

Crossings
Community Development District

Meeting Agenda

October 2, 2025

AGENDA

Crossings

Community Development District

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

September 25, 2025

Board of Supervisors Meeting Crossings Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Crossings Community Development District** will be held on **Thursday, October 2, 2025 at 9:15 AM** at the **West Osceola Branch Library, 305 Campus Street, Celebration, Florida 34747.**

Zoom Video Link: <https://us06web.zoom.us/j/84777739599>

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

Meeting ID: 847 7773 9599

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes each)
3. Approval of Minutes of the August 6, 2025 Board of Supervisors Meeting
4. Public Hearing
 - A. Public Hearing on the District's Use of the Uniform Method of Levying, Collection, and Enforcement of Non-Ad Valorem Assessments on Boundary Amendment Area
 - i. Consideration of Resolution 2026-01 Expressing the District's Intent to Utilize the Uniform Method of Collection
5. Consideration of Resolution 2026-02 Adopting Amended Amenity Policies to Include Sports Court & Field
6. Presentation of Memo Regarding Amendments to District Rules of Procedure
 - A. Consideration of Resolution 2026-03 Setting a Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District
7. Consideration of Resolution 2026-04 Spending Authorization Resolution
8. Consideration of Proposal for Arbitrage Rebate Services for Series 2024 Bonds from AMTEC
9. Presentation of Arbitrage Rebate Reports
 - A. Series 2022 Bonds
 - B. Series 2024 Bonds
10. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Presentation of Annual Goals & Objectives Review for Fiscal Year 2025
 - ii. Consideration of Work Authorization 2026-1 for Fiscal Year 2026 District Engineering Services from Dewberry
 - C. Field Manager's Report
 - i. Consideration of Proposals for Landscape Maintenance Services

- a) Blade Runners
 - b) Exalt Outdoors
 - c) Prince & Sons
 - ii. Consideration of Proposals for Pet Waste Stations
 - a) Dog Waste Depot
 - b) Pet Waste Eliminator
 - iii. Consideration of Proposals for Sanitary Napkin Receptacle from ULINE
 - a) Plastic Mounted Option
 - b) Metal Swing Top Option
- D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
- 11. Other Business
- 12. Supervisors Requests and Audience Comments
- 13. 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, August 6, 2025**, at 9:05 a.m. at the Holiday Inn & Suites Orlando SW – Celebration Area, 5711 W Irlo Bronson Memorial Hwy, Kissimmee, Florida.

Present and constituting a quorum were:

Brian Walsh	Chairman
Milton Andrade	Vice Chairman
Garret Parkinson	Assistant Secretary
Brent Elliott	Assistant Secretary
Kareyann Ellison <i>via Zoom</i>	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Patrick Collins	District Counsel, Kilinski Van Wyk
Lauren Gentry <i>by Zoom</i>	District Counsel, Kilinski Van Wyk
Joey Duncan <i>by Zoom</i>	District Engineer, Dewberry
Jarrett Wright	Field Manager, GMS
Ashley Hilyard	Field Manager, GMS
Robbie Szozda	Field Manager, GMS

The following is a summary of the discussions and actions taken at the August 6, 2025 Crossings Community Development District's regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 9:05 a.m. Four Supervisors were present in person constituting a quorum. Ms. Burns noted that Supervisor Elliott was sworn in prior to the start of the meeting for the record.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted that there were only Board members and staff present at the meeting. There were no members of the public in attendance.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oath to Newly Appointed Supervisor Brent Elliot (*elected at June 5, 2025 Board Meeting*)

Ms. Burns stated this occurred prior to the start of the meeting and the next item followed.

FOURTH ORDER OF BUSINESS

**Approval of Minutes of the June 5, 2025
Board of Supervisors Meeting**

Ms. Burns presented the minutes of the June 5, 2025 Board of Supervisors meeting. She asked for any comments, corrections, or changes. The Board had no changes to the minutes and there was a motion of approval.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Minutes of the June 5, 2025 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

**Ratification of Notice of Boundary
Amendment**

Ms. Burns noted that the boundary amendment was approved and that they are looking for a motion to ratify that action.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Notice of Boundary Amendment, was ratified.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2025-07
Directing Chairman and District Staff to
File a Petition Amending District
Boundaries**

Ms. Burns presented the resolution to the Board and noted that this will remove 23.92 acres to the District's boundary and asked for a motion to approve.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Resolution 2025-07 Directing Chairman and District Staff to File a Petition Amending District Boundaries, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Resolution 2025-08
Setting a Public Hearing Expressing the
District's Intent to Utilize the Uniform
Method of Levying, Collecting, and
Enforcing Non-Ad Valorem Assessments
on Boundary Amendment Parcels**

Ms. Burns presented the resolution and suggested the date be October 2nd at 9:15 a.m. which is the regularly scheduled meeting for that month. This is so the operations and maintenance assessments can be collected on the tax bill when the District is ready to do so.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Resolution 2025-08 Setting a Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments on Boundary Amendment Parcels, was approved.

EIGHTH ORDER OF BUSINESS**Public Hearings****A. Public Hearing on the Adoption of the Fiscal Year 2025/2026 Budget**

Ms. Burns noted that the public hearing has been advertised ad per Florida statute and asked for a motion to open the hearing.

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

**i. Consideration of Resolution 2025-09 Adopting the District's Fiscal Year
2025/2026 Budget and Appropriating Funds**

Ms. Burns stated for the record that there are no members of the public present for comment in person or on Zoom and she presented the resolution to the Board. She summarized the budget for the Board and noted there is an increase but not above the mailed noticed amount. The townhomes will increase by \$93.94 totaling \$912.69. The 32-foot bungalows have an increase of \$108.54 making the total assessment \$973.54. The single-family 50-foot lot homes have an increase of \$166.92 totaling that assessment to \$1216.92. The single-family 60-lot homes show an assessment of \$1,400 with no increase because they did not have an assessment last year. She highlighted a few more line items for the Board and offered to answer any questions. For the record

Supervisor Ellison joined the meeting via Zoom. There were no Board questions and there was a motion to approve.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Resolution 2025-09 Adopting the District's Fiscal Year 2025/2206 Budget and Appropriating Funds, was approved.

i. Consideration of Fiscal Year 2025/2026 Deficit Funding Agreement

Ms. Burns noted this agreement is with Clayton Properties Group for the \$96,000 that would be billed if needed.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Fiscal Year 2025/2026 Deficit Funding Agreement, was approved.

Ms. Burns asked for a motion to close the public hearing.

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

B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns noted that this public hearing has also been advertised for per Florida statute and asked for a motion to open the public hearing.

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

i. Consideration of Resolution 2025-10 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns presented the resolution and noted that it was included in the agenda package for Board review. She summarized the assessment roll and offered to answer any questions. There were no questions and there was a motion of approval.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Resolution 2025-10 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Ms. Burns asked for a motion to close the public hearing.

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

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-11 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2025/2026

Ms. Burns presented the resolution and proposed the first Thursday of the month at 9:15 a.m. to set the regularly scheduled Board of Supervisors meeting because the location they will be meeting uses the room for a children's reading hour every Wednesday. The January meeting will be removed from the schedule. There were no Board conflicts and there was a motion of approval.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Resolution 2025-11 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2025/2026, was approved.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2025-12 Adopting Amended Amenity Rules

Ms. Burns presented the resolution and stated that this updates the lakes and ponds portion of the amenity rules to not allow boats, paddle boards, and other recreational water toys to be used in the ponds.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Resolution 2025-12 Adopting Amended Amenity Rules, was approved.

ELEVENTH ORDER OF BUSINESS**Presentation of Fiscal Year 2024 Audit Report**

Ms. Burns presented the audit report and stated that it was considered a clean audit with no instances with noncompliance and no findings. This report was submitted to the State by the June 30th deadline.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, the Fiscal Year 2024 Audit Report, was approved.

TWELFTH ORDER OF BUSINESS**Goals and Objectives****A. Adoption of Fiscal Year 2026 Goals & Objectives**

Ms. Burns presented the Fiscal Year 2026 goals and objectives and noted that they were the same as the prior year which keeps the District in compliance with the statutory requirements from the State. There were no changes made and there was a motion of approval from the Board.

On MOTION by Mr. Andrade, seconded by Mr. Walsh, with all in favor, Adoption of Fiscal Year 2026 Goals & Objectives, was approved.

B. Presentation of Fiscal Year 2025 Goals & Objectives and Authorizing Chair to Execute

Ms. Burns reviewed the goals and objectives from Fiscal Year 2025 and noted that they are on track to meet all the presented goals. This action authorizes the Chair to confirm this information at the end of the Fiscal Year and sign the needed forms to present to the State.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Accepting the Fiscal Year 2025 Goals & Objectives and Authorizing Chair to Execute, was approved.

THIRTEENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Collins had no update for the Board and offered to answer any questions.

B. Engineer

Mr. Duncan had nothing additional to report and offered to answer any questions.

C. Field Manager's Report

Ms. Hilyard presented the Field Manager's report that was included in the agenda package and summarized its contents for the Board. Board discussion followed on several of the amenity items discussed in the report.

i. Consideration of Pricing Update for Landscape Maintenance Services

Mr. Wright provided updated pricing for the remainder of the Fiscal Year and suggested moving forward with the formal RFP process when this Fiscal Year comes to an end. Board direction asked if they could come down on the price at all. Mr. Wright agreed to ask and if the vendor does not agree they will then go through the RFP process to find a landscape vendor. This item will be tabled until further correspondence can be reported back to the Board.

D. District Manager's Report**i. Approval of Amenity Policy Clarification Regarding Access Card Issuance**

Ms. Burns proposed making a minor change to the policy clarifying that resident will be given amenity access cards upon registering for access after closing. Board direction was to make the change.

ii. Approval of Check Register

Ms. Burns presented the check register and noted that it was provided in the agenda package for Board review. There were no questions and there was a motion of approval.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, the Check Register, was approved.

iii. Balance Sheet and Income Statement

Ms. Burns presented the financial statement and offered to answer any questions. No action was required from the Board on this item.

FOURTEENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

**FIFTEENTH ORDER OF BUSINESS Supervisors Requests and Audience
Comments**

There being no comments, the next item followed.

SIXTEENTH ORDER OF BUSINESS Adjournment

Ms. Burns asked for a motion to adjourn the meeting.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2026-01

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSINGS COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE CROSSINGS COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Crossings Community Development District (“**District**”) was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the above-referenced assessments are non-ad valorem in nature and, therefore, may be levied and collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments (“**Uniform Method**”); and

WHEREAS, the District was established by the Board of County Commissioners for Osceola County, Florida, by Ordinance 2022-04, adopted on January 10, 2022 (“**Establishing Ordinance**”); and

WHEREAS, the boundaries of the District were subsequently amended by Ordinance No. 2025-41, adopted on June 16, 2025 (“**Boundary Amendment Ordinance**”), adding approximately 9.92 acres of land to the District identified as “Phase 3” (“**Expansion Parcel**”), together with additional property not addressed in this Resolution; and

WHEREAS, the Board has previously adopted Resolution No. 2025-08, declaring the intent to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, over the Expansion Parcel as described therein; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing on the District’s intent to use the Uniform Method to be advertised weekly in a newspaper of general circulation within Osceola County for four (4) consecutive weeks prior to such hearing; and

WHEREAS, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, where public and landowners were allowed to give testimony regarding the use of the Uniform Method; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, for special assessments, including benefit and maintenance assessments, over all lands in the District, including specifically the Expansion Parcel as further described in **Exhibit A**.

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

SECTION 1. The Crossings Community Development District, upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its need and intent to use the Uniform Method of collecting assessments imposed by the District over the lands described in **Exhibit A**, as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the Uniform Method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the Uniform Method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Osceola County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 2nd day of October 2025.

ATTEST:

**CROSSINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Legal Description of Expansion Parcel

Exhibit A
Legal Description of Expansion Parcel

Crossings Parcel 3

THE NORTH 326.9 FEET OF LOTS 37 AND 38, SECTION 22, TOWNSHIP 25 SOUTH, RANGE 31 EAST, NEW MAP OF NARCOOSSEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 73 AND 74, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 23.5 FEET OF LOT 45 AND VACATED RIGHT-OF-WAY ABUTTING LOT 45; AND THAT NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 23.5 FEET OF LOT 36 AND THAT VACATED RIGHT-OF-WAY ABUTTING LOT 36; AND THAT RIGHT-OF-WAY EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 40.0 FEET OF LOT 45 AND ABUTTING VACATED RIGHT-OF-WAY, ALL OF NEW MAP OF NARCOOSSEE, SECTION 22, TOWNSHIP 25 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA.

AREA = 9.92 acres +/-

SECTION V

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSINGS COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDMENT TO THE AMENITY POLICIES OF THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (“Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules, rates, charges and fees; and

WHEREAS, the Board accordingly finds that it is in the best interest of the District to adopt by resolution an amendment to the policies set forth in **Exhibit A** (“Amendment”), which relate to use of the District’s amenity facilities and other District-owned property, for immediate use and application.

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

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The Amendment attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The amended policies shall remain in full force and effect until such time as the Board may amend or replace them.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 2nd day of October 2025.

ATTEST:

**CROSSINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Amendment to Policies

EXHIBIT A
Amendment to Policies

AMENITIES ACCESS AND USAGE

- (7) **Access Cards.** Access Cards will be issued to each Household upon registering for amenity access with the District after ~~at the time they are~~ closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household.

TENNIS AND PICKLEBALL COURT POLICIES

- (1) **Play at your Own Risk.** Play at Your Own Risk. The tennis and pickleball courts are not supervised during operating hours.
- (2) **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, tennis and pickleball court use should be limited to 1 hour.
- (3) **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
- (4) **Use.** Tennis and pickleball courts are for tennis or pickleball only.
- (5) **Pets.** Pets, with the exception of service animals, as defined in herein, are not permitted on the tennis or pickleball courts at any time.
- (6) **Food and Drinks.** Food and gum are not permitted on the tennis or pickleball courts. Drinks must be in a non-breakable spill-proof container.
- (7) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis or pickleball courts.
- (8) **Operating Hours.** The tennis and pickleball courts are open from dawn to dusk only, or as otherwise posted by the District Manager. No one is permitted on the tennis or pickleball courts at any other time unless a specific event is pre-approved and scheduled.
- (9) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards, electric bikes, electric scooters or similar uses are permitted on the tennis or pickleball courts.

- (10) **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
- (11) **Tennis and Pickleball Instruction.** Except as expressly authorized by the District, tennis and/or pickleball instruction for fees, or solicitation of tennis and/or pickleball instruction for fees, is prohibited.
- (12) **Noise.** The volume of live or recorded music must not violate applicable Osceola County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes

MULTI-PURPOSE FIELD POLICIES

- (1) **Play at your Own Risk.** Play at Your Own Risk. The field is not supervised during operating hours.
- (2) **First Come Basis.** The field is available for use by Patrons and Guests only on a first come first serve basis.
- (3) **Vehicles.** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted on the field.
- (4) **Chalking.** Chalking or marking the field must be approved in advance and proper marking materials must be used.
- (5) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the field.
- (6) **Pets.** Pets, with the exception of service animals, as defined in herein, are not permitted on the field at any time.
- (7) **Equipment.** Patrons are responsible for bringing their own equipment.
- (8) **Golfing.** Golfing is not permitted on the field.
- (9) **Sports Instruction.** Except as expressly authorized by the District, camps, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.
- (10) **Noise.** The volume of live or recorded music must not violate applicable Osceola County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

SECTION VI



MEMORANDUM

To: Board of Supervisors; District Staff

From: Kilinski | Van Wyk PLLC

Date: September 1, 2025

Re: Updated Provisions of the District's Rules of Procedure

Please find attached to this memorandum an updated version of the previously adopted Rules of Procedure ("Rules"). Revisions were made to maintain consistency between the Rules and current Florida law, including statutory changes adopted in the 2025 Legislative Session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting or proofreading changes are not summarized. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact your KVW attorney.

Business Hours

Language was added to Rules 1.0(3) and 3.11(1)(d) to clarify that the normal business hours of the District are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Public Meetings, Hearings, and Workshops

Language was added to Rule 1.3(1)(d) to provide an earlier deadline for individuals to request accommodations for meeting participation. An individual requiring special accommodations to participate in the meeting, hearing, or workshop must contact the office of the District Manager at least three (3) business days prior to the scheduled meeting, hearing, or workshop.

Language was added to Rule 1.3(3) to provide examples of what may constitute "good cause" to amend a meeting agenda.

Language was added to Rule 1.3(6) to require that the notice for an emergency meeting include the specific reasons for the emergency meeting.

Notice of Rule Development

Rule 2.0(2) was revised to reflect the recent legislative change requiring the Notice of Rule Development to be published at least seven (7) days prior to the notice of rulemaking and thirty-five (35) days prior to the public hearing on the proposed rule. Rule 2.0(2) was also revised to require the Notice of Rule Development to include the following: (1) the grant of rulemaking authority for the proposed rule and the law being implemented; and (2) the proposed rule number.



Notices of Rulemaking

Rule 2.0(3) was also revised to reflect the recent legislative changes requiring the Notice of Rulemaking to include the following: (1) the proposed rule number; (2) the name, email address, and telephone number of the staff member who may be contacted regarding the intended action; and (3) the website where the statement of estimated regulatory costs may be viewed in its entirety, if applicable.

Rule 2.0(3) was further revised to require any material proposed to be incorporated by reference be available for inspection and copying by the public at the time of publication of the Notice of Rulemaking and to permit the Notice of Rulemaking to be delivered electronically to all persons named in the proposed rule or who have requested advance notice of rulemaking.

Petitions to Initiate Rulemaking

Rule 2.0(5) was revised to require the District's Board of Supervisors to initiate rulemaking proceedings within thirty (30) calendar days of receiving a petition to initiate rulemaking proceedings, in accordance with Florida Statutes.

Emergency Rule Adoption

Rule 2.0(8) was amended to permit the District's Board of Supervisors to adopt an emergency rule if it is necessitated by immediate danger to the public health, safety, or welfare, or if the Legislature authorizes the Board of Supervisors to adopt emergency rules. Notice of the emergency rules must include the Board of Supervisors' findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

Rule Variances

Rule 2.0(12)(a) was amended to include safety-related concerns as an example of a "substantial hardship" which could justify a rule variance.

Competitive Purchases

Rule 3.0(3) was revised to incorporate the recent legislative change that prohibits the District from penalizing a bidder for performing a larger volume of construction work for the District or rewarding a bidder for performing a smaller volume of construction work for the District on a public works project as defined in Section 255.0992, *Florida Statutes*. A public works project is defined as "an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision." A public works project does not include the provision of goods, services, or work incidental to the public works project, such as security services, janitorial services, landscape services, maintenance services, or any other services that do not require a construction contracting license or involve supplying or carrying construction materials for a public works project.



Auditor Selection Committee Notices

Rule 3.2(6) was revised to require seven (7) days' notice of Auditor Selection Committee meetings, in accordance with Florida Law regarding meeting notices.

Purchase of Insurance

Rule 3.3(2)(g) was amended to remove "geographic location" from the list of evaluation criteria for the purchase of insurance.

Construction Contract Bids

Rule 3.5(2)(e) was amended to clarify that mistakes in arithmetic extension of pricing may be corrected by the Board provided such corrections do not result in a material change to the bid amount or create an unfair advantage.

Emergency Construction Service Purchases

Rule 3.5(5) was amended to clarify the circumstances under which the District may undertake an emergency purchase of construction services.

Bid Protests

Rules 3.11(4) and (5) were amended to provide additional details regarding the required procedures for bid protests.

Facsimile Notices, Generally

Changes were made throughout the Rules to remove facsimile as a method of notice and to add electronic mail as an acceptable method of notice where permitted by law.

SECTION A

RESOLUTION 2026-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CROSSINGS COMMUNITY DEVELOPMENT DISTRICT TO
DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING
AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING
FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED
RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

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

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

WHEREAS, the Board previously adopted *Rules of Procedure*, effective March 10, 2022, to govern the operation and administration of the District and now wishes to set a public hearing to consider amendments thereto.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on **Thursday, December 4, 2025, at 9:15 AM, at the West Osceola Branch Library, 305 Campus Street, Celebration, FL 34747.**

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED this 2nd day of October 2025.

ATTEST:

**CROSSINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

**RULES OF PROCEDURE
CROSSINGS COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____

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Rule 1.0 General.

- (1) The Crossings Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board

member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

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

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior twenty-four (24) months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules

is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature ~~and~~ volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to ~~the~~^{his or her} affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least ~~forty-eight (48) hours~~three (3) business days before the meeting/hearing/workshop by contacting the District Manager at _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report

2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *Florida Statutes*; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published ~~at least twenty-nine (29)~~ at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the ~~specific legal authority for the proposed rule grant of rulemaking authority for the proposed rule and law being implemented,~~ include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, ~~setting forth~~ including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, ~~and~~ a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of ~~the~~ estimated regulatory costs and the website address where

~~the complete statement of estimated regulatory costs may be viewed, if such a statement has been prepared pursuant to its entirety, if one has been prepared, based on the factors set forth in~~ Section 120.541(2), ~~of the Florida Statutes,~~ and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed, ~~or delivered electronically~~ to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to ~~such mailing publication of the notice~~, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than ~~sixty (60)~~ thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-

case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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

- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant~~or other~~ type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;

- (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, Florida Statutes, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.

(q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, ~~email~~ electronic mail, ~~facsimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days~~for a reasonable time~~ in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, ~~faesimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to service the geographic location of the company's headquarters and offices in relation to the District's needs, and the ability of the company to guarantee premium

stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, ~~facsimile~~, or overnight delivery service. The notice

shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension,

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- xiii. Any other circumstance constituting "good cause" under Section 337.16(2), *Florida Statutes*, exists.

- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
 - ii. Unsafe conditions allowed to exist;
 - iii. Complaints from the public;
 - iv. Delay or interference with the bidding process;
 - v. The potential for repetition;
 - vi. Integrity of the public contracting process;
 - vii. Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of

contract crime may, at any time after revocation or denial, file a petition for reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

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

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, ~~faesimile~~, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or faesimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of competent jurisdiction of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years ~~shall be deemed~~ may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, ~~faesimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules: only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

- d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District,

which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, ~~faesimile,~~ electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, ~~facsimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, ~~faesimile~~, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, facsimile, hand delivery, or email with delivery confirmation ~~United States Mail, or hand delivery~~ to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on ~~on~~-appropriate terms ~~that~~which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

SECTION VII

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSINGS COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AUTHORIZATION TO PAY INVOICES FOR WORK PREVIOUSLY APPROVED; AUTHORIZING THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS AND THE DISTRICT MANAGER TO ENTER INTO TIME SENSITIVE AND EMERGENCY CONTRACTS AND DISBURSE FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR THE REPEAL OF PRIOR SPENDING AUTHORIZATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) typically meets on an as needed basis, and in no event more than monthly, to conduct the business of the District, including approval of proposals, authorizing the entering into of agreements or contracts, and authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board contracted with the District Manager to timely pay the District’s vendors and perform other management functions; and

WHEREAS, the Board desires to confirm that the District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board and such payments do not need to be approved by the Board prior to payment; and

WHEREAS, the Board recognizes that certain time sensitive or emergency issues may arise from time to time that require approval outside of regular monthly meetings; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring, and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board has determined that it is in the best interests of the District, and is necessary for the efficient administration of District operations; the health, safety, and welfare of the residents within the District; and the preservation of District assets and facilities, to authorize limited spending authority to the Chair (or Vice Chair, if the Chair is unavailable) of the Board

and the District Manager between regular monthly meetings, for work and services that are time sensitive and/or emergency in nature.

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

1. **Authorization to Pay Invoices for Work Previously Approved.** The District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.
2. **Limited Spending Authorization.** The Board hereby authorizes the individuals stated below to exercise their judgment to enter into time sensitive and emergency contracts and disburse funds up to the amounts stated below, without prior Board approval for expenses (1) that are required to provide for the health, safety, and welfare of the residents within the District; (2) for the maintenance, repair, or replacement of a District asset; or (3) to remedy an unforeseen disruption in services relating to the District's facilities or assets, if such disruption would result in significantly higher expenses unless the contract is entered into immediately.
 - a. The District Manager may individually authorize such expense up to \$2,500.00 per proposal and/or event.
 - b. The Chair (or Vice Chair, if the Chair is unavailable) may individually authorize such expenses up to \$10,000.00 per proposal and/or event.
 - c. The District Manager and Chair (or Vice Chair, if the Chair is unavailable) may jointly authorize such expenses up to \$25,000.00 per proposal and/or event.
3. **Ratification of Spending Authorization at Future Meeting.** Any payment made or contract entered into pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.
4. **Repeal of Prior Spending Authorizations.** All prior spending authorizations approved by resolution or motion of the Board are hereby repealed.
5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 2ND DAY OF OCTOBER 2025.

ATTEST:

**CROSSINGS
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

SECTION VIII

**Arbitrage Rebate Computation
Proposal For
Crossings
Community Development District
(Osceola County, Florida)
\$14,000,000 Special Assessment Bonds,
Series 2024**





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

September 25, 2025

Crossings Community Development District
c/o Ms. Katie Costa
Director of Accounting Services
Government Management Services – CF, LLC
6200 Lee Vista Boulevard
Suite 300
Orlando, FL 32822

Re: \$14,000,000 Crossings Community Development District (Osceola County, Florida),
Special Assessment Bonds, Series 2024

Dear Ms. Costa:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Crossings Community Development District (the “District”) Series 2024 bond issue (the “Bonds”). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 7,000 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, Windward and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to Broward County and the Town of Palm Beach in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, Montana, Mississippi, West Virginia, Vermont and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District’s Bonds. We have established a “bond year end” of August 9th, based upon the anniversary of the closing date of the Bonds in August 2024.

Proposal

We are proposing rebate computation services based on the following:

- \$14,000,000 Series 2024 Bonds
- Fixed Rate Debt
- Acquisition & Construction, Debt Service Reserve, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2024 Bonds is \$450 per year and will encompass all activity from August 9, 2024, the date of the closing, through August 9, 2029, the end of the 5th Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee – \$14,000,000 Series 2024 Bonds

Report Date	Type of Report	Period Covered	Fee
August 31, 2025	Rebate and Opinion	Closing – August 31, 2025	\$ 450
August 31, 2026	Rebate and Opinion	Closing – August 31, 2026	\$ 450
August 31, 2027	Rebate and Opinion	Closing – August 31, 2027	\$ 450
August 31, 2028	Rebate and Opinion	Closing – August 31, 2028	\$ 450
August 9, 2029	Rebate and Opinion	Closing – August 9, 2029	\$ 450

In order to begin, we are requesting copies of the following documentation:

1. Arbitrage Certificate or Tax Regulatory Agreement
2. IRS Form 8038-G
3. Closing Memorandum
4. US Bank statements for all accounts from August 9, 2024, the date of the closing, through each report date

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;

- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on _____, 2025.

Crossings
Community Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____

By: Michael J. Scarfo
Senior Vice President

SECTION IX

SECTION A

REBATE REPORT

\$5,800,000

Crossings Community Development District

(Osceola County, Florida)

Special Assessment Bonds, Series 2022

Dated: June 23, 2022

Delivered: June 23, 2022

Rebate Report to the Computation Date

June 23, 2025

Reflecting Activity To

June 23, 2025



AMTEC

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Avon, CT 06001
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(F) 860-321-7581

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August 4, 2025

Crossings Community Development District
c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$5,800,000 Crossings Community Development District (Osceola County, Florida), Special
Assessment Bonds, Series 2022

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Crossings Community Development District (the “District”).

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of June 30, 2026. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the June 23, 2025 Computation Date
Reflecting Activity from June 23, 2022 through June 23, 2025

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Account	1.017345%	5,508.64	(24,973.11)
Debt Service Reserve Fund	4.002282%	22,513.06	(6,283.56)
Capitalized Interest Fund	1.651193%	600.58	(1,405.71)
Costs of Issuance Account	1.675172%	11.52	(26.30)
Totals	2.483667%	\$28,633.80	\$(32,688.68)
Bond Yield	5.050585%		
Rebate Computation Credits			(6,461.48)
Net Rebatable Arbitrage			\$(39,150.16)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatale Arbitrage, investment activity is reflected from June 23, 2022, the date of the closing, to June 23, 2025, the Computation Date. All nonpurpose payments and receipts are future valued to the Computation Date of June 23, 2025.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between June 23, 2022 and June 23, 2025, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

June 23, 2025.

7. Computation Period

The period beginning on June 23, 2022, the date of the closing, and ending on June 23, 2025, the Computation Date.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Funds / Accounts	Account Number
Revenue Account	269934000
Capitalized Interest Fund	269934001
Sinking Fund Account	269934002
Prepayment Account	269934003
General Redemption Account	269934004
Optional Redemption Account	269934005
Debt Service Reserve Fund	269934006
Acquisition & Construction Fund	269934007
Costs of Issuance Account	269934008

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of June 23, 2025, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to June 23, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on June 23, 2025, is the Rebatable Arbitrage.

\$5,800,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2022
Delivered: June 23, 2022

Sources of Funds

Par Amount	\$5,800,000.00
Total	\$5,800,000.00

Uses of Funds

Acquisition & Construction Fund	\$5,204,822.70
Debt Service Reserve Fund	188,840.63
Capitalized Interest Fund	102,586.67
Costs of Issuance Account	187,750.00
Underwriter's Discount	116,000.00
Total	\$5,800,000.00

PROOF OF ARBITRAGE YIELD

\$5,800,000
 Crossings Community Development District
 (Osceola County, Florida)
 Special Assessment Bonds, Series 2022

Date	Debt Service	Present Value to 06/23/2022 @ 5.0505853592%
11/01/2022	102,586.67	100,783.37
05/01/2023	234,262.50	224,475.89
11/01/2023	142,350.00	133,043.41
05/01/2024	237,350.00	216,368.55
11/01/2024	140,331.25	124,775.20
05/01/2025	235,331.25	204,090.34
11/01/2025	138,312.50	116,996.61
05/01/2026	238,312.50	196,619.98
11/01/2026	136,187.50	109,594.07
05/01/2027	241,187.50	189,310.01
11/01/2027	133,956.25	102,553.56
05/01/2028	243,956.25	182,166.58
11/01/2028	131,343.75	95,661.05
05/01/2029	246,343.75	174,999.28
11/01/2029	128,612.50	89,114.19
05/01/2030	248,612.50	168,017.93
11/01/2030	125,762.50	82,899.67
05/01/2031	250,762.50	161,225.31
11/01/2031	122,793.75	77,004.46
05/01/2032	257,793.75	157,681.59
11/01/2032	119,587.50	71,344.97
05/01/2033	259,587.50	151,053.34
11/01/2033	116,087.50	65,887.19
05/01/2034	261,087.50	144,534.20
11/01/2034	112,462.50	60,724.12
05/01/2035	267,462.50	140,859.26
11/01/2035	108,587.50	55,779.08
05/01/2036	268,587.50	134,569.38
11/01/2036	104,587.50	51,110.39
05/01/2037	274,587.50	130,881.78
11/01/2037	100,337.50	46,647.75
05/01/2038	280,337.50	127,121.08
11/01/2038	95,837.50	42,387.80
05/01/2039	285,837.50	123,308.66
11/01/2039	91,087.50	38,326.76
05/01/2040	291,087.50	119,463.68
11/01/2040	86,087.50	34,460.49
05/01/2041	296,087.50	115,603.33
11/01/2041	80,837.50	30,784.50
05/01/2042	300,837.50	111,742.97
11/01/2042	75,337.50	27,294.08
05/01/2043	305,337.50	107,896.25
11/01/2043	69,443.75	23,934.72
05/01/2044	309,443.75	104,026.96
11/01/2044	63,293.75	20,753.63
05/01/2045	318,293.75	101,795.89
11/01/2045	56,759.38	17,705.52
05/01/2046	326,759.38	99,418.72
11/01/2046	49,840.63	14,790.83
05/01/2047	334,840.63	96,920.63
11/01/2047	42,537.50	12,009.34
05/01/2048	342,537.50	94,324.42
11/01/2048	34,850.00	9,360.26
05/01/2049	349,850.00	91,650.72
11/01/2049	26,778.13	6,842.32
05/01/2050	356,778.13	88,918.10

PROOF OF ARBITRAGE YIELD

\$5,800,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2022

Date	Debt Service	Present Value to 06/23/2022 @ 5.0505853592%
11/01/2050	18,321.88	4,453.80
05/01/2051	368,321.88	87,328.79
11/01/2051	9,353.13	2,163.00
05/01/2052	374,353.13	84,440.22
	11,370,180.47	5,800,000.00

Proceeds Summary

Delivery date	06/23/2022
Par Value	5,800,000.00
Target for yield calculation	5,800,000.00

BOND DEBT SERVICE

\$5,800,000
 Crossings Community Development District
 (Osceola County, Florida)
 Special Assessment Bonds, Series 2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/23/2022					
11/01/2022			102,586.67	102,586.67	
05/01/2023	90,000	4.250%	144,262.50	234,262.50	336,849.17
11/01/2023			142,350.00	142,350.00	
05/01/2024	95,000	4.250%	142,350.00	237,350.00	379,700.00
11/01/2024			140,331.25	140,331.25	
05/01/2025	95,000	4.250%	140,331.25	235,331.25	375,662.50
11/01/2025			138,312.50	138,312.50	
05/01/2026	100,000	4.250%	138,312.50	238,312.50	376,625.00
11/01/2026			136,187.50	136,187.50	
05/01/2027	105,000	4.250%	136,187.50	241,187.50	377,375.00
11/01/2027			133,956.25	133,956.25	
05/01/2028	110,000	4.750%	133,956.25	243,956.25	377,912.50
11/01/2028			131,343.75	131,343.75	
05/01/2029	115,000	4.750%	131,343.75	246,343.75	377,687.50
11/01/2029			128,612.50	128,612.50	
05/01/2030	120,000	4.750%	128,612.50	248,612.50	377,225.00
11/01/2030			125,762.50	125,762.50	
05/01/2031	125,000	4.750%	125,762.50	250,762.50	376,525.00
11/01/2031			122,793.75	122,793.75	
05/01/2032	135,000	4.750%	122,793.75	257,793.75	380,587.50
11/01/2032			119,587.50	119,587.50	
05/01/2033	140,000	5.000%	119,587.50	259,587.50	379,175.00
11/01/2033			116,087.50	116,087.50	
05/01/2034	145,000	5.000%	116,087.50	261,087.50	377,175.00
11/01/2034			112,462.50	112,462.50	
05/01/2035	155,000	5.000%	112,462.50	267,462.50	379,925.00
11/01/2035			108,587.50	108,587.50	
05/01/2036	160,000	5.000%	108,587.50	268,587.50	377,175.00
11/01/2036			104,587.50	104,587.50	
05/01/2037	170,000	5.000%	104,587.50	274,587.50	379,175.00
11/01/2037			100,337.50	100,337.50	
05/01/2038	180,000	5.000%	100,337.50	280,337.50	380,675.00
11/01/2038			95,837.50	95,837.50	
05/01/2039	190,000	5.000%	95,837.50	285,837.50	381,675.00
11/01/2039			91,087.50	91,087.50	
05/01/2040	200,000	5.000%	91,087.50	291,087.50	382,175.00
11/01/2040			86,087.50	86,087.50	
05/01/2041	210,000	5.000%	86,087.50	296,087.50	382,175.00
11/01/2041			80,837.50	80,837.50	
05/01/2042	220,000	5.000%	80,837.50	300,837.50	381,675.00
11/01/2042			75,337.50	75,337.50	
05/01/2043	230,000	5.125%	75,337.50	305,337.50	380,675.00
11/01/2043			69,443.75	69,443.75	
05/01/2044	240,000	5.125%	69,443.75	309,443.75	378,887.50
11/01/2044			63,293.75	63,293.75	
05/01/2045	255,000	5.125%	63,293.75	318,293.75	381,587.50
11/01/2045			56,759.38	56,759.38	
05/01/2046	270,000	5.125%	56,759.38	326,759.38	383,518.76
11/01/2046			49,840.63	49,840.63	
05/01/2047	285,000	5.125%	49,840.63	334,840.63	384,681.26
11/01/2047			42,537.50	42,537.50	
05/01/2048	300,000	5.125%	42,537.50	342,537.50	385,075.00
11/01/2048			34,850.00	34,850.00	
05/01/2049	315,000	5.125%	34,850.00	349,850.00	384,700.00
11/01/2049			26,778.13	26,778.13	
05/01/2050	330,000	5.125%	26,778.13	356,778.13	383,556.26

BOND DEBT SERVICE

\$5,800,000

Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2050			18,321.88	18,321.88	
05/01/2051	350,000	5.125%	18,321.88	368,321.88	386,643.76
11/01/2051			9,353.13	9,353.13	
05/01/2052	365,000	5.125%	9,353.13	374,353.13	383,706.26
	5,800,000		5,570,180.47	11,370,180.47	11,370,180.47

\$5,800,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2022
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.050585%)
06/23/22	Beg Bal	-5,204,822.70	-6,044,940.72
07/08/22		6,523.55	7,560.80
07/08/22		1,099,909.67	1,274,795.56
07/15/22		581,042.28	672,775.32
07/15/22		15,000.00	17,368.15
07/15/22		708.00	819.78
07/15/22		2,916.00	3,376.37
07/27/22		510.00	589.54
07/27/22		156,802.00	181,255.77
07/29/22		26,500.00	30,624.27
08/02/22		1,256.00	1,450.87
08/02/22		80.00	92.41
08/09/22		2,914,409.83	3,363,324.75
08/09/22		1,932.50	2,230.17
08/17/22		2,267.50	2,613.87
08/17/22		209,988.62	242,065.31
08/25/22		26,722.50	30,770.36
09/06/22		162,373.86	186,685.09
09/21/22		109.50	125.63
12/28/22		236.00	267.16
01/04/23		1,014.00	1,146.91
06/23/25		29.46	29.46
06/23/25		0.07	0.07

06/23/25	TOTALS:	5,508.64	-24,973.11

ISSUE DATE:	06/23/22	REBATABLE ARBITRAGE:	-24,973.11
COMP DATE:	06/23/25	NET INCOME:	5,508.64
BOND YIELD:	5.050585%	TAX INV YIELD:	1.017345%

\$5,800,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2022
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.050585%)
06/23/22	Beg Bal	-188,840.63	-219,321.67
07/05/22		34.27	39.74
08/02/22		152.88	176.60
09/02/22		247.32	284.51
10/04/22		284.79	326.16
11/02/22		386.28	440.68
12/02/22		481.97	547.57
12/22/22		0.23	0.26
01/04/23		551.21	623.46
02/02/23		586.58	660.90
03/02/23		562.62	631.27
04/04/23		641.86	717.00
05/02/23		657.27	731.37
06/02/23		716.25	793.69
07/05/23		702.95	775.40
08/02/23		736.51	809.39
09/05/23		766.20	838.17
10/03/23		743.21	809.88
11/02/23		1,137.50	1,234.56
11/02/23		770.77	836.54
12/04/23		744.11	804.03
01/03/24		768.53	827.09
02/02/24		765.27	820.28
03/04/24		711.15	758.90
04/02/24		760.24	808.14
05/02/24		734.76	777.82
06/04/24		760.11	801.09
07/02/24		735.98	772.66
08/02/24		760.03	794.60
09/04/24		758.26	789.24
10/02/24		708.39	734.48
11/04/24		642.09	662.79
12/03/24		641.25	659.27
12/20/24		0.84	0.86
01/03/25		641.53	656.82
02/04/25		615.62	627.59
03/04/25		552.39	560.80
04/02/25		552.39	558.62
05/02/25		586.31	590.47
06/03/25		600.52	602.19

\$5,800,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2022
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.050585%)
06/23/25	Bal	187,703.13	187,703.13
06/23/25	Acc	450.12	450.12

06/23/25	TOTALS:	22,513.06	-6,283.56

ISSUE DATE:	06/23/22	REBATABLE ARBITRAGE:	-6,283.56
COMP DATE:	06/23/25	NET INCOME:	22,513.06
BOND YIELD:	5.050585%	TAX INV YIELD:	4.002282%

\$5,800,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2022
Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.050585%)
06/23/22	Beg Bal	-102,586.67	-119,145.33
07/05/22		18.62	21.59
08/02/22		83.05	95.94
09/02/22		134.36	154.56
10/04/22		154.71	177.19
11/01/22		102,586.67	117,050.96
11/02/22		209.84	239.39

06/23/25	TOTALS:	600.58	-1,405.71

ISSUE DATE:	06/23/22	REBATABLE ARBITRAGE:	-1,405.71
COMP DATE:	06/23/25	NET INCOME:	600.58
BOND YIELD:	5.050585%	TAX INV YIELD:	1.651193%

\$5,800,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2022
Costs of Issuance Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.050585%)
06/23/22	Beg Bal	-187,750.00	-218,055.00
06/23/22		53,000.00	61,554.81
06/23/22		45,000.00	52,263.52
06/23/22		30,000.00	34,842.34
06/23/22		6,000.00	6,968.47
06/23/22		1,500.00	1,742.12
06/23/22		45,000.00	52,263.52
06/24/22		5,900.00	6,851.38
12/22/22		1,361.52	1,542.55

06/23/25	TOTALS:	11.52	-26.30

ISSUE DATE:	06/23/22	REBATABLE ARBITRAGE:	-26.30
COMP DATE:	06/23/25	NET INCOME:	11.52
BOND YIELD:	5.050585%	TAX INV YIELD:	1.675172%

\$5,800,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2022
Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.050585%)
06/23/23		-1,960.00	-2,165.61
06/23/24		-2,070.00	-2,175.87
06/23/25		-2,120.00	-2,120.00

06/23/25	TOTALS:	-6,150.00	-6,461.48

ISSUE DATE: 06/23/22 REBATABLE ARBITRAGE: -6,461.48
COMP DATE: 06/23/25
BOND YIELD: 5.050585%

SECTION B

REBATE REPORT

\$14,000,000

Crossings Community Development District

(Osceola County, Florida)

Special Assessment Bonds, Series 2024

Dated: August 9, 2024

Delivered: August 9, 2024

Rebate Report to the Computation Date

August 9, 2027

Reflecting Activity To

July 31, 2025



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

August 25, 2025

Crossings Community Development District
c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$14,000,000 Crossings Community Development District (Osceola County, Florida), Special
Assessment Bonds, Series 2024

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Crossings Community Development District (the “District”).

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of July 31, 2026. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the August 9, 2027 Computation Date
Reflecting Activity from August 9, 2024 through July 31, 2025

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Account	4.641197%	78,813.31	(16,551.65)
Debt Service Reserve Fund	4.061032%	37,547.35	(14,777.20)
Capitalized Interest Fund	4.631605%	1,802.99	(385.57)
Costs of Issuance Account	4.428934%	8.65	(2.38)
Totals	4.441531%	\$118,172.30	\$(31,716.80)
Bond Yield	5.490267%		

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatale Arbitrage, investment activity is reflected from August 9, 2024, the date of the closing, to July 31, 2025, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of August 9, 2027.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between August 9, 2024 and July 31, 2025, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

August 9, 2027.

7. Computation Period

The period beginning on August 9, 2024, the date of the closing, and ending on July 31, 2025.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Funds / Accounts	
Revenue Account	253292000
Capitalized Interest Fund	253292001
Sinking Fund Account	253292002
Prepayment Account	253292003
Debt Service Reserve Fund	253292004
Acquisition & Construction Fund	253292005
Costs of Issuance Account	253292006

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of July 31, 2025, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to August 9, 2027. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on August 9, 2027, is the Rebatable Arbitrage.

\$14,000,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2024
Delivered: August 9, 2024

Sources of Funds

Par Amount	\$14,000,000.00
Total	\$14,000,000.00

Uses of Funds

Acquisition & Construction Fund	\$12,387,128.79
Debt Service Reserve Fund	954,186.25
Capitalized Interest Fund	172,539.96
Costs of Issuance Account	206,145.00
Underwriter's Discount	280,000.00
Total	\$14,000,000.00

PROOF OF ARBITRAGE YIELD

\$14,000,000
 Crossings Community Development District
 (Osceola County, Florida)
 Special Assessment Bonds, Series 2024

Date	Debt Service	Present Value to 08/09/2024 @ 5.4902671428%
11/01/2024	172,539.96	170,424.40
05/01/2025	578,746.25	556,376.81
11/01/2025	373,996.25	349,934.55
05/01/2026	583,996.25	531,824.53
11/01/2026	369,008.75	327,064.73
05/01/2027	589,008.75	508,109.76
11/01/2027	363,783.75	305,434.31
05/01/2028	593,783.75	485,223.22
11/01/2028	358,321.25	284,986.68
05/01/2029	598,321.25	463,153.73
11/01/2029	352,621.25	265,667.21
05/01/2030	607,621.25	445,554.85
11/01/2030	346,565.00	247,338.46
05/01/2031	611,565.00	424,803.73
11/01/2031	340,271.25	230,043.36
05/01/2032	620,271.25	408,135.93
11/01/2032	332,781.25	213,118.31
05/01/2033	627,781.25	391,299.23
11/01/2033	324,890.00	197,095.06
05/01/2034	634,890.00	374,866.49
11/01/2034	316,597.50	181,938.39
05/01/2035	641,597.50	358,854.40
11/01/2035	307,903.75	167,613.63
05/01/2036	652,903.75	345,925.24
11/01/2036	298,675.00	154,017.72
05/01/2037	663,675.00	333,093.40
11/01/2037	288,911.25	141,128.19
05/01/2038	673,911.25	320,398.70
11/01/2038	278,612.50	128,922.10
05/01/2039	683,612.50	307,875.77
11/01/2039	267,778.75	117,376.29
05/01/2040	697,778.75	297,687.60
11/01/2040	256,276.25	106,411.88
05/01/2041	706,276.25	285,427.02
11/01/2041	244,238.75	96,066.90
05/01/2042	719,238.75	275,341.09
11/01/2042	231,532.50	86,267.79
05/01/2043	731,532.50	265,282.78
11/01/2043	218,157.50	76,998.86
05/01/2044	748,157.50	257,007.59
11/01/2044	203,980.00	68,199.19
05/01/2045	763,980.00	248,606.44
11/01/2045	188,300.00	59,637.50
05/01/2046	778,300.00	239,913.62
11/01/2046	171,780.00	51,537.01
05/01/2047	796,780.00	232,661.10
11/01/2047	154,280.00	43,846.38
05/01/2048	814,280.00	225,235.37
11/01/2048	135,800.00	36,559.59
05/01/2049	835,800.00	218,999.27
11/01/2049	116,200.00	29,633.65
05/01/2050	856,200.00	212,516.67
11/01/2050	95,480.00	23,065.82
05/01/2051	880,480.00	207,021.17
11/01/2051	73,500.00	16,819.82
05/01/2052	898,500.00	200,120.15

PROOF OF ARBITRAGE YIELD

\$14,000,000

Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2024

Date	Debt Service	Present Value
		to 08/09/2024 @ 5.4902671428%
11/01/2052	50,400.00	10,925.52
05/01/2053	925,400.00	195,244.90
11/01/2053	25,900.00	5,318.49
05/01/2054	950,900.00	190,047.66
28,724,371.21		14,000,000.00

Proceeds Summary

Delivery date	08/09/2024
Par Value	14,000,000.00
Target for yield calculation	14,000,000.00

BOND DEBT SERVICE

\$14,000,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/09/2024					
11/01/2024			172,539.96	172,539.96	
05/01/2025	200,000	4.750%	378,746.25	578,746.25	751,286.21
11/01/2025			373,996.25	373,996.25	
05/01/2026	210,000	4.750%	373,996.25	583,996.25	957,992.50
11/01/2026			369,008.75	369,008.75	
05/01/2027	220,000	4.750%	369,008.75	589,008.75	958,017.50
11/01/2027			363,783.75	363,783.75	
05/01/2028	230,000	4.750%	363,783.75	593,783.75	957,567.50
11/01/2028			358,321.25	358,321.25	
05/01/2029	240,000	4.750%	358,321.25	598,321.25	956,642.50
11/01/2029			352,621.25	352,621.25	
05/01/2030	255,000	4.750%	352,621.25	607,621.25	960,242.50
11/01/2030			346,565.00	346,565.00	
05/01/2031	265,000	4.750%	346,565.00	611,565.00	958,130.00
11/01/2031			340,271.25	340,271.25	
05/01/2032	280,000	5.350%	340,271.25	620,271.25	960,542.50
11/01/2032			332,781.25	332,781.25	
05/01/2033	295,000	5.350%	332,781.25	627,781.25	960,562.50
11/01/2033			324,890.00	324,890.00	
05/01/2034	310,000	5.350%	324,890.00	634,890.00	959,780.00
11/01/2034			316,597.50	316,597.50	
05/01/2035	325,000	5.350%	316,597.50	641,597.50	958,195.00
11/01/2035			307,903.75	307,903.75	
05/01/2036	345,000	5.350%	307,903.75	652,903.75	960,807.50
11/01/2036			298,675.00	298,675.00	
05/01/2037	365,000	5.350%	298,675.00	663,675.00	962,350.00
11/01/2037			288,911.25	288,911.25	
05/01/2038	385,000	5.350%	288,911.25	673,911.25	962,822.50
11/01/2038			278,612.50	278,612.50	
05/01/2039	405,000	5.350%	278,612.50	683,612.50	962,225.00
11/01/2039			267,778.75	267,778.75	
05/01/2040	430,000	5.350%	267,778.75	697,778.75	965,557.50
11/01/2040			256,276.25	256,276.25	
05/01/2041	450,000	5.350%	256,276.25	706,276.25	962,552.50
11/01/2041			244,238.75	244,238.75	
05/01/2042	475,000	5.350%	244,238.75	719,238.75	963,477.50
11/01/2042			231,532.50	231,532.50	
05/01/2043	500,000	5.350%	231,532.50	731,532.50	963,065.00
11/01/2043			218,157.50	218,157.50	
05/01/2044	530,000	5.350%	218,157.50	748,157.50	966,315.00
11/01/2044			203,980.00	203,980.00	
05/01/2045	560,000	5.600%	203,980.00	763,980.00	967,960.00
11/01/2045			188,300.00	188,300.00	
05/01/2046	590,000	5.600%	188,300.00	778,300.00	966,600.00
11/01/2046			171,780.00	171,780.00	
05/01/2047	625,000	5.600%	171,780.00	796,780.00	968,560.00
11/01/2047			154,280.00	154,280.00	
05/01/2048	660,000	5.600%	154,280.00	814,280.00	968,560.00
11/01/2048			135,800.00	135,800.00	
05/01/2049	700,000	5.600%	135,800.00	835,800.00	971,600.00
11/01/2049			116,200.00	116,200.00	
05/01/2050	740,000	5.600%	116,200.00	856,200.00	972,400.00
11/01/2050			95,480.00	95,480.00	
05/01/2051	785,000	5.600%	95,480.00	880,480.00	975,960.00
11/01/2051			73,500.00	73,500.00	
05/01/2052	825,000	5.600%	73,500.00	898,500.00	972,000.00

BOND DEBT SERVICE

\$14,000,000

Crossings Community Development District

(Osceola County, Florida)

Special Assessment Bonds, Series 2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2052			50,400.00	50,400.00	
05/01/2053	875,000	5.600%	50,400.00	925,400.00	975,800.00
11/01/2053			25,900.00	25,900.00	
05/01/2054	925,000	5.600%	25,900.00	950,900.00	976,800.00
	14,000,000		14,724,371.21	28,724,371.21	28,724,371.21

\$14,000,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2024
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.490267%)
08/09/24	Beg Bal	-12,387,128.79	-14,572,639.43
08/21/24		2,733.00	3,209.39
08/21/24		32,811.00	38,530.35
08/21/24		123,295.41	144,787.27
08/26/24		6,256.00	7,340.97
08/26/24		904,121.74	1,060,922.58
09/03/24		7,506,949.43	8,799,599.14
09/04/24		-2,859.95	-3,351.91
09/04/24		25,750.00	30,179.45
09/18/24		910,711.74	1,065,124.14
09/25/24		418.00	488.36
10/02/24		-3,600.97	-4,202.66
10/03/24		6,716.00	7,837.00
10/03/24		6,440.00	7,514.93
10/03/24		128,470.40	149,914.02
10/11/24		3,957.50	4,612.51
10/23/24		8,585.00	9,987.87
10/23/24		7,200.00	8,376.54
10/23/24		-7,200.00	-8,376.54
10/28/24		495,369.58	575,884.00
11/04/24		988.50	1,148.13
11/04/24		1,280.00	1,486.70
11/04/24		-3,508.91	-4,075.55
11/13/24		1,800.00	2,087.84
11/20/24		4,255.00	4,930.24
11/20/24		437.50	506.93
11/20/24		1,200.00	1,390.43
11/21/24		114.00	132.07
11/21/24		88,659.00	102,713.06
12/03/24		-3,259.79	-3,769.71
12/04/24		7,200.00	8,325.03
12/05/24		332,430.70	384,316.66
12/16/24		36,055.00	41,613.56
12/16/24		17,940.00	20,705.79
12/16/24		1,808.50	2,087.31
12/20/24		-4.29	-4.95
12/23/24		8,543.00	9,849.69
12/23/24		5,640.00	6,502.66
12/23/24		23,546.00	27,147.45
12/23/24		3,575.00	4,121.81
01/03/25		-3,261.20	-3,754.36
01/08/25		4,560.00	5,245.62
01/08/25		944,334.39	1,086,319.72
01/08/25		101,059.00	116,253.72
01/08/25		368,958.65	424,433.40
01/13/25		83,711.19	96,225.17
01/14/25		4,879.50	5,608.09
01/14/25		1,600.00	1,838.91

\$14,000,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2024
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.490267%)
01/21/25		393.50	451.78
01/27/25		2,856.00	3,276.04
01/29/25		45,880.00	52,611.79
02/04/25		-3,129.48	-3,585.96
02/12/25		2,438.00	2,790.26
02/14/25		750.00	858.11
02/14/25		24,500.00	28,031.46
02/14/25		5,758.99	6,589.10
02/14/25		1,851.57	2,118.46
02/14/25		190,047.77	217,441.47
02/25/25		-5,640.00	-6,442.29
02/25/25		-437.50	-499.73
02/25/25		-8,160.00	-9,320.75
03/04/25		-2,808.09	-3,203.20
03/10/25		261.98	298.57
03/10/25		5,659.31	6,449.77
03/10/25		960.00	1,094.09
03/10/25		2,322.50	2,646.89
03/19/25		5,362.50	6,103.23
03/28/25		647.00	735.38
04/02/25		-3,085.74	-3,505.12
04/07/25		1,975.70	2,242.53
04/11/25		888.00	1,007.32
04/11/25		500.00	567.19
04/22/25		1,132.50	1,282.55
04/22/25		1,382.50	1,565.67
05/02/25		-2,980.51	-3,370.34
05/06/25		825.00	932.34
05/06/25		375.00	423.79
06/03/25		-3,052.71	-3,435.92
06/09/25		742.00	834.39
06/17/25		800.00	898.53
06/17/25		3,600.00	4,043.39
06/17/25		29.00	32.57
06/25/25		-219,461.35	-246,194.34
06/26/25		-3,007.50	-3,373.34
06/26/25		32,873.51	36,872.34
06/26/25		187,096.32	209,855.29
07/02/25		-2,948.56	-3,304.25
07/11/25		-9,880.20	-11,057.08
07/14/25		6,158.05	6,888.45
07/14/25		2,050.00	2,293.15
07/14/25		1,672.15	1,870.48
07/21/25		-334,821.83	-374,140.68
07/28/25		-1,571.36	-1,754.04
07/29/25		3,037.50	3,390.12
07/29/25		1,350.00	1,506.72
07/31/25		2,375.00	2,650.31

\$14,000,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2024
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.490267%)
07/31/25	Bal	336,633.33	375,655.91
07/31/25	Acc	1,077.63	1,202.55

08/09/27	TOTALS:	78,813.31	-16,551.65

ISSUE DATE:	08/09/24	REBATABLE ARBITRAGE:	-16,551.65
COMP DATE:	08/09/27	NET INCOME:	78,813.31
BOND YIELD:	5.490267%	TAX INV YIELD:	4.641197%

\$14,000,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2024
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.490267%)
08/09/24	Beg Bal	-954,186.25	-1,122,537.14
09/04/24		2,859.95	3,351.91
10/02/24		3,600.97	4,202.66
11/04/24		3,508.91	4,075.55
12/03/24		3,259.79	3,769.71
12/20/24		4.29	4.95
01/03/25		3,261.50	3,754.71
02/04/25		3,129.48	3,585.96
03/04/25		2,808.09	3,203.20
04/02/25		3,085.74	3,505.12
05/02/25		2,980.51	3,370.34
06/03/25		3,052.71	3,435.92
07/02/25		2,948.56	3,304.25
07/31/25	Bal	954,186.25	1,064,795.63
07/31/25	Acc	3,046.85	3,400.04

08/09/27	TOTALS:	37,547.35	-14,777.20

ISSUE DATE:	08/09/24	REBATABLE ARBITRAGE:	-14,777.20
COMP DATE:	08/09/27	NET INCOME:	37,547.35
BOND YIELD:	5.490267%	TAX INV YIELD:	4.061032%

\$14,000,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2024
Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.490267%)
08/09/24	Beg Bal	-172,539.96	-202,981.87
09/04/24		517.15	606.11
10/02/24		651.12	759.92
11/01/24		172,539.96	200,493.06
11/04/24		634.50	736.96
12/03/24		0.22	0.25

08/09/27	TOTALS:	1,802.99	-385.57

ISSUE DATE:	08/09/24	REBATABLE ARBITRAGE:	-385.57
COMP DATE:	08/09/27	NET INCOME:	1,802.99
BOND YIELD:	5.490267%	TAX INV YIELD:	4.631605%

\$14,000,000
Crossings Community Development District
(Osceola County, Florida)
Special Assessment Bonds, Series 2024
Costs of Issuance Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.490267%)
08/09/24	Beg Bal	-206,145.00	-242,515.99
08/09/24		58,000.00	68,233.17
08/09/24		50,000.00	58,821.70
08/09/24		50,000.00	58,821.70
08/09/24		30,000.00	35,293.02
08/09/24		6,000.00	7,058.60
08/09/24		1,750.00	2,058.76
08/09/24		3,500.00	4,117.52
08/14/24		6,745.00	7,929.08
04/08/25		158.65	180.05

08/09/27	TOTALS:	8.65	-2.38

ISSUE DATE:	08/09/24	REBATABLE ARBITRAGE:	-2.38
COMP DATE:	08/09/27	NET INCOME:	8.65
BOND YIELD:	5.490267%	TAX INV YIELD:	4.428934%

SECTION X

SECTION B

SECTION 1



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

Sent Via Email: jburns@gmscfl.com

September 12, 2025

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

Subject: **Annual Goals and Objectives Review - 2025
Crossings Community Development District**

Dear Ms. Burns:

In accordance with the approved Goals and Objectives for the Crossings Community Development District (CDD), we have completed our annual review of the CDD-owned facilities as constructed to date. We find, based on said inspection and our knowledge of the community, that those portions of the infrastructure are being maintained in reasonably good repair. Note, portions of this project are still under construction and have not been transferred to the CDD.

We have reviewed the Operation and Maintenance budget for the Fiscal Year 2026 and believe that it is sufficient for the proper operation and maintenance of the facilities by Crossings CDD.

Should you have any questions or require additional information, please contact me at 321.354.9656.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rey Malave", with a long horizontal flourish extending to the right.

Rey Malave, P.E.
District Engineer
Crossings Community Development District

RM:ap

Q:\Crossings CDD_50143515\Adm\Reports\Goals and Objectives\2025\Crossings Annual Goals and Objectives 2025 - 09-12-2025

SECTION 2



Sent Via Email: jburns@gmscfl.com

September 26, 2025

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

Subject: **Work Authorization 2026-1
Crossings Community Development District
District Engineering Services
City of Winter Haven, Florida**

Dear Ms. Burns:

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

With this information in mind, we propose the following tasks and corresponding fees:

I. General Engineering Services

The District will engage the services of Dewberry Engineers Inc. (Engineer) as District Engineer to perform those services as necessary, pursuant to the District Engineering Agreement, including attendance at Board of Supervisors meetings, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. The referenced Schedule of Charges is valid for fiscal year 2026 only. We estimate a budget of \$15,000, plus other direct costs.

II. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We estimate a budget of \$100.

III. Additional Services

Any Additional Services requested that are not a part of this work authorization will be invoiced either on a time and materials basis, in accordance with the enclosed Schedule of Charges, or on a mutually agreed upon fee. Authorization under this task must be in writing.

Ms. Jillian Burns
Crossings CDD
Work Authorization #2026-1
September 26, 2025

This Work Authorization, together with the referenced Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced work authorization. If you wish to accept this Work Authorization, please sign where indicated and return one complete copy to Aimee Powell, Senior Office Administrator, in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Thank you for choosing Dewberry Engineers Inc. We look forward to working with you and your staff.

Sincerely,



Reinardo Malavé, P.E.
Associate Vice President

RM:ap

*Q:\Crossings CDD_50143515\Adm\Correspondence\AAS\Crossings CDD District Engineering Services FY2026_09-26-2025
Enclosures*

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Crossings Community Development District

Date: _____

STANDARD HOURLY BILLING RATE SCHEDULE**Professional/Technical/Construction/Surveying Services**

LABOR CLASSIFICATION	HOURLY RATES
Professional	
Engineer I, II, III	\$125.00, \$140.00, \$160.00
Engineer IV, V, VI	\$185.00, \$210.00, \$240.00
Engineer VII, VIII, IX	\$270.00, \$300.00, \$335.00
Environmental Specialist I, II, III	\$110.00, \$135.00, \$160.00
Senior Environmental Scientist IV, V, VI	\$175.00, \$195.00, \$220.00
Planner I, II, III	\$110.00, \$135.00, \$160.00
Senior Planner IV, V, VI	\$175.00, \$195.00, \$220.00
Landscape Designer I, II, III	\$110.00, \$135.00, \$160.00
Senior Landscape Architect IV, V, VI	\$175.00, \$195.00, \$220.00
Principal	\$375.00
Technical	
CADD Technician I, II, III, IV, V	\$90.00, \$110.00, \$130.00, \$145.00, \$190.00
Designer I, II, III	\$110.00, \$140.00, \$170.00
Designer IV, V, VI	\$190.00, \$210.00, \$245.00
Construction	
Construction Professional I, II, III	\$125.00, \$160.00, \$190.00
Construction Professional IV, V, VI, VII	\$225.00, \$255.00, \$305.00, \$340.00
Survey	
Surveyor I, II, III	\$70.00, \$85.00, \$110.00
Surveyor IV, V, VI	\$130.00, \$145.00, \$160.00
Surveyor VII, VIII, IX	\$180.00, \$210.00, \$255.00
Senior Surveyor IX	\$310.00
Fully Equipped 1, 2, 3 Person Field Crew	\$160.00, \$200.00, \$270.00
Administration	
Administrative Professional I, II, III, IV	\$72.00, \$105.00, \$125.00, \$155.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

SECTION C

Crossings CDD

Field Management Report



October 2nd , 2025

Ashley Hilyard

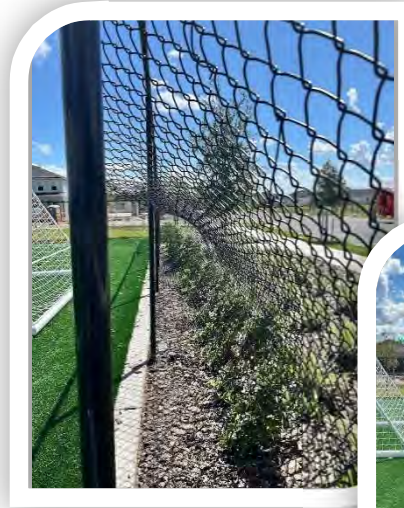
Field Manager

GMS

Completed

General Maintenance

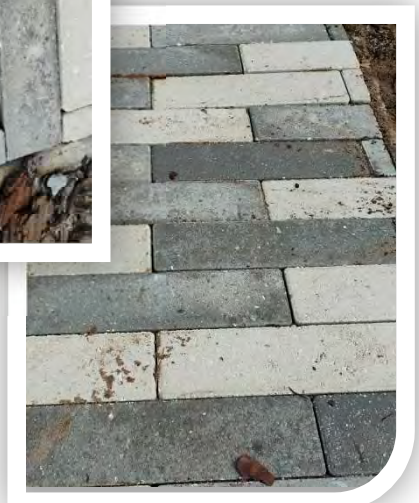
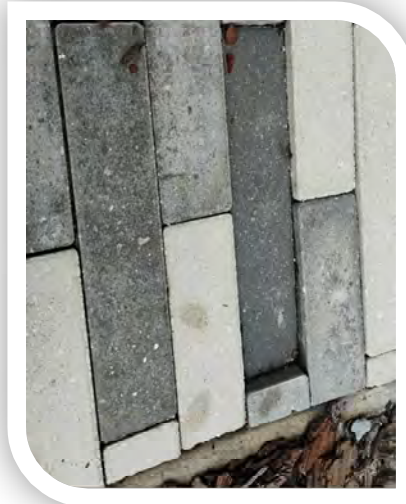
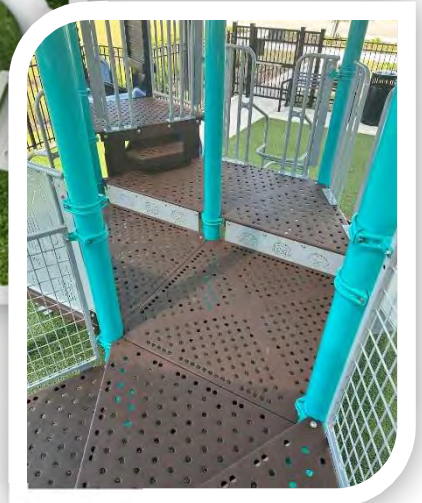
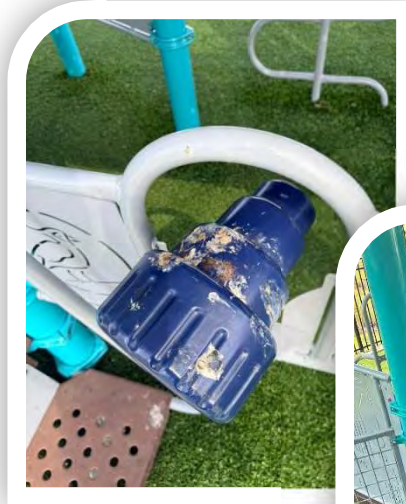
- ✚ The damaged fencing at the soccer field has been repaired and the side gate that continually got stuck has been adjusted.
- ✚ The mitered end in tract 19 has been cleared of debris and riprap has been added.
- ✚ The clubhouse AC blower motor has been replaced and no further issues reported.



Completed

General Maintenance

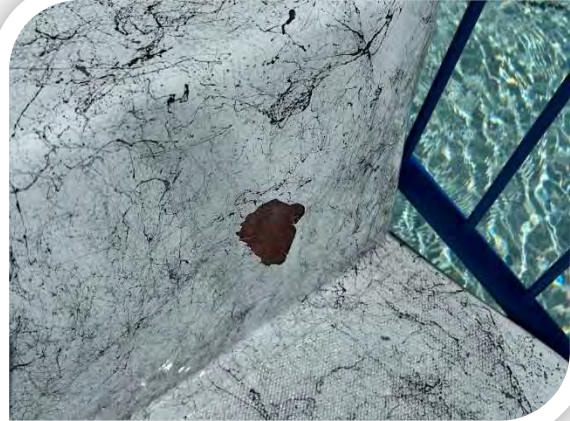
- ✚ The playground structure was covered in bird droppings and has been cleaned.
- ✚ The damaged pool gate near the parking lot has been repaired.
- ✚ The sinking pavers near the pond have been reset.



In Progress

General Repairs & Installs

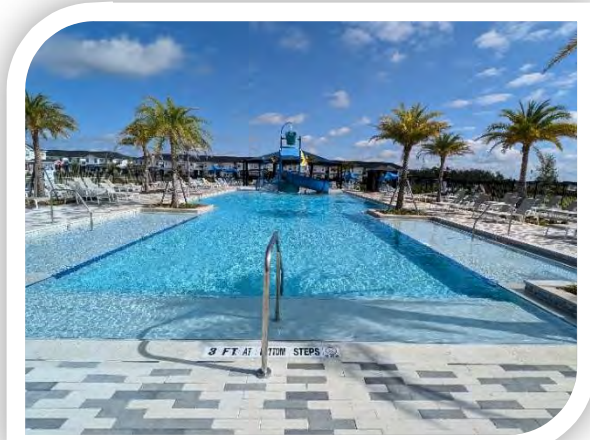
- ✚ The pool slide stairs have been damaged. Coordinating with the installer and the manufacturer for repairs.
- ✚ A step on the playground structure is missing its topper, and the artificial turf is sinking in various locations. Coordinating with the installer for repairs.
- ✚ Recommend installing 2 additional pet waste stations – one near the mailboxes and one near the new amenity fields.
- ✚ Recommend adding sanitary receptacles to each stall in the women's restroom.



Site Items

Contracted Services

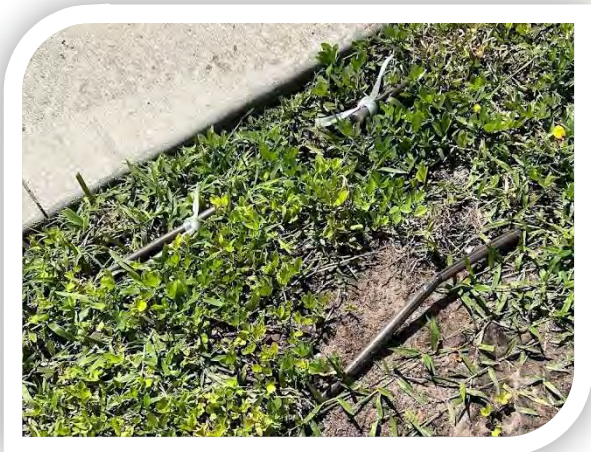
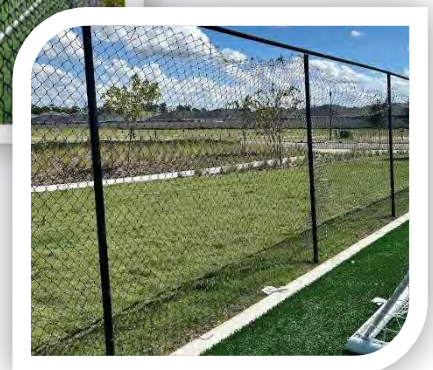
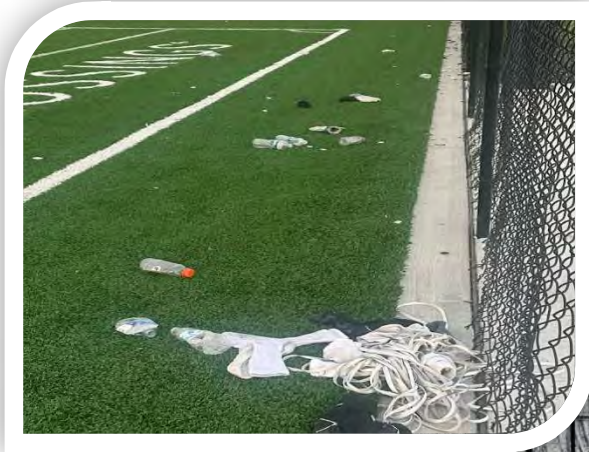
- ✚ Prince & Sons continues regular mowing, detail work, and irrigation repairs.
- ✚ Janitorial service continues as scheduled and has been assisting field staff with removing trash left behind on the soccer fields.
- ✚ Pool maintenance continues with no noted service issues.
- ✚ Security service discontinued as of Labor Day.



Site Items

General Items to Note

- ✚ Excessive amounts of trash are being left behind on the soccer field.
- ✚ Recommend adding a support bar to the bottom of the soccer field fence.
- ✚ Receiving complaints and video evidence of teens climbing the waterslide and jumping off.
- ✚ Ongoing irrigation repairs needed for cut drip lines in verge areas. Residents requesting compensation for water loss.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-577-0918, or by email at ahilyard@gmscfl.com. Thank you.

Respectfully,

Ashley Hilyard

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.

Mowing

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 be 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 mowed or string trimmed to the natural water's edge during every other mowing 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.

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 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.

Application Requirements: Fertilization

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 ½" 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:

Address:

Phone:

Fax:

Contact:

Email:

Property: Crossings CDD

Address: 219 E. Livingston St.
Orlando,
Florida,
32801

Phone: 407-750-3599

Contact: JWright@gmscfl.com

Email:

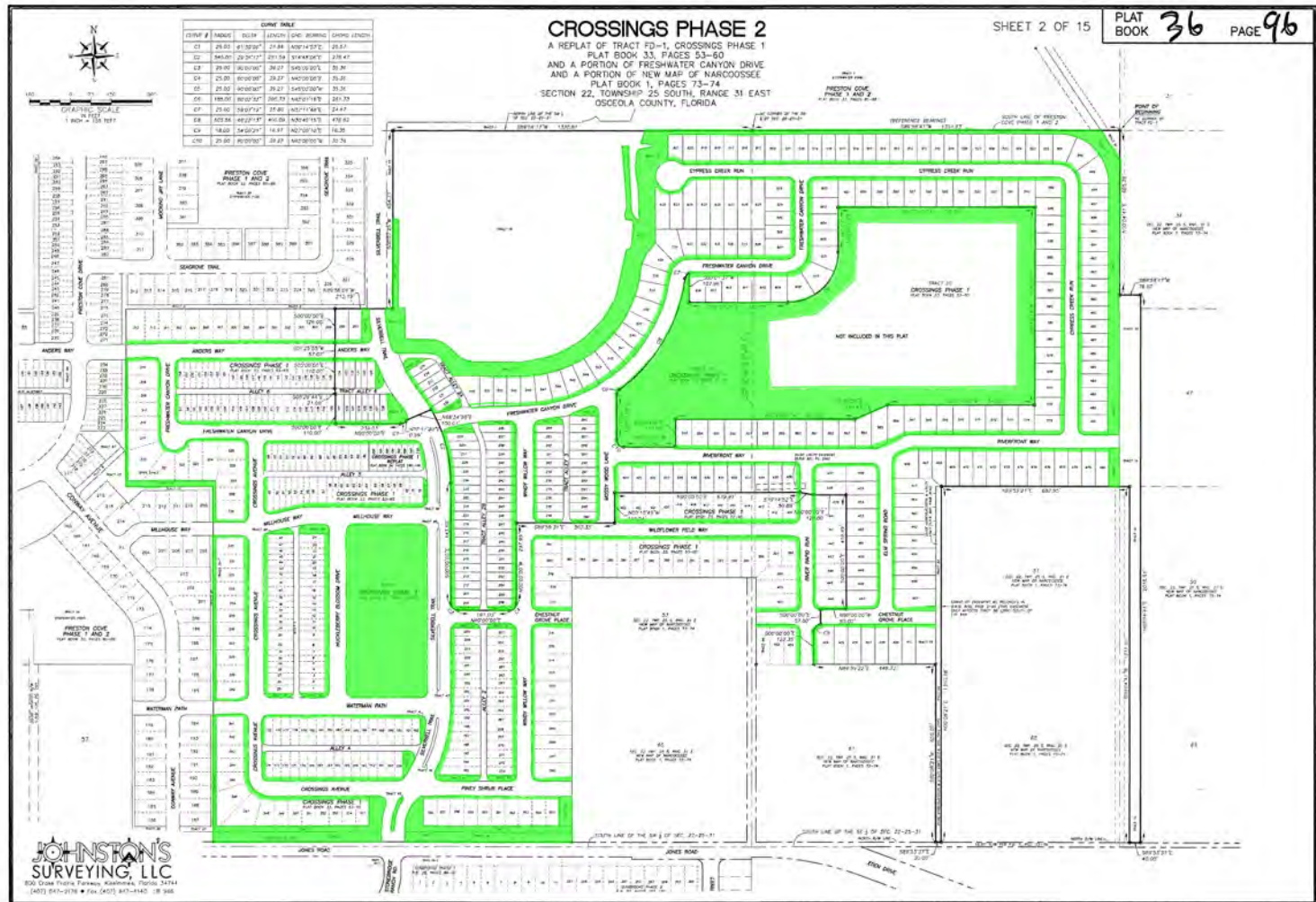
	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing													\$0
TURF CARE (Schedule B) Bahia/St Augustine Fert													\$0
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert													\$0
BED DRESSING - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing:</i>					<i>Mulch Yds</i>						<i>Mulch Yds</i>		\$0
PALM TRIMMING (Schedule E - C.) <i>Per Palm Price:</i>													\$0
ANNUAL CHANGES - <i>None at this time</i> (Schedule E - A.) <i>Per Annual Pricing:</i>													\$0
IRRIGATION MAINT. (Schedule D)													\$0
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
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$0
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Extra Services Annual Changes, Palm Pruning, Mulch	\$0
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TOTAL	\$0.00
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SECTION (a)

Crossings CDD Landscape Fee Summary

Contractor: Blade Runners Commercial Landscaping Orlando, CDD

Address: 19 N Texas Ave. Orlando, FL 32805

Phone: 407-306-0600

Fax:

Contact: Juan Ramirez

Email: JUAN@BLADERUNNERSORLANDO.COM

Property: Crossings CDD

Address: 219 E. Livingston St.
Orlando,
Florida,
32801

Phone: 407-750-3599

Contact: JWright@gmscfl.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	4,402	4,402	4,402	11,005	8,804	8,804	11,005	11,005	8,804	11,005	4,402	4,402	\$92,440
TURF CARE (Schedule B) Bahia/St Augustine Fert	650		650		650		650		650		650		\$3,900
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert		285		285		285		285		285		285	\$1,710
BED DRESSING - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing:</i>					13,750 <i>250</i>						11,000 <i>200</i>		\$24,750
PALM TRIMMING (Schedule E - C.) <i>Per Palm Price:</i>					3,500						3,500		\$7,000
ANNUAL CHANGES - None at this time (Schedule E - A.) <i>Per Annual Pricing:</i>													\$0
IRRIGATION MAINT. (Schedule D)	850	850	850	850	850	850	850	850	850	850	850	850	\$10,200
TOTAL FEE PER MONTH:	\$5,902	\$5,537	\$5,902	\$12,140	\$27,554	\$9,939	\$12,505	\$12,140	\$10,304	\$12,140	\$20,402	\$5,537	\$140,000

Flat Fee Schedule	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$11,667	\$140,000
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Essential Services Mowing/Detailing/Irrigation/Fert and F	\$108,250
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Extra Services Annual Changes, Palm Pruning, Mulc	\$31,750
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TOTAL	\$140,000.00
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SECTION (b)

Crossings CDD Landscape Fee Summary									
Contractor: Exalt Outdoor Services					Property: Crossings CDD				
Address: 401 W New Nolte Rd. Saint Cloud, FL 34769					Address: 219 E. Livingston St.				
Phone: 407-791-1795					Orlando, Florida, 32801				
Fax:					Phone: 407-750-3599				
Contact: Mike Wetherington					Contact: JWright@gmscfl.com				
Email: mike.wetherington@exaltoutdoors.com					Email:				

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	\$7,200.00	\$7,200.00	\$7,200.00	\$10,800.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$14,400.00	\$10,800.00	\$7,200.00	\$7,200.00	\$129,600
TURF CARE (Schedule B) Bahia/St Augustine Fert	\$2,065.00		\$4,130.00		\$2,065.00	\$2,065.00				\$4,130.00			\$14,455
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert				\$2,065.00				\$2,065.00		\$2,065.00			\$6,195
BED DRESSING - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing: \$75</i>					150 <i>Mulch Yds</i>						100 <i>Mulch Yds</i>		\$18,750
PALM TRIMMING (Schedule E - C.) <i>Per Palm Price: \$70</i>		\$3,500.00									\$3,500.00		\$7,000
ANNUAL CHANGES - <i>None at this time</i> (Schedule E - A.) <i>Per Annual Pricing:</i>													\$0
IRRIGATION MAINT. (Schedule D)	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$9,000
TOTAL FEE PER MONTH:	\$10,015	\$11,450	\$12,080	\$13,615	\$17,365	\$17,215	\$15,150	\$17,215	\$15,150	\$17,745	\$11,550	\$7,950	\$166,500

[illegible]

SECTION (c)

Crossings CDD Landscape Fee Summary ADDENDUM FOR ALL AREAS 7/18/2025

Contractor: Prince and Sons, Inc.

Address: 14645 Boggy Creek Rd.

Orlando, FL 32824

Phone: (863) 422-5207

Fax:

Contact: Lucas Martin

Email: lmartin@princeandsonsinc.com

Property: Crossings CDD

Address: 219 E. Livingston St.
Orlando,
Florida,
32801

Phone: 407-750-3599

Contact: JWright@gmscfl.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A) - Mowing/Detailing	12,820	12,820	12,820	12,820	12,820	12,820	12,820	12,820	12,820	12,820	12,820	12,820	\$153,840
TURF CARE (Schedule B) Bahia/St Augustine Fert		2,640		2,640		2,640		2,640		2,640		2,640	\$15,840
TREE/SHRUB CARE (Schedule C) Tree/Shrub Fert		600			600			600			600		\$2,400
BED DRESSING - Estimate mulch yds (Schedule E - B.) <i>Per Yard Pricing: \$55</i>					8,256 <i>150 Yards</i>						4,392 <i>80 Yards</i>		\$12,648
PALM TRIMMING (Schedule E - C.) <i>Per Palm Price: \$50</i>						2,760 <i>55 Palms</i>							\$2,760
ANNUAL CHANGES - <i>None at this time</i> (Schedule E - A.) <i>Per Annual Pricing:</i>													\$0
IRRIGATION MAINT. (Schedule D)	550	550	550	550	550	550	550	550	550	550	550	550	\$6,600
TOTAL FEE PER MONTH:	\$13,370	\$16,610	\$13,370	\$16,010	\$22,226	\$18,770	\$13,370	\$16,610	\$13,370	\$16,010	\$18,362	\$16,010	\$194,088

Flat Fee Schedule	\$16,174	\$16,174	\$16,174	\$16,174	\$16,174	\$16,174	\$16,174	\$16,174	\$16,174	\$16,174	\$16,174	\$16,174	\$194,088
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$178,680
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Extra Services Annual Changes, Palm Pruning, Mulch	\$15,408
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TOTAL	\$194,088.00
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SECTION 2

SECTION (a)

800-678-1612



Search

FREE FedEx SHIPPING - Order Today, Ships Today.

Home / Your Cart

- Station
- Bundles & Bag
- Pallet Deals

Your Cart (2 Items)

Dog Waste
Bags

Dog Waste
Stations

Earth Friendly 
Stations &
Compostable
Bags

Bag
Dispensers

Designer Bag
Dispensers

Can Liners, 
Cans, Parts &
Accessories

Signs - Stock & 
Custom
Messages

Doorbags 



[Dog Waste Station - Best Seller!](#)
Type of Dispenser: Roll Bag System (Most Popular)
Type of Can: Square
Station Color: Matte Green (Most Popular)

[Change](#)

Price	Quantity:	Total
\$327.97	< 2 >	\$655.94 

Subtotal: \$655.94

Shipping: [Cancel](#)

Country	United States
State/province	Florida
Suburb/city	Suburb/city
Zip/postcode	32822

ESTIMATE SHIPPING

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Settings Reject all Accept All Cookies

Coupon Code: [Add Coupon](#)

Grand total: \$655.94

CHECKOUT**CONTACT US**

Dog Waste Depot
12316 World Trade Drive
San Diego, CA 92128
800-678-1612

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Bag Dispensers
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SECTION (b)



Q

Search...

Call Today  1-800-790-8896

- Pet Waste Bags
- Signs
- Stations
- Trash Cans

My Cart

Please review your purchases and quantities, then proceed to checkout.

 *In stock items ship same day if the order is placed by 4 PM CST*



Item: E45GRENF

Mega Pet Waste Station

Fines on Sign: No Fine

Colors: Green

Edit

Qty

2

Remove

\$399.00

Subtotal: \$798.00

In Stock, Ships Today!



Apply Coupon Code

▼

Estimate Shipping and Tax —

Zip/Postal Code

32822

Standard Shipping

☒ Standard Shipping \$59.99

Subtotal \$798.00

Shipping & Handling	\$59.99
Tax	\$55.77
Order Total	\$913.76

CHECK OUT NOW



SECTION 3

SECTION (a)

Wall Mountable Sanitary Napkin Receptacle - Plastic



[More Images](#)

Protection you can trust with safe, sanitary disposal.

- Mounts to wall for easy access. Hardware included.
- Conveniently empties from top or bottom.
- Easy-to-clean white polypropylene.
- [Waxed Paper](#) and [Poly Liners](#) sold separately.

MODEL NO.	DESCRIPTION	DIMENSIONS H x W x D	QTY./ CASE	LBS./ CASE	PRICE PER CASE		IN STOCK SHIPS TODAY
					1	3+	
H-2597	Plastic Receptacle	11 x 9 x 5"	1	1	\$29	\$27	1 ADD

Order Summary

# of Shipments:	1
# of Items:	1
Subtotal:	\$135.00
Tax:	\$8.78
Shipping:	\$19.75
Estimated Total:	\$163.53

SECTION (b)

Floor Standing Sanitary Napkin Receptacle - Swing-Top



More Images

Protection you can trust with safe, sanitary disposal.

- Floor standing. Swing door allows access from 2 stalls.
- Lift off top to empty.
- Durable, powdered-coated steel.
- [Waxed Paper Liners](#) sold separately.

MODEL NO.	DESCRIPTION	DIMENSIONS H x W x D	QTY./ CASE	LBS./ CASE	PRICE PER CASE		IN STOCK SHIPS TODAY
					1	3+	
H-3584	Swing-Top Receptacle	12 x 9 x 9"	1	6	\$62	\$60	1 ADD

Order Summary

# of Shipments:	1
# of Items:	1
Subtotal:	\$300.00
Tax:	\$19.50
Shipping:	\$31.60
Estimated Total:	\$351.10

SECTION D

SECTION 1

Crossings Community Development District

Summary of Checks

July 01, 2025 to August 31, 2025

Bank	Date	Check No.'s		Amount
General Fund	7/9/25	348-353	\$	22,208.89
	7/22/25	354-357	\$	15,888.00
	7/25/25	359-362	\$	7,744.52
	8/4/25	363-368	\$	29,573.30
	8/7/25	369	\$	450.00
	8/22/25	370-375	\$	17,729.05
	8/26/25	376-379	\$	8,655.68
	Total			\$ 102,249.44

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
7/09/25	00039	6/30/25 19965	202506 320-53800-47000	LAKE MAINTENANCE JUNE 25	*	325.00	
				AQUATIC WEED MANAGEMENT, INC.			325.00 000348
7/09/25	00050	6/15/25 18079-3	202506 330-57200-34500	MONITORING VIDEO VERIFY	*	220.00	
		6/17/25 10387-1	202506 330-57200-34500	REPLACE INCEPTION CONTROL	*	4,996.38	
				CURRENT DEMANDS ELECTRICAL & SECURI			5,216.38 000349
7/09/25	00001	5/31/25 72	202505 320-53800-49000	POOL FENCE REPAIR	*	425.59	
		5/31/25 73	202505 320-53800-49000	PRESSURE WASHING	*	1,206.02	
				GOVERNMENTAL MANAGEMENT SERVICES			1,631.61 000350
7/09/25	00053	6/09/25 97491	202506 330-57200-34500	SECURITY 6/2/25-6/8/25	*	1,118.00	
		6/16/25 97587	202506 330-57200-34500	SECURITY 6/9/25-6/15/25	*	1,565.20	
		6/30/25 97758	202506 330-57200-34500	SECURITY 6/23/25-6/29/25	*	1,565.20	
				NATION SECURITY SERVICES			4,248.40 000351
7/09/25	00056	6/30/25 18898	202506 320-53800-46202	INSTALL PRIVACY HEDGE	*	5,612.50	
				PRINCE & SONS INC			5,612.50 000352
7/09/25	00044	6/01/25 27736	202506 330-57200-48500	POOL MAINTENANCE JUNE 25	*	2,500.00	
		7/01/25 28068	202507 330-57200-48500	POOL MAINTENANCE JULY 25	*	2,500.00	
		7/07/25 28166	202507 330-57200-48500	REPAIR POOL LIGHT	*	175.00	
				RESORT POOL SERVICES DBA			5,175.00 000353
7/22/25	00057	7/14/25 07142025	202507 300-36900-10000	RETURN RENTAL FEE	*	500.00	
				CARLOS URIA			500.00 000354
7/22/25	00001	7/01/25 74	202507 320-53800-34000	FIELD MANAGEMENT JULY 25	*	1,250.00	
		7/01/25 75	202507 310-51300-34000	MANAGEMENT FEES JULY 25	*	3,125.00	
		7/01/25 75	202507 310-51300-35200	WEBSITE ADMIN JULY 25	*	105.00	

CRCF CROSSING CDD IARAUJO

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
		7/01/25	75	202507 310-51300-35100				*	157.50		
			INFORMATION TECH	JULY 25							
		7/01/25	75	202507 310-51300-31300				*	437.50		
			DISSEMINATION SVC	JULY 25							
		7/01/25	75	202507 330-57200-48300				*	833.33		
			AMENITY ACCESS	JULY 25							
		7/01/25	75	202507 310-51300-51000				*	3.55		
			OFFICE SUPPLIES								
		7/01/25	75	202507 310-51300-42000				*	110.82		
			POSTAGE								
							GOVERNMENTAL MANAGEMENT SERVICES			6,022.70	000355
7/22/25	00006	7/14/25	12768	202506 310-51300-31500				*	5,334.05		
			GENERAL COUNSEL	JUNE 25							
							KILINSKI VAN WYK PLLC			5,334.05	000356
7/22/25	00032	6/25/25	7799895	202506 310-51300-32300				*	1,343.75		
			TRUSTEE FEE FY25								
		6/25/25	7799895	202506 310-51300-32300				*	2,687.50		
			TRUSTEE FEE FY26								
							US BANK			4,031.25	000357
7/25/25	00050	7/15/25	24180	202507 330-57200-48300				*	220.00		
			AMENITY MANAGEMENT								
							CURRENT DEMANDS ELECTRICAL & SECURI			220.00	000358
7/25/25	00013	7/21/25	22455965	202506 310-51300-31100				*	3,957.50		
			ENGINEER SVCS	JUNE 25							
							DEWBERRY ENGINEERS INC.			3,957.50	000359
7/25/25	00001	6/30/25	77	202506 320-53800-48000				*	229.86		
			CAMERA SIGNAGE								
							GOVERNMENTAL MANAGEMENT SERVICES			229.86	000360
7/25/25	00053	7/07/25	97864	202507 330-57200-34500				*	1,676.96		
			SECURITY	6/30/25-7/6/25							
		7/14/25	97963	202507 330-57200-34500				*	1,565.20		
			SECURITY	7/7/25-7/13/25							
							NATION SECURITY SERVICES			3,242.16	000361
7/25/25	00048	7/09/25	46153668	202507 330-57200-48100				*	95.00		
			PEST CONTROL	JULY 25							
							TERMINIX COMMERCIAL			95.00	000362
8/04/25	00043	7/24/25	15586	202507 330-57200-48200				*	2,370.00		
			CLEANING	JULY 25							
							CSS CLEAN STAR SERVICES OF CFL			2,370.00	000363
							CRCF CROSSING CDD IARAUJO				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
8/04/25	00033	7/29/25 90111479	202506 310-51300-32200	ANNUAL AUDIT FY25	*	4,750.00	
				DIBARTOLOMEO MCBEE HARTLEY & BARNES			4,750.00 000364
8/04/25	00006	5/16/25 12216	202504 310-51300-49100	BOUNDARY AMENDMENT APR 25	*	5,568.50	
		6/11/25 12439	202505 310-51300-49100	BOUNDARY AMENDMENT MAY 25	*	8,002.00	
				KILINSKI VAN WYK PLLC			13,570.50 000365
8/04/25	00053	7/21/25 98056	202507 330-57200-34500	SECURITY 7/14/25-7/20/25	*	1,565.20	
				NATION SECURITY SERVICES			1,565.20 000366
8/04/25	00004	7/17/25 2025-388	202507 310-51300-48000	NOT BUDGET MTG 7/17/25	*	1,408.80	
		7/24/25 2025-388	202507 310-51300-48000	NOT BUDGET MTG 7/24/25	*	1,408.80	
				OSCEOLA NEWS GAZETTE			2,817.60 000367
8/04/25	00044	7/17/25 28205	202507 330-57200-48500	DRAIN/CLEAN POOL	*	4,500.00	
				RESORT POOL SERVICES DBA			4,500.00 000368
8/07/25	00034	8/04/25 7373-08-	202508 310-51300-31200	ARBITRAGE REPORT FY24	*	450.00	
				AMTEC			450.00 000369
8/22/25	00039	7/25/25 20046	202507 320-53800-47000	LAKE MAINTENANCE JULY 25	*	325.00	
				AQUATIC WEED MANAGEMENT, INC.			325.00 000370
8/22/25	00042	8/10/25 2562902	202508 330-57200-49000	LICENSE SUBSCRIPTION	*	109.45	
				DOORKING INC.			109.45 000371
8/22/25	00053	7/28/25 98146	202507 330-57200-34500	SECURITY 7/21/25-7/27/25	*	1,565.20	
		8/04/25 98265	202507 330-57200-34500	SECURITY 7/28/25-8/3/25	*	1,565.20	
		8/11/25 98354	202508 330-57200-34500	SECURITY 8/4/25-8/10/25	*	1,565.20	
				NATION SECURITY SERVICES			4,695.60 000372
8/22/25	00056	8/01/25 19316	202508 320-53800-46200	LANDSCAPE MAINT AUG 25	*	10,004.00	
				PRINCE & SONS INC			10,004.00 000373

				CRCF CROSSING CDD	IARAUJO		

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT	 #
8/22/25	00044	8/01/25 28415	202508 330-57200-48500		RESORT POOL SERVICES DBA	*	2,500.00	2,500.00	000374
8/22/25	00048	8/09/25 46262886	202508 330-57200-48100		TERMINIX COMMERCIAL	*	95.00	95.00	000375
8/26/25	00034	8/25/25 7808-08-	202508 310-51300-31200		AMTEC	*	450.00	450.00	000376
8/26/25	00027	8/25/25 08252025	202508 600-20700-10300		CLAYTON PROPERTIES GROUP, INC.	*	36.00	36.00	000377
8/26/25	00001	8/01/25 79	202508 320-53800-34000		FIELD MANAGEMENT AUG 25	*	1,250.00		
		8/01/25 79	202508 330-57200-48000		PPM OUTDOOR DEP PYMT	*	1,039.88		
		8/01/25 79	202508 330-57200-48000		HOME DEPOT BIKE LOCKS	*	34.40		
		8/01/25 80	202508 310-51300-34000		MANAGEMENT FEES AUG 25	*	3,125.00		
		8/01/25 80	202508 310-51300-35200		WEBSITE ADMIN AUG 25	*	105.00		
		8/01/25 80	202508 310-51300-35100		INFORMATION TECH AUG 25	*	157.50		
		8/01/25 80	202508 310-51300-31300		DISSEMINATION SVC AUG 25	*	437.50		
		8/01/25 80	202508 330-57200-48300		AMENITY ACCESS AUG 25	*	833.33		
		8/01/25 80	202508 310-51300-51000		OFFICE SUPPLIES	*	.99		
		8/01/25 80	202508 310-51300-42000		POSTAGE	*	87.58		
					GOVERNMENTAL MANAGEMENT SERVICES			7,071.18	000378
8/26/25	00006	8/15/25 12826	202507 310-51300-31500		KILINSKI VAN WYK PLLC	*	1,098.50	1,098.50	000379
					TOTAL FOR BANK A		102,249.44		
					TOTAL FOR REGISTER		102,249.44		
					CRCF CROSSING CDD IARAUJO				

SECTION 2

Crossings
Community Development District

Unaudited Financial Reporting
August 31, 2025



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Crossings
Community Development District
Combined Balance Sheet
August 31, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Operating Account	\$ 80,054	\$ -	\$ -	\$ 80,054
Due from Developer	\$ -	\$ -	\$ 920,328	\$ 920,328
Due from General Fund	\$ -	\$ 1,504	\$ -	\$ 1,504
Due from Other	\$ -	\$ -	\$ 3,008	\$ 3,008
Investments:				
<u>Series 2022</u>				
Reserve	\$ -	\$ 187,703	\$ -	\$ 187,703
Revenue	\$ -	\$ 186,293	\$ -	\$ 186,293
Prepayment	\$ -	\$ 348	\$ -	\$ 348
Construction	\$ -	\$ -	\$ 30	\$ 30
<u>Series 2024</u>				
Reserve	\$ -	\$ 954,186	\$ -	\$ 954,186
Revenue	\$ -	\$ 5,212	\$ -	\$ 5,212
Interest	\$ -	\$ 159	\$ -	\$ 159
Prepayment	\$ -	\$ 276,233	\$ -	\$ 276,233
Construction	\$ -	\$ -	\$ 14,603	\$ 14,603
Total Assets	\$ 80,054	\$ 1,611,638	\$ 937,968	\$ 2,629,660
Liabilities:				
Accounts Payable	\$ 30,810	\$ -	\$ -	\$ 30,810
Deposits	\$ 500	\$ -	\$ -	\$ 500
Due to Debt Service	\$ 1,504	\$ -	\$ -	\$ 1,504
Retainage Payable	\$ -	\$ -	\$ 612,227	\$ 612,227
Total Liabilities	\$ 32,814	\$ -	\$ 612,227	\$ 645,040
Fund Balance:				
Restricted For:				
Debt Service - Series 2022	\$ -	\$ 375,848	\$ -	\$ 375,848
Debt Service - Series 2024	\$ -	\$ 1,235,790	\$ -	\$ 1,235,790
Capital Projects - Series 2022	\$ -	\$ -	\$ (612,197)	\$ (612,197)
Capital Projects - Series 2024	\$ -	\$ -	\$ 937,939	\$ 937,939
Unassigned	\$ 47,240	\$ -	\$ -	\$ 47,240
Total Fund Balances	\$ 47,240	\$ 1,611,638	\$ 325,742	\$ 1,984,620
Total Liabilities & Fund Balance	\$ 80,054	\$ 1,611,638	\$ 937,968	\$ 2,629,660

Crossings
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance

Revenues:

Assessments - On Roll	\$ 290,479	\$ 290,479	\$ 291,153	\$ 674
Assessments - Direct	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
Developer Contributions	\$ 153,441	\$ 100,000	\$ 100,000	\$ -
Boundary Amendment Contributions	\$ -	\$ -	\$ 22,568	\$ 22,568
Miscellaneous Income	\$ -	\$ -	\$ 11,536	\$ 11,536
Total Revenues	\$ 473,920	\$ 420,479	\$ 455,257	\$ 34,778

Expenditures:

General & Administrative:

Supervisors Fees	\$ 12,000	\$ 11,000	\$ 4,200	\$ 6,800
FICA Expense	\$ -	\$ -	\$ 260	\$ (260)
Engineering	\$ 15,000	\$ 15,000	\$ 9,698	\$ 5,303
Attorney	\$ 25,000	\$ 22,917	\$ 16,518	\$ 6,398
Annual Audit	\$ 4,000	\$ 4,750	\$ 4,750	\$ -
Assessment Administration	\$ 5,250	\$ 5,250	\$ 5,250	\$ -
Arbitrage	\$ 450	\$ 450	\$ 900	\$ (450)
Dissemination	\$ 5,250	\$ 4,813	\$ 4,813	\$ -
Trustee Fees	\$ 4,100	\$ 4,100	\$ 8,927	\$ (4,827)
Management Fees	\$ 37,500	\$ 34,375	\$ 34,375	\$ -
Information Technology	\$ 1,890	\$ 1,733	\$ 1,733	\$ -
Website Maintenance	\$ 1,260	\$ 1,155	\$ 1,155	\$ -
Postage & Delivery	\$ 1,000	\$ 917	\$ 1,393	\$ (477)
Insurance	\$ 5,720	\$ 5,720	\$ 5,408	\$ 312
Printing	\$ 1,000	\$ 917	\$ 4	\$ 913
Legal Advertising	\$ 7,500	\$ 6,875	\$ 3,340	\$ 3,535
Contingency	\$ 2,500	\$ 2,292	\$ 583	\$ 1,709
Office Supplies	\$ 550	\$ 504	\$ 20	\$ 484
Boundary Amendment	\$ -	\$ -	\$ 22,568	\$ (22,568)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 130,145	\$ 122,941	\$ 126,068	\$ (3,127)

Operation and Maintenance

Field Expenditures

Property Insurance	\$ 15,000	\$ 15,000	\$ 7,970	\$ 7,030
Field Management	\$ 15,000	\$ 13,750	\$ 13,750	\$ -
Landscape Maintenance	\$ 80,000	\$ 73,333	\$ 74,808	\$ (1,475)
Landscape Replacement & Enhancements	\$ 10,000	\$ 9,167	\$ 5,613	\$ 3,554
Lake Maintenance	\$ 8,500	\$ 7,792	\$ 3,760	\$ 4,032
Streetlights	\$ 50,000	\$ 45,833	\$ -	\$ 45,833
Electric	\$ 6,000	\$ 5,500	\$ 344	\$ 5,156
Water & Sewer	\$ 5,000	\$ 5,000	\$ 67,684	\$ (62,684)
Irrigation Repairs	\$ 5,000	\$ 4,583	\$ 4,910	\$ (327)
General Field Repairs & Maintenance	\$ 12,500	\$ 11,458	\$ 3,924	\$ 7,534
Contingency	\$ 5,500	\$ 5,042	\$ 2,052	\$ 2,990
Subtotal	\$ 212,500	\$ 196,458	\$ 184,815	\$ 11,644

Crossings
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Amenity Expenditures				
Amenity Access Management	\$ 10,000	\$ 9,167	\$ 9,607	\$ (440)
Amenity-Electric	\$ 14,400	\$ 13,200	\$ 13,445	\$ (245)
Amenity-Water	\$ 5,000	\$ 5,000	\$ 10,137	\$ (5,137)
Internet	\$ 3,000	\$ 2,750	\$ 2,039	\$ 711
Pest Control	\$ 1,500	\$ 1,375	\$ 1,454	\$ (79)
Janitorial Services	\$ 18,500	\$ 18,500	\$ 19,145	\$ (645)
Security Services	\$ 30,000	\$ 30,000	\$ 40,251	\$ (10,251)
Pool Maintenance	\$ 27,000	\$ 27,000	\$ 31,630	\$ (4,630)
Amenity Repairs & Maintenance	\$ 12,500	\$ 11,458	\$ 7,139	\$ 4,319
Holiday Décor	\$ 3,000	\$ 2,750	\$ -	\$ 2,750
Amenity Contingency	\$ 6,375	\$ 5,844	\$ 872	\$ 4,972
Subtotal	\$ 131,275	\$ 127,044	\$ 135,718	\$ (8,675)
Total O&M Expenditures:	\$ 343,775	\$ 323,502	\$ 320,533	\$ 2,969
Total Expenditures	\$ 473,920	\$ 446,443	\$ 446,601	\$ (158)
Excess Revenues (Expenditures)	\$ -		\$ 8,655	
Fund Balance - Beginning	\$ -		\$ 38,585	
Fund Balance - Ending	\$ -		\$ 47,240	

Crossings

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Assessments	\$ 377,681	\$ 377,681	\$ 375,551	\$ (2,130)
Interest	\$ 8,513	\$ 8,513	\$ 14,396	\$ 5,883
Total Revenues	\$ 386,194	\$ 386,194	\$ 389,948	\$ 3,754
Expenditures:				
Interest Expense 11/1	\$ 140,331	\$ 140,331	\$ 139,194	\$ 1,138
Principal Expense 5/1	\$ 95,000	\$ 95,000	\$ 95,000	\$ -
Interest Expense 5/1	\$ 140,331	\$ 140,331	\$ 139,194	\$ 1,138
Total Expenditures	\$ 375,663	\$ 375,663	\$ 373,388	\$ 2,275
Excess Revenues (Expenditures)	\$ 10,531		\$ 16,560	
Fund Balance - Beginning	\$ 168,730		\$ 359,288	
Fund Balance - Ending	\$ 179,261		\$ 375,848	

Crossings

Community Development District

Debt Service Fund - Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Assessments - Direct	\$ -	\$ -	\$ 580,190	\$ 580,190
Assessments - Prepayments	\$ -	\$ -	\$ 275,954	\$ 275,954
Interest	\$ -	\$ -	\$ 38,220	\$ 38,220
Total Revenues	\$ -	\$ -	\$ 894,365	\$ 894,365
Expenditures:				
Interest Expense 11/1	\$ -	\$ -	\$ 172,540	\$ (172,540)
Principal Expense 5/1	\$ -	\$ -	\$ 200,000	\$ (200,000)
Interest Expense 5/1	\$ -	\$ -	\$ 378,746	\$ (378,746)
Total Expenditures	\$ -	\$ -	\$ 751,286	\$ (751,286)
Other Financing Sources:				
Transfer In/(Out)	\$ -	\$ -	\$ (34,532)	\$ 34,532
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (34,532)	\$ 34,532
Excess Revenues (Expenditures)	\$ -		\$ 108,546	
Fund Balance - Beginning	\$ -		\$ 1,127,243	
Fund Balance - Ending	\$ -		\$ 1,235,790	

Crossings
Community Development District
Capital Projects Fund - Series 2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
<u>Revenues:</u>				
Developer Contributions	\$ -	\$ -	\$ 21,600	\$ 21,600
Interest	\$ -	\$ -	\$ 1	\$ 1
Total Revenues	\$ -	\$ -	\$ 21,601	\$ 21,601
<u>Expenditures:</u>				
Other Current Charges	\$ -	\$ -	\$ 972	\$ (972)
Capital Outlay-Construction	\$ -	\$ -	\$ 20,564	\$ (20,564)
Total Expenditures	\$ -	\$ -	\$ 21,536	\$ (21,536)
<u>Other Financing Sources:</u>				
Transfer In/(Out)	\$ -	\$ -	\$ (821)	\$ 821
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (821)	\$ 821
Excess Revenues (Expenditures)	\$ -		\$ (756)	
Fund Balance - Beginning	\$ -		\$ (611,441)	
Fund Balance - Ending	\$ -		\$ (612,197)	

Crossings

Community Development District

Capital Projects Fund - Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Assessments - Prepayments	\$ -	\$ -	\$ 553,345	\$ 553,345
Developer Contributions	\$ -	\$ -	\$ 2,897,547	\$ 2,897,547
Interest	\$ -	\$ -	\$ 41,956	\$ 41,956
Total Revenues	\$ -	\$ -	\$ 3,492,848	\$ 3,492,848
Expenditures:				
Capital Outlay-Construction	\$ -	\$ -	\$ 5,504,297	\$ (5,504,297)
Total Expenditures	\$ -	\$ -	\$ 5,504,297	\$ (5,504,297)
Other Financing Sources:				
Transfer In/(Out)	\$ -	\$ -	\$ 36,103	\$ 36,103
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 36,103	\$ 36,103
Excess Revenues (Expenditures)	\$ -		\$ (1,975,346)	
Fund Balance - Beginning	\$ -		\$ 2,913,284	
Fund Balance - Ending	\$ -		\$ 937,939	

Crossings
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - On Roll	\$ -	\$ 42,595.83	\$ 244,890	\$ 1,391	\$ 1,109.44	\$ -	\$ -	\$ -	\$ 1,166.05	\$ -	\$ -	\$ -	\$ 291,153
Assessments - Direct	\$ 15,000	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Developer Contributions	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ -	\$ 100,000
Miscellaneous Income	\$ -	\$ -	\$ 10,256	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ 530	\$ (250)	\$ -	\$ -	\$ 11,536
Boundary Amendment Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,571	\$ -	\$ 8,997	\$ -	\$ 22,568
Total Revenues	\$ 15,000	\$ 67,596	\$ 255,147	\$ 8,891	\$ 1,109	\$ -	\$ 500	\$ 8,000	\$ 1,696	\$ 24,750	\$ 50,000	\$ -	\$ 455,257
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 1,000	\$ 800	\$ -	\$ 1,000	\$ -	\$ 4,200
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ -	\$ 77	\$ 61	\$ -	\$ 77	\$ -	\$ 260
Engineering	\$ -	\$ 180	\$ -	\$ 2,775	\$ -	\$ 348	\$ 1,478	\$ 960	\$ 3,958	\$ -	\$ -	\$ -	\$ 9,698
Attorney	\$ 709	\$ 2,316	\$ 344	\$ 255	\$ 412	\$ 1,056	\$ 1,738	\$ 1,526	\$ 5,334	\$ 1,099	\$ 1,731	\$ -	\$ 16,518
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,750	\$ -	\$ -	\$ -	\$ 4,750
Assessment Administration	\$ 5,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,250
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900
Dissemination	\$ 438	\$ 438	\$ 438	\$ 438	\$ 438	\$ 438	\$ 438	\$ 438	\$ 438	\$ 438	\$ 438	\$ -	\$ 4,813
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,031	\$ -	\$ 4,896	\$ -	\$ 8,927
Management Fees	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ -	\$ 34,375
Information Technology	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ -	\$ 1,733
Website Maintenance	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ -	\$ 1,155
Postage & Delivery	\$ 270	\$ 17	\$ 102	\$ 159	\$ 159	\$ 117	\$ 25	\$ 179	\$ 168	\$ 111	\$ 88	\$ -	\$ 1,393
Insurance	\$ 5,408	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,408
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4
Legal Advertising	\$ 291	\$ -	\$ -	\$ -	\$ 78	\$ -	\$ 77	\$ 77	\$ -	\$ 2,818	\$ -	\$ -	\$ 3,340
Contingency	\$ 41	\$ 44	\$ 40	\$ 41	\$ 44	\$ 44	\$ 44	\$ 242	\$ 44	\$ -	\$ -	\$ -	\$ 583
Boundary Amendment	\$ 1,280	\$ 290	\$ -	\$ 2,848	\$ -	\$ -	\$ 5,569	\$ 8,002	\$ 4,580	\$ -	\$ -	\$ -	\$ 22,568
Office Supplies	\$ 1	\$ 1	\$ 3	\$ 1	\$ 1	\$ 1	\$ 3	\$ 3	\$ 1	\$ 4	\$ 1	\$ -	\$ 20
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 17,249	\$ 7,472	\$ 4,315	\$ 9,903	\$ 4,519	\$ 6,040	\$ 12,757	\$ 15,890	\$ 27,552	\$ 7,855	\$ 12,516	\$ -	\$ 126,068

Crossings
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operation and Maintenance</u>													
Field Expenses													
Property Insurance	\$ 7,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,970
Field Management	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	13,750
Landscape Maintenance	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 10,400	\$ 6,900	\$ 6,900	\$ 10,004	\$ 10,004	\$ -	74,808
Landscape Replacement & Enhancements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,613	\$ -	\$ -	\$ -	5,613
Lake Maintenance	\$ 325	\$ 650	\$ -	\$ 325	\$ 325	\$ 325	\$ 325	\$ 325	\$ 510	\$ 325	\$ 325	\$ -	3,760
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ 27	\$ 28	\$ 38	\$ 41	\$ 41	\$ 44	\$ 41	\$ 41	\$ 43	\$ -	344
Water & Sewer	\$ 5,722	\$ 4,788	\$ 3,922	\$ 5,414	\$ 4,504	\$ 3,311	\$ 3,469	\$ 7,505	\$ 8,756	\$ 8,499	\$ 11,795	\$ -	67,684
Irrigation Repairs	\$ 346	\$ -	\$ 342	\$ 298	\$ 795	\$ 1,260	\$ 1,465	\$ -	\$ 403	\$ -	\$ -	\$ -	4,910
General Field Repairs & Maintenance	\$ -	\$ -	\$ 185	\$ -	\$ -	\$ 1,545	\$ 205	\$ -	\$ 230	\$ -	\$ 1,759	\$ -	3,924
Contingency	\$ 49	\$ -	\$ -	\$ 186	\$ -	\$ 185	\$ -	\$ 1,632	\$ -	\$ -	\$ -	\$ -	2,052
Subtotal	\$ 20,762	\$ 11,788	\$ 10,826	\$ 12,602	\$ 12,012	\$ 13,016	\$ 17,155	\$ 17,656	\$ 23,703	\$ 20,119	\$ 25,176	\$ -	184,815
Amenity Expenses													
Amenity Access Management	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 1,053	\$ 1,053	\$ -	9,607
Amenity - Electric	\$ 1,333	\$ 1,122	\$ 909	\$ 1,123	\$ 1,252	\$ 1,275	\$ 1,206	\$ 1,437	\$ 1,275	\$ 1,235	\$ 1,278	\$ -	13,445
Amenity - Water	\$ 1,384	\$ 2,217	\$ 1,169	\$ 1,261	\$ 2,369	\$ 398	\$ 540	\$ 788	\$ -	\$ -	\$ 11	\$ -	10,137
Amenity - Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Internet	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185	\$ -	2,039
Pest Control	\$ 95	\$ 95	\$ -	\$ 95	\$ 95	\$ 347	\$ 95	\$ 95	\$ 347	\$ 95	\$ 95	\$ -	1,454
Janitorial Services	\$ 1,300	\$ 1,300	\$ 1,350	\$ 1,330	\$ 1,350	\$ 1,420	\$ 1,365	\$ 2,345	\$ 2,415	\$ 2,370	\$ 2,600	\$ -	19,145
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,342	\$ 13,441	\$ 11,270	\$ 7,938	\$ 6,261	\$ -	40,251
Pool Maintenance	\$ 2,550	\$ 2,100	\$ 2,385	\$ 2,520	\$ 2,100	\$ 2,100	\$ 2,850	\$ 2,850	\$ 2,500	\$ 7,175	\$ 2,500	\$ -	31,630
Amenity Repairs & Maintenance	\$ 615	\$ 1,573	\$ -	\$ 448	\$ 1,623	\$ 28	\$ 1,023	\$ -	\$ 755	\$ -	\$ 1,074	\$ -	7,139
Holiday Décor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Contingency	\$ -	\$ 206	\$ 53	\$ -	\$ -	\$ -	\$ -	\$ 405	\$ 99	\$ -	\$ 109	\$ -	872
Subtotal	\$ 8,295	\$ 9,632	\$ 6,884	\$ 7,795	\$ 9,808	\$ 6,586	\$ 9,439	\$ 22,380	\$ 19,680	\$ 20,051	\$ 15,167	\$ -	135,718
Total O&M Expenses:	\$ 29,058	\$ 21,420	\$ 17,710	\$ 20,397	\$ 21,820	\$ 19,602	\$ 26,593	\$ 40,036	\$ 43,383	\$ 40,170	\$ 40,344	\$ -	320,533
Total Expenditures	\$ 46,307	\$ 28,892	\$ 22,025	\$ 30,300	\$ 26,339	\$ 25,642	\$ 39,351	\$ 55,926	\$ 70,935	\$ 48,026	\$ 52,860	\$ -	446,601
Excess Revenues (Expenditures)	\$ (31,307)	\$ 38,704	\$ 233,122	\$ (21,409)	\$ (25,230)	\$ (25,642)	\$ (38,851)	\$ (47,926)	\$ (69,239)	\$ (23,276)	\$ (2,860)	\$ -	8,655

CROSSINGS CDD
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2025

ON ROLL ASSESSMENTS

Gross Assessments	\$	309,020.00	\$	398,598.20	\$	707,618.20
Net Assessments	\$	290,478.80	\$	374,682.31	\$	665,161.11

							43.67%	56.33%	100.00%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	General Fund	2022 Debt Service	Total
11/21/24	ACH	\$103,677.01	(\$4,147.15)	(\$1,990.60)	\$0.00	\$97,539.26	\$42,595.83	\$54,943.43	\$97,539.26
12/11/24	ACH	\$474,775.30	(\$18,611.50)	(\$9,495.49)	\$0.00	\$446,668.31	\$195,062.03	\$251,606.28	\$446,668.31
12/20/24	ACH	\$121,230.17	(\$4,704.79)	(\$2,424.61)	\$0.00	\$114,100.77	\$49,828.31	\$64,272.46	\$114,100.77
01/07/25	ACH	\$2,645.24	(\$77.76)	(\$52.91)	\$0.00	\$2,514.57	\$1,098.12	\$1,416.45	\$2,514.57
01/28/25	ACH	\$0.00	\$0.00	\$0.00	\$670.44	\$670.44	\$292.78	\$377.66	\$670.44
02/07/25	ACH	\$2,645.24	(\$51.85)	(\$52.91)	\$0.00	\$2,540.48	\$1,109.44	\$1,431.04	\$2,540.48
06/09/25	ACH	\$2,645.24	\$79.36	(\$54.49)	\$0.00	\$2,670.11	\$1,166.05	\$1,504.06	\$2,670.11
TOTAL							\$ 291,152.56	\$ 375,551.38	\$ 666,703.94

100%	Net Percent Collected
0	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Land South Equities LLC 2025-01								
Net Assessments			\$	984,186.48	\$	30,000.00	\$	954,186.48
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2024 Debt	Amt Received General Fund	Amt Received Debt Svc Series 2024
10/8/24	10/1/24	72652	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	\$15,000.00	\$0.00
1/23/25	2/1/25	13271	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	\$0.00
3/27/25	3/15/25	14825	\$580,190.23	\$580,190.23	\$0.00	\$580,190.23	\$0.00	\$580,190.23
5/7/25	5/1/25	16382	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00
9/17/25	9/15/25	Wire	\$373,996.25	\$373,996.25	\$0.00	\$373,996.25	\$0.00	\$373,996.25
			\$ 984,186.48	\$ 984,186.48	\$ 30,000.00	\$ 954,186.48	\$ 22,500.00	\$ 954,186.48

Crossings

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)
Principal Payment - 5/1/24		(\$95,000)
Principal Payment - 5/1/25		(\$95,000)
Current Bonds Outstanding		\$5,475,000

Series 2024, Special Assessment Bonds		
Interest Rates:	4.750%, 5.350%, 5.600%	
Maturity Date:	5/1/2054	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$954,186	
Reserve Fund Balance	\$954,186	
Bonds Outstanding - 08/09/2024		\$14,000,000
Principal Payment - 5/1/25		(\$200,000)
Current Bonds Outstanding		\$13,800,000