### Crossings Community Development District

Meeting Agenda

May 1, 2024

# AGENDA

### Crossings

### Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

April 24, 2024

**Board of Supervisors Crossings Community Development District** 

Dear Board Members:

A meeting of the Board of Supervisors of the Crossings Community Development District will be held on Wednesday, May 1, 2024, at 9:05 AM at the West Osceola Branch Library, 305 Campus Street, Celebration, FL 34747.

Zoom Video Link: <a href="https://us06web.zoom.us/j/84749733323">https://us06web.zoom.us/j/84749733323</a>

**Zoom Call-In Number**: 1-646-876-9923

**Meeting ID**: 847 4973 3323

Following is the advance agenda for the meeting:

#### **Board of Supervisors Meeting**

- 1. Roll Call
- 2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
- 3. Approval of Minutes of the April 3, 2024 Board of Supervisors Meeting
- 4. Consideration of Resolution 2024-02 Approving the Proposed Fiscal Year 2024/2025 Budget (Suggested Date: August 7, 2024), Declaring Special Assessments, and Setting the Public Hearings on the Adoption of the Fiscal Year 2024/2025 Budget and the Imposition of Operations and Maintenance Assessments (*budget to be provided under separate cover*)
- 5. Consideration of Resolution 2024-03 Designating a Date, Time, and Location for a Landowners' Meeting and Election (November 5, 2024)
- 6. Consideration of Special Warranty Deed with Grant and Reservation of Easements for Phase 1 Common Area Conveyance
- 7. Ratification of Construction Funding Agreement
- 8. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Consideration of Work Order 2024-1 for Annual Consulting Engineering Services from Dewberry
  - C. Field Manager's Report
    - i. Consideration of Proposals for Landscape Maintenance Services
      - a) Blade Runners of Orlando
      - b) Exalt Outdoors
      - c) Prince and Son's

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<sup>&</sup>lt;sup>1</sup> Comments will be limited to three (3) minutes

- ii. Consideration of Proposals for Aquatic Maintenance Services
  - a) Applied Aquatics
  - b) Aquatic Weed Management
  - c) Solitude Lake Management (to be provided under separate cover)
- iii. Consideration of Proposals for Pest Control
  - a) Orkin (to be provided under separate cover)
  - b) Terminix (to be provided under separate cover)
- D. District Manager's Report
  - i. Approval of Check Register
  - ii. Balance Sheet & Income Statement
  - iii. Presentation of Number of Registered Voters—6
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

# MINUTES

#### MINUTES OF MEETING CROSSINGS COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Crossings Community Development District was held on Wednesday, **April 3, 2024** at 9:05 a.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida.

#### Present and constituting a quorum were:

Brian Walsh by Zoom
Milton Andrade
Vice Chairman
Vice Chairman
Assistant Secretary
Garret Parkinson
Assistant Secretary

Also, present were:

Jeremy LeBrun District Manager, GMS

Grace Kobitter via Zoom District Counsel, Kilinski Van Wyk

Chace Arrington *via Zoom* District Engineer, Dewberry

Jarrett Wright Field Manager, GMS
Clayton Smith Field Manager, GMS

The following is a summary of the discussions and actions taken at the April 3, 2024 Crossings Community Development District's regular Board of Supervisor's Meeting.

#### FIRST ORDER OF BUSINESS Roll Call

Mr. LeBrun called the meeting to order at 9:05 a.m. Three Supervisors were in attendance at the meeting and one on Zoom constituting a quorum.

#### SECOND ORDER OF BUSINESS Public Comment Period

There are only Board members and staff. There are no members of the public in attendance.

## THIRD ORDER OF BUSINESS Approval of Minutes of the August 2, 2023 Board of Supervisors Meeting

Mr. LeBrun presented the minutes of the August 2, 2023 Board of Supervisors meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Andrade, seconded by Mr. Shenefield, with all in favor, the Minutes of the August 2, 2023 Board of Supervisors Meeting, were approved.

#### FOURTH ORDER OF BUSINESS

#### **Public Hearing**

#### A. Public Hearing on the Adoption of Amenity Policies and Rates for the District

Mr. LeBrun asked for a motion to open the public hearing. He noted there are no members of the public present, just Board and staff.

On MOTION by Mr. Shenefield, seconded by Mr. Andrade, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2024-01 Ratifying the Publishing of Advertisements Setting the Public Hearing on Amenity Policies and Rates and Adopting Amenity Policies and Rates for the District

Mr. LeBrun stated that the purpose for the public hearing is for consideration of Resolution 2024-01 ratifying the publishing of advertisements setting the public hearing on amenity policies and rates and adopting amenity polices and rates for the District. This is what was advertised for the hearing today. Starting on page 17 of the agenda are the published rates so that is the highest the Board can set but the Board is free to change any of the rates. The Board decided the dog park, fitness center and fire pit be deleted from amenity hours, leaving trail policies as is, bring rental fee down to \$250 (includes cleaning fee) for meeting room and deposit at \$250 non-member fee set at \$4,000, and replacement access card \$30.

On MOTION by Mr. Walsh, seconded by Mr. Parkinson, with all in favor, Resolution 2024-01 Ratifying the Publishing of Advertisements Setting the Public Hearing on Amenity Policies and Rates and Adopting Amenity Policies and Rates for the District, was approved as amended.

Mr. LeBrun asked for a motion to close the public hearing.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Closing the Public Hearing, was approved.

#### FIFTH ORDER OF BUSINESS

### Presentation of Arbitrage Rebate Report for Series 2022 Bonds from AMTEC

Mr. LeBrun stated Board has previously contracted with AMTEC for rebate arbitrage calculations. The calculations are on page 46 of the agenda which show no rebate liability.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Arbitrage Rebate Report for Series 2022 Bonds from AMTEC, was approved.

#### SIXTH ORDER OF BUSINESS

Ratification of Fiscal Year 2024 Data Sharing and Usage Agreement with Osceola County

Mr. LeBrun stated the Board enters into this agreement annually with the county. Jill has already signed and submitted this so just looking for ratification.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Fiscal Year 2024 Data Sharing and Usage Agreement with Osceola County, was ratified.

#### SEVENTH ORDER OF BUSINESS

Consideration of Proposed Construction Agreement for Phase 2 – The Crossings – ADDED

- A. Draft Standard form of Agreement between Owner and Contractor for Construction Contract between Clayton Properties Group, Inc. and The Briar Team, LLC
- **B.** Assignment of Contractor Agreement

Mr. LeBrun stated usually with an added item they will take public comment but there are no members of the public present or on Zoom. Ms. Kobitter noted included in the package is the standard form of agreement for Crossings Phase 2 as well as the assignment package of that agreement. She would be happy to take any questions from the Board. Mr. LeBrun asked if this should be approved in substantial form. Ms. Kobitter stated yes if there are any revisions that the Board sees they would like to make.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, the Proposed Construction Agreement for Phase 2 – The Crossings - ADDED, was approved in substantial form.

#### EIGHTH ORDER OF BUSINESS

**Staff Reports** 

#### A. Attorney

Ms. Kobitter had nothing additional to report.

#### B. Engineer

Mr. Arrington had nothing to report unless there are any questions.

#### C. Field Manager's Report

Mr. Smith presented the field manager's report. He noted the amenity is nearing completion. He is gathering proposals for maintenance of the pool, landscaping, pest control, and janitorial. Landscaping and aquatics are currently being done on a month-to-month basis. Billing is at a monthly rate until a contract is awarded. The vendors are Blade Brothers Orlando and Aquatic Weed Management. Right now, they are switching to full time weekly maintenance for landscaping. There was an abundance of construction trash built up in the ponds. The crew will continue to pick up trash and make sure the amenity pond is cleaned up.

Mr. Wright presented proposals from 5 Star Pro Services and Resort Pools. The main difference in their pricing and scope is Resort Pools includes all chemicals for the year in the monthly price. 5 Star Pro Services bills for chemicals on an as needed basis. His recommendation would be Resort Pools.

Mr. Wright presented proposals for janitorial from Clean Star and DBS Cleaning. Clean Star works hand in hand with Resort Pools. He noted DBS Cleaning subcontracts different local cleaning services. Pricing for the two is similar. He recommended Clean Star. Mr. Smith noted the goal is to have amenity open by second to third week of May.

On MOTION by Mr. Andrade, seconded by Mr. Shenefield, with all in favor, the Resort Pools and Clean Star Services Proposals, was approved.

Mr. Wright handed out a map and noted it is based on what will be budgeted for in the next fiscal year in terms of maintenance responsibilities including landscaping, aquatics – 2 ponds, pool/playground area and fountain in front of amenity center. He noted anything can be added on.

#### D. District Manager's Report

#### i. Approval of Check Register

Mr. LeBrun presented approval of the check register included in the packet on page 373. The general fund included checks 124-171 and construction fund checks 1-26. Grand total for the check register is \$6,859,309.31. Behind the register is the detailed summary.

On MOTION by Mr. Andrade, seconded by Mr. Shenefield, with all in favor, the Check Register totaling \$6,859,309.31, was approved.

#### ii. Balance Sheet & Income Statement

Mr. LeBrun stated that the financials were included in the packet for review. There was no action necessary. The Board had no questions on the financials.

#### NINTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

## TENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

There being no comments, the next item followed.

#### **ELEVENTH ORDER OF BUSINESS** Adjournment

On MOTION by Mr. Shenefield, seconded by Mr. Andrade, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary	Chairman/Vice Chairman

## SECTION IV

#### **RESOLUTION 2024-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSINGS COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2024/2025; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Crossings Community Development District ("District") prior to June 15, 2024, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

**WHEREAS**, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

- 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "District's Office," 219 East Livingston Street, Orlando, Florida 32801. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2024, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

Wednesday, August 7, 2024 DATE:

9:05 AM HOUR:

West Osceola Branch Library LOCATION:

305 Campus Street

Celebration, Florida 34747

- 4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-**PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County at least 60 days prior to the hearing set above.
- **5. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.
- **6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Polk County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.
- 7. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- **8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 1ST DAY OF MAY 2024.

ATTEST:	CROSSINGS COMMUNITY DEVELOPMENT DISTRICT
	By:
Secretary	Its:

Budget will be provided under separate cover.

## SECTION V

#### **RESOLUTION 2024-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSINGS **COMMUNITY DEVELOPMENT DISTRICT** DESIGNATING A DATE, TIME AND LOCATION FOR LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR **ESTABLISHING PUBLICATION**; **FORMS FOR** THE LANDOWNER **ELECTION:** AND **PROVIDING FOR** SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, Crossings Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within unincorporated Osceola County, Florida; and

**WHEREAS,** pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday of the month in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

Seat Number	<u>Supervisor</u>	Term Expiration Date
1	Joel Adams	11/2024
2	Brian Walsh	11/2026
3	Milton Andrade	11/2026
4	Garret Parkinson	11/2024
5	Jeffrey Shenefield	11/2024

This year, Seat 1, currently held by Joel Adams, Seat 4, currently held by Garret Parkinson, and Seat 5, currently held by Jeffrey Shenefield, are subject to election by landowners in November 2024. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

- 2. LANDOWNER'S ELECTION. In accordance with Section 190.006(2), Florida Statutes, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 5th day of November 2024, at 10:05 AM and located at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida 34747.
- 3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.
- 4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its **May 1, 2024** meeting. A sample notice of landowners'

meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Governmental Management Services – Central Florida LLC, located at 219 East Livingston Street, Orlando, Florida 32801.

- 5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
  - 6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 1ST DAY OF MAY 2024.

	CROSSINGS COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	CHAIRPERSON / VICE CHAIRPERSON
SECRETARY / ASST. SECRETARY	

#### **EXHIBIT A**

### NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF CROSSINGS COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Crossings Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 142 acres, generally located North of Jones Road, East and West Wetlands Place and Gerry Court, situated entirely within unincorporated Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting and election, there may be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: Tuesday, November 5, 2024

TIME: 10:05 AM

PLACE: West Osceola Branch Library

305 Campus St.

Celebration, Florida 34747

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Governmental Management Services – Central Florida LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

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

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

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

Jill Burns District Manager

## INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF CROSSINGS COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING: Tuesday, November 5, 2024

TIME: 10:05 AM

LOCATION: West Osceola Branch Library, 305 Campus Street, Celebration, Florida 34747

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

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

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

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

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

# LANDOWNER PROXY CROSSINGS COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA

LANDOWNERS' MEETING –Tuesday, November 5, 2024

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the

lands described herein, hereby constitutes and appoints		<u> </u>
("Proxy Holder") for and on behalf of the undersigned, to		
of Crossings Community Development District to be he		
Campus Street, Celebration, Florida 34747, on Tuesda adjournments thereof, according to the number of acres of		
undersigned landowner that the undersigned would be ent	*	1
question, proposition, or resolution or any other matter of		
including, but not limited to, the election of members of th		
vote in accordance with his or her discretion on all ma		
solicitation of this proxy, which may legally be considered at said meeting.		
Any proxy heretofore given by the undersigned for to continue in full force and effect from the date hereof untrany adjournment or adjournments thereof, but may be revocation presented at the landowners' meeting prior to conferred herein.	il the conclusion of revoked at any tim	the landowners' meeting and e by written notice of such
Printed Name of Legal Owner		
Signature of Legal Owner	Date	e
Parcel Description	<u>Acreage</u>	<b>Authorized Votes</b>
		<del></del>
[Insert above the street address of each parcel, the legal denumber of each parcel. If more space is needed, identificate reference to an attachment hereto.]		
<b>Total Number of Authorized Votes:</b>		
NOTES: Pursuant to Section 190.006(2)(b), Florida Stati	utes (2021), a fractio	on of an acre is treated as one

(1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

# OFFICIAL BALLOT HICKORY TREE COMMUNITY DEVELOPMENT DISTRICT OSCEOLA COUNTY, FLORIDA LANDOWNERS' MEETING –TUESDAY, NOVEMBER 5, 2024

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

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

<u>Description</u>		Acreage ———
[Insert above the stree	t address of each parcel, the legal description [I.] [If more space is needed, identification of ment hereto.]	
or		
Attach Proxy.		
I,	, as Landowner, to the Landowner	r, or as the proxy holder of er's Proxy attached hereto, do cast my
votes as follows:	(	, , ,
SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
4		
5		
D	G: 1	
Date:	Signed:	
	Printed Name:	

## SECTION VI

#### PREPARED BY AND RETURN TO:

Jennifer Kilinski, Esquire KILINSKI | VAN WYK PLLC 517 E. College Avenue Tallahassee, Florida 32301

## SPECIAL WARRANTY DEED WITH GRANT AND RESERVATION OF EASEMENTS

THIS SPECIAL WARRANTY DEED is executed as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2024, by **CLAYTON PROPERTIES, GROUP**, a Tennessee corporation, with a mailing address of PO Box 4098, Maryville, Tennessee 37892 and **LAND SOUTH EQUITIES, LLC**, a Florida limited liability company, with a mailing address of PO Box 6165, Lakeland, Florida 33807 (hereinafter called the "grantor"), in favor of **CROSSINGS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

#### WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Osceola County, Florida, further described as:

Tracts 19 and 20 (recreation/stormwater/landscape) and Tracts 1, 2, 3, 4, 5, 28, 29, 30, 31, 33, 34, 38, 39, 40, 41, 42, and 43 (open space/landscape), as identified on the plat titled, Crossings Phase 1, and recorded in Plat Book 33, Pages 53 et seq. of the Official Records of Osceola County, Florida.

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

**Note to Recorder:** This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

#### **GRANT OF EASEMENTS**

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below ("Easements"):

Those certain 10.00 foot wide Drainage and Utility Easements along lots and tracts adjacent to street right-of-way lines, those certain 5.00 foot wide Drainage and Utility Easements along the side and rear of lots, and that certain blanket Drainage and Utility Easement across tracts Alley 1, Alley 2, Alley 3, Alley 4, Alley 5 and Alley 6 (together, "Easement Areas"), as identified on the plat titled, Crossings Phase 1, and recorded in Plat Book 33, Pages 53 et seq. of the Official Records of Osceola County, Florida.

AND, with respect to the foregoing, the rights of ingress and egress over, across, upon, and through the Easement Areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing stormwater, hardscaping, landscaping, irrigation, wetland and/or other District improvements that comprise the District's capital improvement plan.

TOGETHER with all rights of Grantor, if any, to such stormwater, hardscaping, landscaping, irrigation, wetland and/or other District improvements that comprise the District's capital improvement plan and that are located on the Easement Areas;

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights in the Easement Areas that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

#### RESERVATION OF EASEMENT

THAT GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property and Easement Areas, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property and Easement Areas; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or Easement Areas or improvements located thereon.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

	GRANIUK:
Signed, sealed and delivered in the presence of:	<b>CLAYTON PROPERTIES GROUP, INC.</b> , a Tennessee corporation
Print Name:	By: Its:
Print Name:	
STATE OF FLORIDA COUNTY OF	
notarization this day of	RIBED before me by means of $\square$ physical presence or $\square$ online
	(Official Notary Signature)
	Name:
[notary seal]	Personally KnownOR Produced Identification
inotary searj	Type of Identification

#### **GRANTOR:**

Signed, sealed and delivered in the presence of:	LAND SOUTH EQUITIES LLC, a Florida limited liability company
Print Name:	By: Robert F. Harper, IV Its: Manager
Print Name:	
STATE OF FLORIDA COUNTY OF	
	IBED before me by means of □ physical presence or □ online, 2024 by Robert F. Harper, IV, as Manager of Land South Equities ny, on behalf of company.
	(Official Notary Signature)
	Name:
	Personally Known
[notary seal]	OR Produced Identification
	Type of Identification

#### **ACCEPTANCE BY GRANTEE**

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this day of	, 2024.
Signed, sealed and delivered in the presence of:  Witnesses:	CROSSINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established under Chapter 190 of the Florida Statutes
Name:	By:  Brian Walsh, Chairperson Board of Supervisors
Name:	
STATE OF FLORIDA COUNTY OF	
	acknowledged before me by means of $\square$ physical presence or $\square$ , 2024, by Brian Walsh, as Chairperson of the Board of ty Development District.
	(Official Notary Signature)
	Name:Personally Known
[notary seal]	OR Produced Identification
[]	Type of Identification

## **SECTION VII**

# CONSTRUCTION FUNDING AGREEMENT BETWEEN CROSSINGS COMMUNITY DEVELOPMENT DISTRICT AND CLAYTON PROPERTIES GROUP, INC. [PHASE 2 CONSTRUCTION]

THIS AGREEMENT (the "Agreement") is made and entered into this <u>3rd</u> day of April 2024, by and between:

CROSSINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being located in Osceola County, Florida, and with a mailing address c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "District"), and

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, and owner and developer of lands within the District, with a mailing address of 5000 Clayton Road, Maryville, Tennessee 37804, and its successors and assigns (the "Developer", together with the District, the "Parties", and separately, "Party").

#### **RECITALS**

WHEREAS, the District was established by an ordinance, as amended from time to time, adopted by the Board of County Commissioners in and for Osceola County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District identified in the Engineer's Report as Phase 2 (as defined below) upon which the District's improvements have been or will be made; and

WHEREAS, the Developer has requested assignment of that certain construction agreement between Developer and The Briar Team, LLC to the District (the "Construction Agreement") and the District has agreed to accept assignment of the same in order to assist in the completion of the various infrastructure improvements, facilities, and services within and adjacent to the District described in that certain *Engineer's Report* dated January 31, 2022, which includes the improvements set forth in the Construction Agreement (hereinafter the "Project"), attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of the entirety of the described in **Exhibit A**, including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the "**Improvements**"); and

WHEREAS, in order to induce the District to proceed at this time with the assignment of the Construction Agreement and construction of the Improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such Improvements, subject to that certain Acquisition agreement by and between the District and Developer that obligates the District to use available bond proceeds, if issued, to pay for costs of the Improvements and/or reimburse Developer for same; and

WHEREAS, the District anticipates accessing the public bond market to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the Parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from such bonds to the extent and amount of such proceeds and Developer shall fund the remainder of the Project.

Now, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

- 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.
- 2. FUNDING. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District and shall only be requested to the extent necessary prior to issuance of bonds and after expenditure of available proceeds, if any.
- 3. REPAYMENT. The Parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within thirty (30) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and thus does not reimburse the Developer for the funds advanced, then the Parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.
- 4. **DEFAULT.** A default by either Party to 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 actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

- 5. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- **6. AGREEMENT.** This Agreement shall constitute the final and complete expression of the agreement between the Parties relating to the specific subject matter of this Agreement.
- 7. 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.
- **8. AUTHORIZATION.** 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 of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this Agreement.
- 9. NOTICES. All notices, requests, consents and other communications hereunder (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, electronic mail, or overnight delivery service, to the Parties, as follows:

A. If to District: Crossings Community Development District

c/o Governmental Management Services

Central Florida, LLC 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager jburns@gmscfl.com

With a copy to: Kilinski | Van Wyk, PLLC

517 E. College Avenue Tallahassee, Florida 32301 Attn: District Counsel jennifer@cddlawyers.com

B. If to Developer: Clayton Properties Group, Inc.

5000 Clayton Road

Maryville, Tennessee 37804

Attn: Joel Adams

j.adams@highlandhomes.org

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days.

Counsel for the Parties may deliver Notices on behalf of the Party he/she represents. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

- 10. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein 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.
- 11. ASSIGNMENT. Neither Party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Party.
- 12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any action brought hereunder shall be Osceola County, Florida.
- 13. EFFECTIVE DATE. The Agreement shall be effective after execution by all Parties hereto and shall remain in effect unless terminated by any of the Parties hereto.
- 14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.
- 15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Signatures on next page]

**IN WITNESS WHEREOF**, the Parties execute this Agreement to be effective the day and year first written above.

### CROSSINGS COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

CLAYTON PROPERTIES GROUP, INC.

By: D. JOEL AL

Its: / Vice PLES.

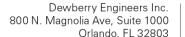
Exhibit A: The Briar Team Construction Agreement/Assignment

#### Exhibit A

## **SECTION VIII**

## SECTION B

## SECTION 1



407.843.5120 407.649.8664 fax Orlando, FL 32803 | www.dewberry.com



Sent Via Email: jburns@gmscfl.com

April 2, 2024

Ms. Jillian Burns District Manager Crossings Community Development District c/o Governmental Management Services 219 East Livingston Street Orlando, Florida 32801

Subject: Work Authorization Number 2024-1

**Crossings Community Development District** 

**Annual Engineer's Report 2024** 

Dear Chairman, Board of Supervisors:

Dewberry Engineers Inc. (Engineer) is pleased to submit this Work Authorization to provide professional consulting engineering services for the Crossings Community Development District (CDD). We will provide these services pursuant to our current agreement ("District Engineering Agreement") as follows:

#### I. Scope of Work

We will provide the Annual Engineer's Report for the CDD as required by the Trust Indenture for this fiscal year. The report will address the requirements as detailed in Section 9.21 of the Trust.

#### II. **Fees**

The CDD will compensate the Engineer pursuant to the hourly rate schedule contained in the District Engineering Agreement. We estimate a budget in the amount of \$3,000, plus other direct costs. The CDD will reimburse the Engineer all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

Thank you for considering Dewberry. We look forward to helping you create a quality project.

Sincerely	APPROVED AND ACCEPTED
	Ву:
Rey Malavé, P.E.	Authorized Representative of
Dewberry Engineers Inc.	Crossings
Associate Vice President	Community Development District
April 2, 2024	
Date	Date



#### STANDARD HOURLY BILLING RATE SCHEDULE

#### Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
Professional	
Engineer I, II, III	\$115.00, \$135.00, \$155.00
Engineer IV, V, VI	\$170.00, \$195.00, \$225.00
Engineer VII, VIII, IX	\$250.00, \$275.00, \$305.00
Environmental Specialist I, II, III	\$105.00, \$125.00, \$150.00
Senior Environmental Scientist IV, V, VI	\$170.00, \$190.00, \$210.00
Planner I, II, III	\$105.00, \$125.00, \$150.00
Senior Planner IV, V, VI	\$170.00, \$190.00, \$210.00
Landscape Designer I, II, III	\$105.00, \$125.00, \$150.00
Senior Landscape Architect IV, V, VI	\$170.00, \$190.00, \$210.00
Principal	\$350.00
Technical	
CADD Technician I, II, III, IV, V	\$80.00, \$100.00, \$120.00, \$140.00, \$175.00
Designer I, II, III	\$110.00, \$135.00, \$160.00
Designer IV, V, VI	\$180.00, \$200.00, \$220.00
Construction	
Construction Professional I, II, III	\$125.00, \$155.00, \$185.00
Construction Professional IV, V, VI	\$215.00, \$240.00, \$285.00
Survey	
Surveyor I, II, III	\$68.00, \$83.00, \$98.00
Surveyor IV, V, VI	\$115.00, \$125.00, \$145.00
Surveyor VII, VIII, IX	\$160.00, \$190.00, \$235.00
Senior Surveyor IX	\$290.00
Fully Equipped 1, 2, 3 Person Field Crew	\$145.00, \$175.00, \$230.00
Administration	
Administrative Professional I, II, III, IV	\$70.00, \$95.00, \$115.00, \$145.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

## SECTION C

## Crossings CDD

## Field Management Report



May 1st, 2024
Jarett Wright
Field Manager
GMS

### Site Items

### **Amenity Progress**













### Site Items

### Landscaping / Aquatics Update

- Gathered proposals for contracted landscape and aquatics maintenance.
   Scope of work and Maintenance Maps are provided below.
- New Sod was installed around the amenity center, and we will monitor the areas while it is establishing.
- ♣ Trash and debris were removed from the amenity pond, but construction trash continues to accumulate here. We will schedule GMS maintenance staff to clean up these areas in conjunction with the landscaper as needed.







### Conclusion

For any questions or comm	ents regarding the above	e information, please	contact me by phone at
407-750-3599, or by email a	nt jwright@gmscfl.com.	Thank you.	

Respectfully,

Jarett Wright

## SECTION 1

#### **Crossings CDD**

#### LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

#### General Services- Component "A"

#### **Turf Maintenance**

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

#### <u>Mowing</u>

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

- St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.
- St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

#### **Edging**

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

#### **String Trimming**

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be moved or string trimmed to the natural water's edge during every other moving cycle at minimum.

#### **Blowing**

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

#### **Damage Prevention/Repair**

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

#### Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

#### **Pruning**

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

#### **Weed Control**

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

#### **Trash Removal**

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

#### **Policing**

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

#### Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

#### Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

#### Component "B" – Turf Care Program

#### ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control October: Heavy fall granular fertilization and broadleaf weed/disease control

#### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

#### BAHIA – Where Applicable (Irrigated areas only)

**Application Schedule -** Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

#### <u>Application Requirements: Fertilization</u>

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

#### Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash weeds as necessary, inspect/treat fungal activity.

#### <u>Application Requirements: Fertilization</u>

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

#### **Insect/Disease Control**

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

#### **Weed Control**

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

#### **Warranty**

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

#### Component "C" - Tree/Shrub Care Program

Application Schedule - Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

#### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

#### **Insect/Disease Control**

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

#### **Specialty Palms**

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

#### **Warranty**

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

#### Component "D" - Irrigation Maintenance

#### **Frequency of Service**

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

#### **Specifications**

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections
  will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall
  landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A
  description of the problem, its location and estimated cost should be included. All repairs must
  be approved by the CDD representative prior to initiating any work. It is up to CDD
  management's discretion to allow contractor to proceed with repairs at an agreed threshold
  without prior approval.

#### **Service Calls**

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

#### Component "E" - Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

#### E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

#### Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be  $4\frac{1}{2}$ " individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

#### Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

#### Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

#### Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

#### E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

#### **Schedule**

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

#### Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

#### E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

#### **Crossings CDD Landscape Fee Summary**

Contractor: Property: Crossings CDD

Address: 219 E. Livingston St. Orlando, Address:

Florida,

Phone: Fax:

32801 Phone: 407-201-1514

Contact: Contact: Jarett Wright Email: Email: jwright@gmscfl.com

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D	O/AI4	125	WAIX	ALINE	I WAT	0014	JUL	700	OLI	001	NOV	DLO	TOTAL
(Compnent A) -													\$0
Mowing/Detailing													
TURF CARE													
(Component B)													\$0
Bahia/St Augustine/Zoysia													
TREE/SHRUB CARE													
(Component C)													\$0
Tree/Shrub Fert													
IRRIGATION MAINT.													
(Component D)													\$0
i ' '													
ANNUAL CHANGES - None at this time													
(Component E.1)													\$0
Per Annual Pricing:	Count:			Count:			Count:			Count:			
BED DRESSING - Estimate mulch yds													
(Component E.2)													\$0
Per Yard Pricing:					Mulch Yds						Mulch Yds		
PALM TRIMMING													
(Component E.3) Per Palm Price:													\$0
Palm counts:													
TOTAL FEE PER MONTH:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$0
Extra Services Annual Changes, Palm Pruning, Mulch	\$0

TOTAL	
	\$0.00

#### **Green - CDD Landscaping Responsibilities** Blue - CDD Aquatic Responsibilites Red - CDD Amenity Center / Pool / Playground **CROSSINGS PHASE 1** PLAT 33 PAGE 54 28 SHEET 2 OF 8 Purple - CDD Owned Fountain NEW MAP OF NARCOOSSEE PLAT BOOK 1, PAGES 73 AND 74 SECTION 22, TOWNSHIP 25 SOUTH, RANGE 31 EAST OSCEOLA COUNTY, FLORIDA IND. 4"x4" CONC. MON \$89'58'41"W 1351.93' NORTH LINE OF THE WEST 1/2 OF THE WEST 1/ MORTH LINE OF THE SW 1/4 OF SEC. 22, TWP. 25 S, RNG. 31 E NEW MAP OF NARCOOSSEE P.B. 1, PAGES 73-74 TRACT FD-1 5.55 UNE 0 1/4 OF SIC 25.5, RMC 3 38 37 34 /w CS4\*\* 499, PASE 18 503, PASE 28 503, PASE 28 503, PASE 28 117, PASE 28 1179, PASE 2 \_S89\*59'17"W 76.50' 313 312 311 310 309 308 307 306 305 304 303 302 301 300 293 5.00 0.0.C. TOAPORARY UNUTY EASTWENT (0.8 B 6.088, PG. 2342) 315 ALLEY 6 41 316 TRACT FD-1 47 317 318 7 ESAT 1772 PAGE 1772 PAGE 1772 PAGE 1773 PAGE TRACT FD-1 FRESHWATER CANYON DRIVE 319 320 326 20.00' UTUTY EASENE (C.R.B. 831, PG. 2892 ALLEY 5 327 2805) 2805) 2805) 2805) 2805) 2805) 2805) 228826 5 62229628 7 8545555 5 PAGE PAGE PAGE PAGE PAGE N89'59'21"E 692.95" 328 TRACT 38 439 2380, P 1772, P 1772, P 1786, A 1784, A 1787, 423 422 421 420 419 418 417 416 415 414 413 412 411 329 29 MILLHOUSE WAYTRACT 5 440 000000 00000 00000 00000 441 SEC. 22, TWP. 25 S, RNG. 31 E NEW MAP OF NARCOOSSEE P.B. 1, PAGES 73-74 48 47 46 45 44 43 42 41 40 39 38 37 36 35 35 34 33 330 442 443 331 380 382 383 384 385 386 387 388 389 390 391 392 393 394 395 444 TRACT FD-1 332 379 399 445 378 400 50 333 446 377 401 334 UTLTY EASTWENT () 628E, PQ. 2342) TRACT 34 CHESTNUT GROVE PLACE 335 53 336 376 337 32 31 30 29 28 27 26 25 375 402 403 259 260 261 262 263 338 374 339 373 204 203 202 SEC. 22, TWP. 25 S, RNG. 31 E NEW MAP OF NARCOOSSEE P.B. 1, PAGES 73-74 372 340 264 ZTRACT 30 WATERMAN PATH 371 CTRACT 4 370 341 268 269 270 271 272 273 369 197 196 195 194 193 342 57 368 63 343 344 366 345 TRACT 41 TRACT 42 SW CORNER OF THE SW 1/4 SEC. 22, TWP. 25 S. RNG. 31 E PND. 4"x4" CONC. NON. (TOP BROHEN) COR #110465 21 15 50' R/W PER P.B. 1 PGS 73-74 NORTH BAY UNK S89'53'37"E 27 28 **JOHNSTON'S** BULLOCK PLACE SUNBROOKE PHASE 2 P.B. 29, PAGES 182-186 SUNBROOKE PHASE 1 P.B. 28, PAGES 86-91

**Crossings CDD Maintenance Map** 

# SECTION (a)

#### **Crossings CDD Landscape Fee Summary**

Contractor: Blade Runners Commercial Landscaping Orlando, CDD

Address: 19 N Texas Ave. Orlando, FL 32805

Property: Crossings CDD

Address: 219 E. Livingston St.

Orlando, Florida, 32801

Phone: 407-750-3599

Contact: JWright@gmscfl.com

Email:

Contact: Juan Ramirez
Email: JUAN BLADERUNNERSORLANDO.COM

Phone: 407-306-0600

Fax:

								,	T	, ,			
	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
GENERAL SERVICES													
(Schedule A) -	1,931	1,931	1,931	4,827	3,862	3,862	4,827	4,827	3,862	4,827	1,931	1,931	\$40,550
Mowing/Detailing													
TURF CARE													
(Schedule B)	250		250		250	1	250		250		250		\$1,500
Bahia/St Augustine Fert													
TREE/SHRUB CARE													
(Schedule C)		125	1	125		125		125		125		125	\$756
Tree/Shrub Fert													
BED DRESSING - Estimate mulch yds													
(Schedule E - B.)					7,200						4,800	1	\$12,900
Per Yard Pricing:					150						100		
PALM TRIMMING													
(Schedule E - C.) Per Palm Price:	1				2,000						2,000		\$4,000
ANNUAL CHANGES - None at this time													
(Schedule E - A. )													\$0
Per Annual Pricing:													
IRRIGATION MAINT.													
(Schedule D)	200	200	200	200	200	200	200	200	200	200	200	200	\$2,400
						100							1
TOTAL FEE PER MONTH	\$2,381	\$2,256	\$2,381	\$5,152	\$13,612	\$4,187	\$5,277	\$5,152	54,312	\$5,152	\$9,181	\$2,256	\$61,200
Flat Fee Schedule	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5:100	\$5,100	\$5,100	\$5,100	\$5,100	\$61,200
ALT DE DUTHOUSE	90,100	80,100	80,799	60,100	20,100	40,100	99,100	20,100	23,100	30,100	82,480	22,199	901,200

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$45,200

TOTAL	
	\$61,199.60

# SECTION (b)

#### **Crossings CDD Landscape Fee Summary**

Contractor: Exalt Outdoor Services Inc

**Property: Crossings CDD** 

Address: 401 W New Nolte Rd. St. Cloud FL 34769

Address: 219 E. Livingston St.

Orlando, Florida, 32801

Phone: 407-750-3599

Phone: #########

Fax:

**Contact: Mike Wetherington** 

Email: Mike.wetherington@exaltoutdoors.com

Contact: JWright@gmscfl.com Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
GENERAL SERVICES													707712
(Schedule A) -	1,600	1,600	1,600	3,200	3,200	3,200	3,200	3,200	3,200	1,600	1,600	1,600	\$28,800
Mowing/Detailing													
TURF CARE		1							1				
(Schedule B)	385	ľ	385		385				1	385			\$1,540
Bahia/St Augustine Fert													
TREE/SHRUB CARE													
(Schedule C)			300		300		300			300			\$1,200
Tree/Shrub Fert													
BED DRESSING - Estimate mulch													
(Schedule E - B.)					9,750				1		6,500		\$16,250
Per Yard Pricing:65					Mulch Yds						Mulch Yds		
PALM TRIMMING													
(Schedule E - C.) Per Palm Price: 60						2,940						2,940	\$5,880
ANNUAL CHANGES - None at this t													
(Schedule E - A. )													\$0
Per Annual Pricing:													
IRRIGATION MAINT.													
(Schedule D)	402	402	402	402	402	402	402	402	402	402	402	402	\$4,824
				3,33				F				0.5	14.50
TOTAL FEE PER MONTH:	\$2,387	\$2,002	\$2,687	\$3,602	\$14,037	\$6,542	\$3,902	\$3,602	\$3,602	\$2,687	\$8,502	\$4,942	\$58,494
Flat Fee Schedule	\$4,875	\$4,875	\$4,875	\$4,875	\$4,875	\$4,875	\$4,875	\$4,875	\$4,875	\$4,875	\$4,875	\$4,875	\$58,494

Essential Services \$36,364

Mowing/Detailing/Irrigation/Fert an **Extra Services** \$22,130 Annual Changes, Palm Pruning, M

TOTAL \$58,494.00

# SECTION (c)

#### **Crossings CDD Landscape Fee Summary**

Contractor: Prince and Sons, Inc.

Property: Crossings CDD

Address: 14645 Boggy Creek Rd.

Address: 219 E. Livingston St.

Orlando, FL 32824 Phone: (863) 422-5207

Orlando, Florida, 32801

Fax:

Phone: 407-750-3599

Contact: Lucas Martin

Contact: JWright@gmscfl.com Email: Email: Imade Connectandsonsinc.com

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ост	NOV	DEC	TOTAL
GENERAL SERVICES													TOTAL
(Schedule A) -	4,320	2,880	2,880	5,760	5,760	5,760	7,200	5,760	7,200	5,760	2,880	4,320	\$60,480
Mowing/Detailing													
TURF CARE													
(Schedule B)		1,400		1,400		1,400		1,400		1,400		1,400	\$8,400
Bahia/St Augustine Fert										,		, i	
TREE/SHRUB CARE													
(Schedule C)	420			420			420			420			\$1,680
Tree/Shrub Fert						,							
BED DRESSING - Estimate mulch yds													
(Schedule E - B.)					6,600						4,400		\$11,000
Per Yard Pricing:\$55					120 Mulch Yds						80 Mulch Yds		
PALM TRIMMING													
(Schedule E - C.) Per Palm Price: \$45					1,800							1,200	\$3,000
ANNUAL CHANGES - None at this time													
(Schedule E - A. )													\$9
Per Annual Pricing:													
IRRIGATION MAINT.													
(Schedule D)	900	900	900	900	900	900	900	900	900	900	900	900	\$10,800
Mark the second	71 - 11	100									4-1-	154	
TOTAL FEE PER MONTH:	\$5,640	\$5,180	\$3,780	\$8,480	\$15,060	\$8,060	\$8,520	\$8,060	\$8,100	\$8,480	\$8,180	\$7,820	\$95,360
Elat Fee Schedule	\$7.947	57 947	\$7.947	\$7.947	\$7.047	\$7.047	\$7.047	\$T-0.47	\$7 BA7	67 0.47	\$7.047	57.047	505 246

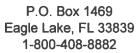
Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$81,360
Futor Complete	

Extra Services	\$14.000
Annual Changes, Palm Pruning, Mulch	\$18,000

TOTAL	
	\$95,360.00

## SECTION 2

# SECTION (a)



Date: April 19, 2024



Submitted to:

### AQUATIC PLANT MANAGEMENT AGREEMENT

Name Crossings CDD

	c/o GMS				
۸ ما ما سم م		200			
Address	The second secon	fuite 300			
City	Orlando, FL 32822				
Phone	407-250-3599				
_	reement is between Applied er called "Customer".	d Aquatic Manager	ment, Inc. herea	after called "AAM" and signed	entre philosophie 8
The nor	ties hereto agree as follows	mildomen Ællo			
	AM agrees to provide aquat		onvices for a ne	riod of 12 months	
	accordance with the terms				
Tv	wo (2) Stormwater Retentio	n Ponds			
	ssociated with Crossings Cl				
	05 Huckleberry Blossom Dr				
	Cloud, FL 34771				
D T					tion for the
	ne AAM management progr pecified sum:	am will include the	e control of the	following categories of vegeta	ation for the
	Shoreline brush & grass c	ontrol	Included		
	Emersed vegetation contr		Included		
	Floating vegetation contro		Included		
			Included		
	Filamentotic algae control				
4.	Filamentous algae control				
4.	Submersed vegetation co		Included		
4. 5.	Submersed vegetation co	ntrol	Included nspections and	/or treatments as needed to service.	
4. 5. Se m	Submersed vegetation consist of a min	ntrol nimum of monthly i rowth throughout t	Included nspections and he term of our s	service.	
4. 5. Se m	Submersed vegetation conservice shall consist of a min aintain control of noxious grustomer agrees to pay AAM	ntrol imum of monthly i rowth throughout t If the following amo	Included  nspections and he term of our sounts during the	e term of this Agreement:	
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4. 5. Si m	Submersed vegetation content of a minus aintain control of noxious grustomer agrees to pay AAM  The terms of this Agreement will at	ntrol imum of monthly introwth throughout the following amount agreement shall butomatically renerosal	Included  Inspections and the term of our sounts during the the the term of our sounts during the	e term of this Agreement: hru 04/30/2025. & Condition 14.	
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#### **Terms and Conditions**

- 1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
- 2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
- 3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
- 4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
- 5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
- 6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
- 7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
- 8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
- AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- 10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
- 11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
- 12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
- 13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
- 14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a minimum rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

# SECTION (b)

#### **ESTIMATE**

Aquatic Weed Management, Inc. WATERWEED1@AOL.COM PO Box 1259 +1 (863) 412-1919

Haines City, FL 33845



#### **Crossings CDD**

#### Bill to

Crossings CDD c/o GMS - Central Florida 219 E. Livingston St. Orlando, FL 32801

#### Estimate details

Estimate no.: 1422

Estimate date: 03/12/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Scope of Work		1	\$600.00	\$600.00
		Monthly pond herbicide maintenance on 2 ponds. Services include floating) within the ordinary high water level. Priced as \$/treatment.	treatments for ALL v	egetation (en	nerged, subme	erged and

Total \$600.00

#### Note to customer

Thank you for your business!

# SECTION (c)

# Item will be provided under separate cover.

# SECTION 3

# SECTION (a)

# Item will be provided under separate cover.

# SECTION (b)

# Item will be provided under separate cover.

# SECTION D

# SECTION 1

# Crossings Community Development Distr<u>ict</u>

#### **Summary of Checks**

March 23, 2024 to April 19, 2024

Bank	Date	Check No.'s		Amount
General Fund				
	3/25/24	172	\$	3,500.00
	4/2/24	173	\$	3,500.00
	4/8/24	174-178	\$	1,125.00
	4/15/24	179	\$	4,863.11
			\$	12,988.11
Construction Fund				
	4/2/24	27	\$	327,648.52
	4/5/24	28	\$	130,851.00
			\$	458,499.52
		To	tal \$	471,487.63

*** CHECK DATES 03/23/2024 - 04/19/2024 *** CROSSI	NTS PAYABLE PREPAID/COMPUTER CHECK REGISTER NGS - GENERAL FUND GENERAL FUND	RUN 4/24/24	PAGE 1
CHECK VEND#INVOICEEXPENSED TO	VENDOR NAME STATUS	AMOUNT	CHECK

	BA	ANK A GENERAL FUND			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
3/25/24 00036	3/18/24 459125 202403 320-53800- ENTRANCE LANDSCAPE MAR 24	17000	*	2,000.00	
	3/18/24 459126 202403 320-53800-4 LANDSCAPE MAINT MAR 24	17000	*	1,500.00	
		BLADE RUNNERS COMMERCIAL			3,500.00 000172
4/02/24 00036	4/01/24 459167 202404 320-53800-4 LANDSCAPE MAINT APR 24	 47000	*	2,000.00	
	4/01/24 459167 202404 320-53800-4 POND MAINT APR 24	17000	*	1,500.00	
		BLADE RUNNERS COMMERCIAL			3,500.00 000173
4/08/24 00039	3/31/24 17514 202403 320-53800-4 VEGETATION TREATMENT		*	325.00	
		AQUATIC WEED MANAGEMENT, INC.			325.00 000174
4/08/24 00007	4/03/24 BW040320 202404 310-51300-3 BOS MEETING 4/3/24		*	200.00	
		BRIAN WALSH			200.00 000175
4/08/24 00008	4/03/24 GP040320 202404 310-51300-3 BOS MEETING 4/3/24		*	200.00	
	DOD MEETING 4/3/24	GARRET PARKINSON			200.00 000176
4/08/24 00009	4/03/24 JS040320 202404 310-51300-1 BOS MEETING 4/3/24	11000	*	200.00	
		JEFFREY T SHENEFIELD			200.00 000177
4/08/24 00011	4/03/24 MA040320 202404 310-51300-3 BOS MEETING 4/3/24	11000	*	200.00	
		MILTON ANDRADE			200.00 000178
4/15/24 00001	4/01/24 32 202404 310-51300-: MANAGEMENT FEES APR 24	34000	*	2,916.67	
	4/01/24 32 202404 310-51300-: WEBSITE ADMIN APR 24		*	100.00	
	4/01/24 32 202404 310-51300-: INFORMATION TECH APR 24	35100	*	150.00	
	4/01/24 32 202404 310-51300-: DISSEMINATION SVC APR 24	31300	*	416.67	
	4/01/24 32 202404 310-51300-9 OFFICE SUPPLIES APR 24	51000	*	2.74	
	4/01/24 32 202404 310-51300-4 POSTAGE APR 24	12000	*	27.03	
	4/01/24 33 202404 320-53800-: FIELD MANAGEMENT APR 24	34000	*	1,250.00	
		GOVERNMENTAL MANAGEMENT SERVICES			4,863.11 000179

TOTAL FOR BANK A 12,988.11

CRCF CROSSING CDD AGUZMAN

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 4/24/24 PAGE 2
\*\*\* CHECK DATES 03/23/2024 - 04/19/2024 \*\*\* CROSSINGS - GENERAL FUND
BANK A GENERAL FUND

CHECK VEND# ....INVOICE.... ..EXPENSED TO... VENDOR NAME STATUS AMOUNT ....CHECK.....

DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS AMOUNT #

TOTAL FOR REGISTER 12,988.11

CRCF CROSSING CDD AGUZMAN

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTE *** CHECK DATES 03/23/2024 - 04/19/2024 *** CROSSINGS - CONSTRUCTION FUND BANK A CONSTRUCTION FUND	ER CHECK REGISTER	RUN 4/24/24	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	TNUOMA	CHECK AMOUNT #
4/02/24 00003 2/29/24 PAYAPP#1 202402 600-53800-60000 031 FR#82	*	327,648.52	
OVIDA CONSTRUCTION GROUP INC.		3	327,648.52 000027
4/05/24 00010 2/29/24 21217 202402 600-53800-60000	*	74,396.00	
031 FR#83 3/15/24 21325 202403 600-53800-60000 031 FR#84	*	56,455.00	
ERIC'S LAND MANAGEMENT, LLC		1	30,851.00 000028
TOTAL FOR E	DANK A	458,499.52	
TOTAL FOR T	DAIN A	430,499.32	
TOTAL FOR F	REGISTER	458,499.52	

CRCF CROSSING CDD AGUZMAN

# SECTION 2

Community Development District

**Unaudited Financial Reporting** 

March 31, 2024



## **Table of Contents**

1 Balance Sheet
General Fund
4 Debt Service Fund - Series 2022
5 Capital Projects Fund - Series 2022
Month to Month
8 Assessment Receipt Schedule
9 Long Term Debt Schedule

## Crossings Community Development District **Combined Balance Sheet**

March 31, 2024

	General	$D\epsilon$	ebt Service	Са	pital Projects	Totals Governmental Funds		
	Fund		Fund		Fund			
Assets:								
Operating Account	\$ 237,764	\$	-	\$	328,073	\$	565,837	
Due from Developer	\$ -	\$	-	\$	130,851	\$	130,851	
Investments:								
Series 2022								
Reserve	\$ -	\$	187,703	\$	-	\$	187,703	
Revenue	\$ -	\$	394,343	\$	-	\$	394,343	
Prepayment	\$ -	\$	329	\$	-	\$	329	
Construction	\$ -	\$	-	\$	28	\$	28	
<b>Total Assets</b>	\$ 237,764	\$	582,374	\$	458,952	\$	1,279,091	
Liabilities:								
Accounts Payable	\$ 1,890	\$	-	\$	458,500	\$	460,389	
Due to Other	\$ -	\$	_	\$	36	\$	36	
Retainage Payable	\$ -	\$	-	\$	906,051	\$	906,051	
Total Liabilites	\$ 1,890	\$	-	\$	1,364,587	\$	1,366,476	
Fund Balance:								
Restricted For:								
Debt Service - Series 2022	\$ -	\$	582,374	\$	-	\$	582,374	
Capital Projects - Series 2022	\$ -	\$	-	\$	(905,634)	\$	(905,634)	
Unassigned	\$ 235,875	\$	-	\$	-	\$	235,875	
Total Fund Balances	\$ 235,875	\$	582,374	\$	(905,634)	\$	(87,386)	
Total Liabilities & Fund Balance	\$ 237,764	\$	582,374	\$	458,952	\$	1,279,091	

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Proi	ated Budget		Actual		
	Budget	Thru 03/31/24			u 03/31/24	7	Variance
Revenues:							
Assessments - On Roll	\$ 250,764	\$	250,764	\$	252,582	\$	1,818
Developer Contributions	\$ 166,136	\$	25,000	\$	25,000	\$	-
Total Revenues	\$ 416,900	\$	275,764	\$	277,582	\$	1,818
Expenditures:							
General & Administrative:							
Supervisors Fees	\$ 12,000	\$	6,000	\$	-	\$	6,000
Engineering	\$ 15,000	\$	7,500	\$	-	\$	7,500
Attorney	\$ 25,000	\$	12,500	\$	4,148	\$	8,352
Annual Audit	\$ 3,950	\$	-	\$	-	\$	
Assessment Administration	\$ 5,000	\$	5,000	\$	5,377	\$	(377
Arbitrage	\$ 450	\$	450	\$	450	\$	
Dissemination	\$ 5,000	\$	2,500	\$	2,750	\$	(250
Trustee Fees	\$ 4,100	\$	-	\$	-	\$	
Management Fees	\$ 35,000	\$	17,500	\$	17,500	\$	
Information Technology	\$ 1,800	\$	900	\$	900	\$	
Website Maintenance	\$ 1,200	\$	600	\$	600	\$	
Postage & Delivery	\$ 1,000	\$	500	\$	216	\$	284
Insurance	\$ 6,000	\$	6,000	\$	5,200	\$	800
Printing	\$ 1,000	\$	500	\$	-	\$	500
Legal Advertising	\$ 7,500	\$	3,750	\$	192	\$	3,558
Contingency	\$ 2,500	\$	1,250	\$	233	\$	1,017
Office Supplies	\$ 550	\$	275	\$	1	\$	274
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	
Total General & Administrative:	\$ 127,225	\$	65,400	\$	37,743	\$	27,657
Operation and Maintenance							
Field Expenditures							
Property Insurance	\$ 15,000	\$	15,000	\$	-	\$	15,000
Field Management	\$ 15,000	\$	7,500	\$	-	\$	7,500
Landscape Maintenance	\$ 65,000	\$	32,500	\$	-	\$	32,500
Landscape Replacement & Enhancements	\$ 5,000	\$	2,500	\$	-	\$	2,500
Lake Maintenance	\$ 7,500	\$	3,750	\$	10,575	\$	(6,825
Streetlights	\$ 50,000	\$	25,000	\$	-	\$	25,000
Electric	\$ 6,000	\$	3,000	\$	-	\$	3,000
Water & Sewer	\$ 5,000	\$	2,500	\$	10,628	\$	(8,128
Sidewalk & Asphalt Maintenance	\$ 2,500	\$	1,250	\$	-	\$	1,250
Irrigation Repairs	\$ 5,000	\$	2,500	\$	-	\$	2,500
General Field Repairs & Maintenance	\$ 5,000	\$	2,500	\$	-	\$	2,500
Contingency	\$ 5,500	\$	2,750	\$	-	\$	2,750

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	ated Budget		Actual	
		Budget	Thr	u 03/31/24	Thr	u 03/31/24	Variance
Amenity Expenditures							
Amenity Access Management	\$	5,000	\$	2,500	\$	-	\$ 2,500
Amenity-Electric	\$	14,400	\$	7,200	\$	-	\$ 7,200
Amenity-Water	\$	5,000	\$	2,500	\$	-	\$ 2,500
Internet	\$	3,000	\$	1,500	\$	-	\$ 1,500
Pest Control	\$	1,500	\$	750	\$	-	\$ 750
Janitorial Services	\$	10,200	\$	5,100	\$	-	\$ 5,100
Security Services	\$	25,000	\$	12,500	\$	-	\$ 12,500
Pool Maintenance	\$	22,200	\$	11,100	\$	-	\$ 11,100
Amenity Repairs & Maintenance	\$	7,500	\$	3,750	\$	-	\$ 3,750
Holiday Décor	\$	3,000	\$	1,500	\$	-	\$ 1,500
Amenity Contingency	\$	6,375	\$	3,188	\$	-	\$ 3,188
	Subtotal \$	103,175	\$	51,588	\$	-	\$ 51,588
Total O&M Expenditures:	\$	289,675	\$	152,338	\$	21,203	\$ 131,134
Total Expenditures	\$	416,900	\$	217,738	\$	58,946	\$ 158,792
Excess Revenues (Expenditures)	\$	-			\$	218,636	
Fund Balance - Beginning	\$	-			\$	17,238	
Fund Balance - Ending	\$	-			\$	235,875	

#### **Community Development District**

#### **Debt Service Fund - Series 2022**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Proi	ated Budget		Actual		
	Budget	Thr	u 03/31/24	Thr	u 03/31/24	V	ariance
Revenues:							
Assessments	\$ 377,681	\$	377,400	\$	377,400	\$	-
Interest	\$ 500	\$	500	\$	7,036	\$	6,536
Total Revenues	\$ 378,181	\$	377,900	\$	384,436	\$	6,536
Expenditures:							
Interest Expense 11/1	\$ 142,350	\$	142,350	\$	142,350	\$	-
Principal Expense 5/1	\$ 95,000	\$	-	\$	-	\$	-
Interest Expense 5/1	\$ 142,350	\$	-	\$	-	\$	-
Special Call - 11/1	\$ -	\$	-	\$	45,000	\$	45,000
Total Expenditures	\$ 379,700	\$	142,350	\$	187,350	\$	45,000
Excess Revenues (Expenditures)	\$ (1,519)			\$	197,086		
Fund Balance - Beginning	\$ 153,211			\$	385,288		
Fund Balance - Ending	\$ 151,692			\$	582,374		

#### **Community Development District**

#### **Capital Projects Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adop	ted	Prorate	ed Budget		Actual	
	Bud	get	Thru 0	3/31/24	Th	ru 03/31/24	Variance
Revenues:							
Developer Contributions	\$	-	\$	-	\$	3,529,269	\$ 3,529,269
Interest	\$	-	\$	-	\$	1	\$ 1
<b>Total Revenues</b>	\$	-	\$	-	\$	3,529,270	\$ 3,529,270
Expenditures:							
Other Current Charges	\$	-	\$	-	\$	611	\$ (611)
Capital Outlay-Construction	\$	-	\$	-	\$	3,027,226	\$ (3,027,226)
Total Expenditures	\$	-	\$	-	\$	3,027,837	\$ (3,027,837)
Excess Revenues (Expenditures)	\$	-			\$	501,433	
Fund Balance - Beginning	\$	-			\$	(1,407,067)	
Fund Balance - Ending	\$	-			\$	(905,634)	

## Crossings Community Development District

#### Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:														
	_					_	_		_		_	_	_	
Assessments - On Roll	\$	- \$	- \$	251,362 \$	1,221 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	252,582
Developer Contributions	\$	- \$	25,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	25,000
Total Revenues	\$	- \$	25,000 \$	251,362 \$	1,221 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	277,582
Expenditures:														
General & Administrative:														
Supervisor Fees	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Engineering	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Attorney	\$	- \$	203 \$	173 \$	914 \$	1,294 \$	1,565 \$	- \$	- \$	- \$	- \$	- \$	- \$	4,148
Annual Audit	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessment Administration	\$	5,000 \$	- \$	- \$	- \$	377 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,377
Arbitrage	\$	450 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	450
Dissemination	\$	667 \$	417 \$	417 \$	417 \$	417 \$	417 \$	- \$	- \$	- \$	- \$	- \$	- \$	2,750
Trustee Fees	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Management Fees	\$	2,917 \$	2,917 \$	2,917 \$	2,917 \$	2,917 \$	2,917 \$	- \$	- \$	- \$	- \$	- \$	- \$	17,500
Information Technology	\$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	- \$	- \$	- \$	- \$	- \$	- \$	900
Website Maintenance	\$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	- \$	- \$	- \$	- \$	- \$	- \$	600
Postage & Delivery	\$	5 \$	46 \$	22 \$	22 \$	116 \$	5 \$	- \$	- \$	- \$	- \$	- \$	- \$	216
Insurance	\$	5,200 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,200
Printing & Binding	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Legal Advertising	\$	- \$	- \$	- \$	- \$	192 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	192
Contingency	\$	38 \$	38 \$	38 \$	38 \$	40 \$	40 \$	- \$	- \$	- \$	- \$	- \$	- \$	233
Office Supplies	\$	0 \$	0 \$	- \$	- \$	0 \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	1
Dues, Licenses & Subscriptions	\$	175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative:	\$	14,702 \$	3,870 \$	3,817 \$	4,557 \$	5,604 \$	5,193 \$	- \$	- \$	- \$	- \$	- \$	- \$	37,743

## Crossings Community Development District

#### Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operation and Maintenance														
Field Expenses														
Property Insurance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Field Management	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Landscape Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Landscape Replacement & Enhancemen	nts \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Lake Maintenance	\$	- \$	2,250 \$	1,500 \$	1,500 \$	1,500 \$	3,825 \$	- \$	- \$	- \$	- \$	- \$	- \$	10,575
Streetlights	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Electric	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Water & Sewer	\$	- \$	- \$	- \$	- \$	- \$	10,628 \$	- \$	- \$	- \$	- \$	- \$	- \$	10,628
Sidewalk & Asphalt Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Irrigation Repairs	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
General Field Repairs & Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Contingency	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
	Subtotal \$	- \$	2,250 \$	1,500 \$	1,500 \$	1,500 \$	14,453 \$	- \$	- \$	- \$	- \$	- \$	- \$	21,203
Amenity Expenses														
Amenity Access Management	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity - Eletric	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity - Water	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity - Insurance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Playground Lease	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Internet	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pest Control	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Janitorial Services	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Security Services	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Pool Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Amenity Repairs & Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Holiday Décor	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity Contingency	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
	Subtotal \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total O&M Expenses:	\$	- \$	2,250 \$	1,500 \$	1,500 \$	1,500 \$	14,453 \$	- \$	- \$	- \$	- \$	- \$	- \$	21,203
Total Expenditures	\$	14,702 \$	6,120 \$	5,317 \$	6,057 \$	7,104 \$	19,646 \$	- \$	- \$	- \$	- \$	- \$	- \$	58,946
Excess Revenues (Expenditures)	\$	(14,702) \$	18,880 \$	246,045 \$	(4,837) \$	(7,104) \$	(19,646) \$	- \$	- \$	- \$	- \$	- \$	- \$	218,636

#### COMMUNITY DEVELOPMENT DISTRICT

#### **Special Assessment Receipts**

Fiscal Year 2024

#### ON ROLL ASSESSMENTS

Gross Assessments	\$ 266,770.00	\$ 398,598.20	\$ 665,368.20
Net Assessments	\$ 250,763.80	\$ 374,682.31	\$ 625,446.11

											40%		60%	100%
Date	Distribution	G	ross Amount	Disc	count/Penalty	C	Commission	Interest	Net Receipts	Ger	neral Fund	1	Debt Service	Total
12/11/23	ACH	\$	322,985.52	\$	12,661.60	\$	6,459.71	\$ _	\$ 303,864.21	\$ 1	21,830.07	\$	182,034.14	\$ 303,864.21
12/22/23	ACH	\$	339,862.44	\$	10,196.21	\$	6,593.33	\$ -	\$ 323,072.90	\$ 1	29,531.52	\$	193,541.38	\$ 323,072.90
1/10/24	ACH	\$	2,520.24	\$	75.61	\$	48.89	\$ -	\$ 2,395.74	\$	960.54	\$	1,435.20	\$ 2,395.74
1/31/24	ACH	\$	-	\$	-	\$	-	\$ 649.06	\$ 649.06	\$	260.23	\$	388.83	\$ 649.06
	Total	\$	665,368.20	\$	22,933.42	\$	13,101.93	\$ 649.06	\$ 629,981.91	\$ 2	52,582.36	\$	377,399.55	\$ 629,981.91

101%	Net Percent Collected
\$ -	Balance Remaining to Collect

#### **Community Development District**

#### **Long Term Debt Report**

#### Series 2022, Special Assessment Bonds

Interest Rates: 4.250%, 4.750%, 5.000%, 5.125%

Maturity Date: 5/1/2052

Reserve Fund Definition 50% of Maximum Annual Debt Service

Reserve Fund Requirement \$187,703 Reserve Fund Balance \$187,703

Bonds Outstanding - 06/23/22 \$5,800,000
Principal Payment - 5/1/23 (\$90,000)
Special Call - 11/1/23 (\$45,000)

Current Bonds Outstanding \$5,665,000

# SECTION 3



# MARY JANE ARRINGTON OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 19, 2024

Ms. Samantha Ham Recording Secretary Crossings Community Development District 219 E. Livingston St. Orlando, FL 32801

RE: Crossings Community Development District – Registered Voters

Dear Ms. Ham:

Thank you for your letter requesting confirmation of the number of registered voters within the Crossings Community Development District as of April 15, 2024.

The number of registered voters within the Crossings CDD is six as of April 15, 2024.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections



