited liability company, registered in the State of Delaware, and
whose principal and mailing address is 100 N Conahan Drive,
Hazelton, Pennsylvania 18201, **doing business as AQUAGENIX**, a
Florida registered fictitious name, whose local business address is
2900 High Ridge Road, Suite 2, Boynton Beach, Florida 33246 (the
"Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established
pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District owns and/or is responsible for maintaining two (2) lakes
and three (3) fountains inside the lakes located within the District (collectively, the
"Maintenance Areas"); and

WHEREAS, the District has a need to retain an independent contractor to furnish
monthly lake maintenance services, including, but not limited to, algae and aquatic weed
control, aquatics consulting, bacteria testing, biological control agent permit applications,
border grass and brush control to the water's edge, management reporting, water testing,
debris removal, and optional fish stocking, and quarterly fountain maintenance services,
including cleaning the fountain body, nozzle, pump intake, lights, and lenses, and
adjusting timers, all as more particularly described in the Contractor's proposals entitled
"Aquatic Management Plus Agreement" and dated February 10, 2023 and March 7, 2023,
which are attached hereto and made a part hereof as Composite Exhibit A (collectively,
the "Proposal"); and

WHEREAS, Contractor represents that it is qualified to provide lake and aquatic
maintenance services and debris removal services and fountain maintenance services to
the District.

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

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated as material parts of this Agreement.

Section 2. Services.

A. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, maintenance services for the Maintenance Areas of the District in accordance with this Agreement and the Proposal (which services are collectively described as the "Work").

B. The Work under this Agreement shall include, but not be limited to, monthly aquatics maintenance and debris removal services for the lakes and quarterly fountain maintenance services. The duties, obligations, and responsibilities of the Contractor include conducting monthly inspections and providing the following treatments as needed:

- (1) Algae and aquatic plant control and herbicide application;
- (2) Border and shoreline grass and brush control to water's edge;
- (3) Exotic invasive aquatic weed control;
- (4) Monthly water testing;
- (5) Fish and wildlife monitoring;
- (6) Biological control agent permit application for triploid grass carp and mosquito fish;
- (7) Call back service is included at no additional charge;
- (8) Management reporting and quarterly special customer site inspection reporting;
- (9) Debris removal. Debris removal includes, but is not limited to the removal of all trash and debris from the lakes and lake banks within the District, which trash and debris includes palms, coconuts, plastics, papers, bottles and cans, tree branches, etc. Debris removal shall be performed around all the lakes on each of the twelve (12) scheduled (annually) visits to the community;
- (10) Monthly standard lake assessments;
- (11) Algae removal;
- (12) Aquatic dye applications; and
- (13) Provide recommendations for additional maintenance or repair work in a proactive manner to advise the District with respect to insuring that the lakes are clean, clear, and free of unwanted vegetation and algae.

C. The Work under this Agreement shall also include, but not be limited to, quarterly fountain maintenance services to the District's fountains in the Maintenance Areas. The duties, obligations, and responsibilities of the Contractor include conducting

quarterly inspections and providing the following treatments quarterly:

- (1) Clean screens;
- (2) Clean lights;
- (3) Clean nozzles;
- (4) Clean jet;
- (5) Check voltage;
- (6) Check timers; and
- (7) Repair fountain or replace fountain parts upon the consent or request of the District (billed separately per Proposal).

D. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

E. In providing the Work identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.

F. Contractor, by and through the submission of its Proposal, agrees that it shall be held responsible for having therefore examined the site(s), the location of all proposed Work and for having satisfied itself from its own knowledge and experience or professional advice as to the character, condition, location of the site, the nature of the lakes and aquatics areas, and any other conditions surrounding and affecting the Work, and any physical characteristics of the job, in order that all costs pertaining to the Work have been included in the Proposal.

G. Contractor shall regularly notify the District Manager of the District or his designee via email or as otherwise approved by the District Manager of the date and time when services are scheduled to be performed and after such service has been performed. Immediately after services are performed, within one (1) business day of performing any services under this Agreement, Contractor shall prepare and deliver to the District Manager or his designee via email a comprehensive service report detailing work performed during each services visit or other visit to the District pursuant to this Agreement.

Section 3. Manner of Contractor Performance.

A. Contractor agrees, as an independent contractor, to undertake and perform the Work specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

B. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Miami-Dade County, Florida. All Work performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

C. Should any Work and/or services be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary or the proper provision of services to the District, such Work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

D. Contractor agrees that District shall not be liable for the payment of any Work or services not included in Section 4.A., unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

E. The District Manager of the District or his designee shall act as the District Representative with respect to the Work performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to the Work performed by Contractor.

F. At the request of the District Representative, Contractor agrees to meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

G. Contractor shall not damage, kill, or otherwise harm current and future non-invasive aquatic plants, and any damage to such plants shall be remedied with replacement plants within five (5) business days of the damage occurring. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within five (5) business days.

Section 4. Compensation.

A. District agrees to pay Contractor on a monthly basis in accordance with the Proposal the sum of TWO HUNDRED AND NINETY AND 00/100 DOLLARS (\$290.00) per month for the monthly lake maintenance services as described in this Agreement and the Proposal. District agrees to pay Contractor on a quarterly basis in accordance with the Proposal the sum of ONE HUNDRED NINETY-FIVE AND 00/100 DOLLARS (\$195.00) per quarter for the quarterly fountain maintenance services as described in this Agreement and the Proposal.

B. Should the District desire additional services or add additional areas to the Maintenance Areas, the Contractor agrees to negotiate in good faith to undertake such additional services. Upon successful negotiations, the Parties shall agree in writing to an Amendment to this Agreement.

C. District may require, as a condition precedent to making payment to Contractor that all subcontractors, materialmen, suppliers, or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an affidavit related to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making

any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the contractor has met all conditions with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records confirming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to Contractor. District may pay the invoice amount within thirty (30) days after the invoice date. Contractor may cease performing Work under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

Section 5. Term. The Contractor shall commence work under this Agreement on the Effective Date, as defined in Section 31 of this Agreement, and, unless otherwise terminated in accordance with this Agreement, the term of the Agreement shall expire on March 30, 2024 (the "Initial Term"). This Agreement shall automatically renew on an annual basis for up to three (3) successive extension terms of one year each, unless otherwise terminated by either party pursuant to this Agreement.

Section 6. Termination. Either party may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. Upon any termination of this agreement, the Contractor shall be entitled to payment for Work and services performed in accordance with the Agreement up until the effective date of the termination, subject to whatever offsets or claims the District may have against the Contractor.

Section 7. Insurance.

A. Contractor, and any subcontractor hired by Contractor to perform any Work pursuant to this Agreement shall provide and maintain the following insurance throughout the term of this Agreement:

- (1) Worker's Compensation Insurance in accordance with Florida law.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards: Independent Contractors' coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability coverage with limits of at least \$1,000,000 per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injuries and for property damage, providing coverage for any accident arising out of or resulting from the

operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its officers, staff, agents, and supervisors shall be named as additional insured. Contractor shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No Certificate shall be acceptable to the District unless the Certificate provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective until the District has been provided with prior written notice at least thirty (30) days in advance of the effective date of the termination or change. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance; in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Section 8. Indemnification.

A. Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the Work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the Work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

Section 9. Liens and Claims. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform the Work and services under this Agreement. Contractor shall keep District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not satisfy or pay such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement and applicable law, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

Section 10. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance. District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

Section 11. Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from doing so; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements in this Agreement, or as having in any way modified or waived the same.

Section 12. Successors. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement, except as expressly limited herein.

Section 13. Permits and Licenses. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

Section 14. Assignment. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

Section 15. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment

insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 16. Familiarity with Laws. Contractor shall be required to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the Work being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

Section 17. Conflicts. In the event of a specific conflict with respect to any provision of this Agreement and the exhibits thereto, preference, from top to bottom, shall be given, as follows:

- A. This main Agreement instrument; followed by;
- B. Composite Exhibit A – Contractor's Proposal.

Section 18. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 19. Attorneys' Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, and appellate proceedings.

Section 20. Extent of Agreement. This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Section 21. Amendments. Amendments to and waivers of provisions contained in this Agreement may only be made by an instrument in writing which is executed by both Contractor and District.

Section 22. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the Contractor and the District, both the Contractor and the District have complied with all applicable requirements of law, and both the Contractor and the District have full power and authority to comply with the terms and provisions of this instrument.

Section 23. Notices. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

DISTRICT: Crestview II Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, Esq.

CONTRACTOR: DeAngelo Contracting Services, LLC d/b/a Aquagenix
100 N Conahan Drive
Hazelton, Pennsylvania 18201
Attention: President

With a copy to: DeAngelo Contracting Services, LLC d/b/a Aquagenix
2900 High Ridge Road, Suite 2
Boynton Beach, Florida 33246
Attention: _____

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

Section 24. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

Section 25. Governing Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, controlled, and governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

Section 26. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with applicable Florida law.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records

to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (305) 777-0761
EMAIL: ASILVA@SDSINC.ORG**

Section 27. E-Verify. Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 15 herein, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Section 28. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 29. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the event of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language and any doubtful language will not be interpreted or construed against either party.

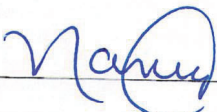
Section 30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

Section 31. Effective Date. This Agreement shall be effective beginning on April 1, 2023 (the "Effective Date").

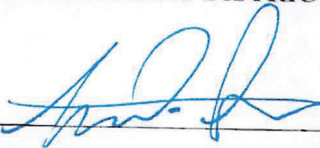
IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date written above.

Attest:

**CRESTVIEW II COMMUNITY
DEVELOPMENT DISTRICT**



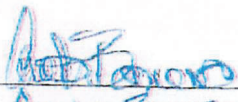
Print name: Nancy Nguyen.
Secretary/Assistant Secretary

By: 

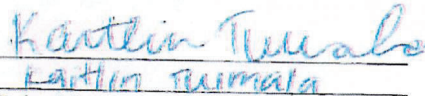
Print name: ARMANDO SILVA
~~Chair/Vice-Chair~~ DISTRICT MANAGER
ON BEHALF OF THE CRESTVIEW II CDD

22 day of MARCH, 2023

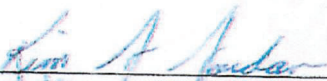
**DEANGELO CONTRACTING
SERVICES, LLC, a foreign limited
liability company**



Print Name: Anna Borrero



Print Name: Karlin Tumala

By: 

Print: Kim J. JORDAN
Title: SE Business Development Mgr
17 day of March, 2023

COMPOSITE EXHIBIT A
CONTRACTOR'S PROPOSAL



Aquagenix / DeAngelo Contracting Services

AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement Dated February 10, 2023, is made between DeAngelo Contracting Services (DCS) and "CUSTOMER";

Crestview II CDD
16533 SW 59th Terrace
Miami, FL 33193

Contact: Pablo Jerez, (786) 413-7150, pjerez@sdsinc.org

Both CUSTOMER and DCS agree to the following:

1. Site Locations: DCS will provide aquatic management services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following aquatic site(s): address above.
2. Contract Services: CUSTOMER agrees to pay DCS the following amounts net-30 days after service during the term of this Agreement for these specific water management services:

Description	
Algae and Aquatic Weed Control	Included
Aquatics Consulting	Included
Bacteria Testing	Included
Biological Control Agent Permit Applications (Triploid Grass, Torpedo Grass, etc)	Included
Border Grass and Brush Control to the Water's Edge	Included
Fish Stocking (Grass Carp, Bass and Bream)	Optional
Management Reporting	Included
Lite Trash Pick-Up: Man-made items, not to exceed 10 pounds in weight, and not to exceed 30 minutes/visit	Included
Water Testing (See Addendum 12a)	Included

Annual Program Investment: \$3480.00 / Invoiced at \$290.00 monthly for 12 months.

*Additional Monthly Fuel Surcharge of 2% will apply when unleaded gas costs exceed \$3.75 per gallon

We will perform 12 inspections per year. Treatments are completed as necessary and will follow Florida Best Management Practices for management and control of aquatic vegetation and algae.

Scheduled Site Visits Per Month

January	1	February	1	March	1	April	1	May	1	June	1
July	1	August	1	September	1	October	1	November	1	December	1

3. Contract terms: The term of this Agreement shall start on the month following the contract sign date for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

4. Automatic Renewal: At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.

5. Safety: DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP - Best Management Practices for aquatics.

2900 High Ridge Rd, Suite 2, Boynton Beach, FL 33246 / Ph (561) 532-4880

6. Insurance: DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

7. Address Change: If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

8. Management Change: If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

9. Schedule of Payment and Penalties for past due invoices: CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 100 N Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

10. Default: If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

11. Termination Procedure: This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 100 N Conahan Drive., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

12. OTHER ITEMS:

a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,

b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.

c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.

d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events such as weather patterns, water temperature, depth and quality, amount and type of plant growth, and fish community structure. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

13. Contract Documents: This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

14. Assignment Agreement: This contract assigns and transfers all obligations, duties and liabilities set forth in the Original Agreement under DeAngelo Brothers, LLC / Aquagenix to DeAngelo Contracting Services, LLC / Aquagenix as new owners.


DeAngelo Contracting Services

Kim J Jordan
PRINT NAME

3-17-2023
DATE


CUSTOMER

Pablo Jerez
PRINT NAME

3/14/2023
DATE

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.



Aquagenix / DeAngelo Contracting Services

AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement Dated March 7, 2023, is made between DeAngelo Contracting Services (DCS) and "CUSTOMER";

Crestview II CDD
16533 SW 59th Terrace
Miami, FL 33193

Contact: (786) 413-7150, pjerez@sdsinc.org

Both CUSTOMER and DCS agree to the following:

1. Site Locations: DCS will provide aquatic management services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following aquatic site(s): address above.
2. Contract Services: CUSTOMER agrees to pay DCS the following amounts net-30 days after service during the term of this Agreement for these specific water management services:

Description: Quarterly Fountain Maintenance For Two Fountains	
Includes cleaning fountain body, nozzle, pump intake, lights and lenses, adjust timers. (Repairs and replacement of parts and lights, if applicable, will incur an additional fee). Please sign & return email in order to schedule services, Thank you	\$780.00

Annual Program Investment: \$780.00 / Invoiced at \$195.00 every quarter. We will perform 4 inspections per year on two fountains.

3. Contract terms: The term of this Agreement shall start on the month following the contract sign date for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.
4. Automatic Renewal: At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.
5. Safety: DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP - Best Management Practices for aquatics.
6. Insurance: DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.
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2900 High Ridge Rd, Suite 2, Boynton Beach, FL 33246 / Ph (561) 532-4880

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b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.

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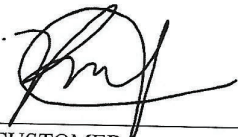
14. Assignment Agreement: This contract assigns and transfers all obligations, duties and liabilities set forth in the Original Agreement under DeAngelo Brothers, LLC / Aquagenix to DeAngelo Contracting Services, LLC / Aquagenix as new owners.

2900 High Ridge Rd, Suite 2, Boynton Beach, FL 33246 / Ph (561) 532-4880


DeAngelo Contracting Services

Kim Jordan
PRINT NAME

3/17/2023
DATE


CUSTOMER

Pablo Jerez
PRINT NAME

03/17/2023
DATE

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CRESTVIEW II COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Crestview II Community Development District (“District”) is required by Section 190.008(2)(a), *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2023/2024 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for June 28, 2022 at 4:00 p.m. in the Pro Shop Complex Meeting Room at the Miccosukee Golf and Country Club located at 6401 Kendale Lakes Drive, Miami, Florida 33183, for the purpose of receiving public comments on the Proposed Fiscal Year 2023/2024 Budget.

PASSED, ADOPTED and EFFECTIVE this 26th day of April, 2023.

ATTEST:

**CRESTVIEW II
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice-Chairperson

Crestview II Community Development District

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

CONTENTS

- I PROPOSED BUDGET**
- II DETAILED PROPOSED BUDGET**
- III DETAILED PROPOSED DEBT SERVICE FUND BUDGET**
- IV ASSESSMENT COMPARISON**

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

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
Administrative Assessments	75,539
Maintenance Assessments	33,777
Debt Assessments	97,659
Interest Income	120
TOTAL REVENUES	\$ 207,095
EXPENDITURES	
MAINTENANCE EXPENDITURES	
Aquatic Maintenance	3,500
General Community Maintenance	500
Lawn Maintenance	14,000
Fountain Maintenance & Upkeep	5,400
Electric/FPL - Fountains	6,300
Engineering/Inspections	1,250
Lake Bank - Erosion Control	300
Maintenance/Contingency	500
TOTAL MAINTENANCE EXPENDITURES	\$ 31,750
ADMINISTRATIVE EXPENDITURES	
Supervisor Fees	1,875
Payroll Taxes (Employer)	145
Management	30,732
Secretarial & Field Operations	5,400
Legal	9,250
Assessment Roll	6,000
Audit Fees	3,900
Insurance	7,300
Legal Advertisements	750
Miscellaneous	1,000
Postage	250
Office Supplies	350
Dues & Subscriptions	175
Trustee Fee	3,500
Continuing Disclosure Fee	350
Website Management	2,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 72,977
TOTAL EXPENDITURES	\$ 104,727
REVENUES LESS EXPENDITURES	\$ 102,368
Bond Payments	(91,800)
BALANCE	\$ 10,568
County Appraiser & Tax Collector Fee	(4,139)
Discounts For Early Payments	(8,279)
EXCESS/ (SHORTFALL)	\$ (1,850)
Carryover From Prior Year	1,850
NET EXCESS/ (SHORTFALL)	\$ -

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

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	74,605	74,179	75,539	Expenditures Less Interest & Carryover/.94
Maintenance Assessments	35,149	35,149	33,777	Expenditures/.94
Debt Assessments	97,660	97,659	97,659	Bond Payments/.94
Interest Income	88	60	120	Interest Projected At \$10 Per Month
TOTAL REVENUES	\$ 207,502	\$ 207,047	\$ 207,095	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
Aquatic Maintenance	3,451	3,500	3,500	No Change From 2022/2023 Budget
General Community Maintenance	0	500	500	No Change From 2022/2023 Budget
Lawn Maintenance	14,350	14,000	14,000	No Change From 2022/2023 Budget
Fountain Maintenance & Upkeep	0	6,400	5,400	\$1,000 Decrease From 2022/2023 Budget
Electric/FPL - Fountains	4,510	6,300	6,300	No Change From 2022/2023 Budget
Engineering/Inspections	1,575	1,250	1,250	No Change From 2022/2023 Budget
Lake Bank - Erosion Control	0	300	300	No Change From 2022/2023 Budget
Maintenance/Contingency	6,847	790	500	Maintenance/Contingency
TOTAL MAINTENANCE EXPENDITURES	\$ 30,733	\$ 33,040	\$ 31,750	
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	750	1,875	1,875	Supervisor Fees
Payroll Taxes (Employer)	57	145	145	Supervisor Fees * 7.65%
Management	28,980	29,844	30,732	CPI Adjustment (Capped At 3%)
Secretarial & Field Operations	5,400	5,400	5,400	No Change From 2022/2023 Budget
Legal	8,378	9,250	9,250	No Change From 2022/2023 Budget
Assessment Roll	6,000	6,000	6,000	As Per Contract
Audit Fees	3,700	3,800	3,900	Accepted Amount For 2022/2023 Audit
Insurance	6,426	6,900	7,300	Fiscal Year 2022/2023 Expenditure Was \$6,924
Legal Advertisements	554	750	750	No Change From 2022/2023 Budget
Miscellaneous	815	1,000	1,000	No Change From 2022/2023 Budget
Postage	182	275	250	\$25 Decrease From 2022/2023 Budget
Office Supplies	240	375	350	\$25 Decrease From 2022/2023 Budget
Dues & Subscriptions	175	175	175	No Change From 2022/2023 Budget
Trustee Fee	3,500	3,000	3,500	\$500 Increase From 2022/2023 Budget
Continuing Disclosure Fee	350	350	350	No Change From 2022/2023 Budget
Website Management	2,000	2,000	2,000	No Change From 2022/2023 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 67,507	\$ 71,139	\$ 72,977	
TOTAL EXPENDITURES	\$ 98,240	\$ 104,179	\$ 104,727	
REVENUES LESS EXPENDITURES	\$ 109,262	\$ 102,868	\$ 102,368	
Bond Payments	(93,163)	(91,800)	(91,800)	2024 Principal & Interest Payments
BALANCE	\$ 16,099	\$ 11,068	\$ 10,568	
County Appraiser & Tax Collector Fee	(1,999)	(4,139)	(4,139)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(7,539)	(8,279)	(8,279)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 6,561	\$ (1,350)	\$ (1,850)	
Carryover From Prior Year	0	1,350	1,850	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 6,561	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET

CRESTVIEW II COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024

OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	222	10	100	Projected Interest For 2023/2024
NAV Tax Collection	93,163	91,800	91,800	Maximum Debt Service Collection
Total Revenues	\$ 93,385	\$ 91,810	\$ 91,900	
EXPENDITURES				
Principal Payments	51,000	50,000	54,000	Principal Payments Due In 2024
Interest Payments	39,240	37,340	36,040	Interest Payments Due In 2024
Bond Redemption	0	4,470	1,860	Estimated Excess Debt Collections
Total Expenditures	\$ 90,240	\$ 91,810	\$ 91,900	
Excess/ (Shortfall)	\$ 3,145	\$ -	\$ -	

Series 2020 Bond Refunding Information

Original Par Amount =	\$1,105,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.5% - 4%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2020		
Maturity Date =	May 2037		

Par Amount As Of 1/1/23 = \$1,008,000

Crestview II Community Development District Assessment Comparison

	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Projected Assessment*
Administrative	\$ 529.21	\$ 618.26	\$ 618.17	\$ 629.50
Maintenance	\$ 280.22	\$ 292.91	\$ 292.91	\$ 281.48
<u>Debt</u>	<u>\$ 915.61</u>	<u>\$ 813.83</u>	<u>\$ 813.83</u>	<u>\$ 813.83</u>
Total	\$ 1,725.04	\$ 1,725.00	\$ 1,724.91	\$ 1,724.81

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Total Units	120
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LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

DENNIS E. LYLES
JOHN W. MAURO
KENNETH W. MORGAN, JR.
RICHARD T. WOULFE
CAROL J. HEALY GLASGOW
MICHAEL J. PAWELCZYK
ANDREW A. RIEF
MANUEL R. COMRAS
GINGER E. WALD
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PLEASE REPLY TO: FORT LAUDERDALE

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SHIRLEY A. DELUNA
GERALD L. KNIGHT
BRUCE M. RAMSEY

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

February 7, 2023

VIA E-MAIL ONLY--asilva@sdsinc.org

Mr. Armando Silva
District Manager
Special District Services, LLC
2501 A Burns Road
Palm Beach Gardens, FL 33410

**Re: Adjustment to District Counsel Fee Structure
Crestview II Community Development District
Our File: 732.05290**

Dear Armando:

This firm's current fee structure has been in place since 2005. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective May 1, 2023, as follows:

- Attorneys/Partners: \$275.00 per hour
- Attorneys/Associates: \$225.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor. The CPI has reflected a 52.4% increase since the year 2005 and we have not raised our fees during that time.

Mr. Armando Silva
February 7, 2023
Page 2

Naturally, should you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,



Scott C. Cochran
For the Firm

SCC/jmp



8935 NW 35 Lane, Suite 101 Doral, FL 33172
Tel (305) 640-1345
Email Alvarez@AlvarezEng.com
Website www.alvarezeng.com

February 16, 2023

Board of Supervisors
Crestview Community Development District
Attn: District Manager Armando Silva
Special District Services, Inc.
2501 Burns Road
Palm Beach Gardens, FL 33410

Reference: Crestview II Community Development District
Alvarez Engineers Personnel Billing Rates Email
Via: Only: asilva@sdsinc.org

Dear Board of Supervisors,

I would like to respectfully request the Board of Supervisors to consider updating our hourly personnel billing rates and staff classifications to our proposed 2023 rates as shown in the attached table. Our rates were last revised and approved via motion by the Board on April 22, 2015.

Please let me know if you have any questions or if you would like to discuss this further.

Sincerely,



Juan R. Alvarez, President
Alvarez Engineers, Inc.

Crestview CDD			
Current 2015 Rates		Proposed 2023 Rates	
Principal	\$ 200.00	Principal	\$ 220.00
Chief Engineer			
Senior Engineer	\$ 170.00	Senior Engineer	\$ 185.00
Senior Project Engineer	\$ 150.00	Engineer 2	\$ 160.00
Project Manager			
Project Engineer	\$ 130.00	Engineer 1	\$ 140.00
		Electrical Engineer	\$ 135.00
Engineer	\$ 125.00	Engineer Intern	\$ 130.00
CADD	\$ 95.00	Senior Designer	\$ 110.00
		CADD/Computer Technician	\$ 100.00
		Senior Engineering Technician	\$ 95.00
Engineering Technician	\$ 85.00	Engineering Technician	\$ 90.00
Senior Administrative	\$ 80.00	Senior Administrative	\$ 95.00
Administrative	\$ 50.00	Administrative	\$ 60.00

Staff Classification

Principal
Senior Engineer
Engineer 2
Engineer 1
Electrical Engineer
Engineer Intern
Senior Designer
CADD/Computer Technician
Senior Engineering Technician
Engineering Technician
Senior Administrative
Administrative

Definition

Professional Engineer with 20+ years of post registration experience
Professional Engineer with 10+ years of post registration experience
Professional Engineer with 5+ years of post registration experience
Professional Engineer with 0+ years of post registration experience
Electrical Engineer with 2+ years of post-graduate experience
Entry level with engineering degree; Engineering Intern License
15+ years of design experience, non-registered
Design and Drafting with 1+ year of experience
5+ years of experience
Entry level, with 0-4 years of experience
Degreed executive assistant with 8+ years of experience
Secretary / Clerical