

*Crossroads Village Center
Community Development District*

Meeting Agenda

February 22, 2022

AGENDA

Crossroads Village Center Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

February 15, 2022

**Board of Supervisors
Crossroads Village Center
Community Development District**

Dear Board Members:

A regular meeting of the Board of Supervisors of the **Crossroads Village Center Community Development District** will be held on **Tuesday, February 22, 2022, at 10:30 AM** at the **Lake Alfred Public Library, 245 N Seminole Ave, Lake Alfred, FL 33850.**

Zoom Video Link: <https://us06web.zoom.us/j/82183432695>

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

Meeting ID: 821 8343 2695

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Administration of Oaths of Office to Remaining Board Members Elected at Landowners' Meeting (Carlos J. Bonilla and Richard Laccabue)
4. Approval of Minutes of the January 25, 2022 Board of Supervisors Meeting
5. Consideration of Resolution 2022-34 Re-Setting the Public Hearing on the Adoption of the Rules of Procedure for the District
6. Consideration of Resolution 2022-11 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes
7. Financing Matters
 - A. Consideration of Engineer's Report

¹ Comments will be limited to three (3) minutes

- B. Consideration of Assessment Methodology
 - C. Consideration of Resolution 2022-27 Declaring Special Assessments and Approval of Assessment Methodology
 - D. Consideration of Resolution 2022-28 Setting Public Hearing for Special Assessments
8. Consideration of Interlocal Agreement with the City of Lake Alfred for Record Storage
 9. Consideration of Resolution 2022-22 Selecting District Records Office Within Polk County
 10. Consideration of Resolution 2022-23 Designating the Primary Administrative Office and Principal Headquarters of the District
 11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 12. Other Business
 13. Supervisors Requests and Audience Comments
 14. Adjournment

MINUTES

**MINUTES OF MEETING
CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Crossroads Village Center Community Development District was held **Tuesday, January 25, 2022** at 10:30 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present and constituting a quorum:

Daniel Harper	Chairman
Syed Raza	Vice Chair
Carlos G. Bonilla	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Lauren Gentry <i>by Zoom</i>	District Counsel, KE Law
Misty Taylor <i>by Zoom</i>	BMO
Sarah Warren <i>by Zoom</i>	BMO
Brett Sealy <i>by Zoom</i>	MBS
Sara Zare <i>by Zoom</i>	MBS
Bruce Taylor <i>by Zoom</i>	Schmitt Engineering
Dave Schmitt <i>by Zoom</i>	Schmitt Engineering
Cindy Steele	

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated that this was the portion of the agenda where members of the public could comment on agenda items. There were no members of the public present or in attendance via Zoom.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oaths of Office to Newly Elected Board Members

Ms. Burns noted that the landowners' meeting was held in December 2021 and that all the Board members will be sworn into office again. She administered the oath and will certify them. The two remaining Supervisors will be sworn in at a future meeting.

B. Consideration of Resolution 2022-32 Canvassing and Certifying the Results of the Landowners' Election

Ms. Burns stated that landowners' meeting was held in December and reported the results. Supervisors Raza and Harper both received 100 votes each and the other three Supervisors received 50 votes each. Supervisor Raza and Supervisor Harper will serve four-year terms and the remaining Supervisors will serve two-year terms.

On MOTION by Mr. Harper, seconded by Mr. Raza, with all in favor, Resolution 2022-32 Canvassing and Certifying the Results of the Landowners' Election, was approved.

C. Election of Officers

Ms. Burns noted that every time there is a landowners' election all the other officers are reelected as well. Previously Mr. Harper served as Chair, Mr. Raza served as Vice Chair, Jill Burns served as the Secretary, and George Flint from the GMS office along with the remaining Supervisors served as Assistant Secretaries. She asked if the Board would like to keep those offices, and they agreed.

D. Consideration of Resolution 2022-33 Electing Officers

Ms. Burns stated that they would need to select a Chair, Vice Chair, and asked that they would name her as the Secretary.

On MOTION by Mr. Harper, seconded by Mr. Raza with all in favor, Resolution 2022-03 Electing Officers with Mr. Daniel Harper as Chairman, Mr. Syed Raza as Vice Chairman, the Remaining Three Members as Assistant Secretaries along with Mr. George Flint as Assistant Secretary, and Ms. Jill Burns as Secretary, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the November 10, 2021 Organizational Meeting and December 21, 2021 Landowners' Meeting

Ms. Burns presented the meeting minutes from the November 10, 2021 organizational meeting and the December 21, 2021 landowners' meeting and asked for any questions, comments, or corrections. There being none there was a motion of approval.

On MOTION by Mr. Harper, seconded by Mr. Raza, with all in favor, the Minutes of the November 10, 2021 Organizational Meeting and the December 21, 2021 Landowners' Meeting, were approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-34 Re-Setting the Public Hearing on the Adoption of the Rules of Procedure for the District

Ms. Burns suggested that this be tabled until the next meeting to align the public hearings for the assessment matters that need to be held at the same time.

SIXTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2021/2022 Budget

Ms. Burns stated that the public hearing was advertised in the paper and asked for a motion to open the hearing.

On MOTION by Mr. Raza, seconded by Mr. Harper, with all in favor, the Public Hearing was opened.

i. Consideration of Resolution 2022-35 Adopting the District's Fiscal Year 2021/2022 Budget and Appropriating Fund

Ms. Burns presented the District's Fiscal Year 2021/2022 budget and noted that it can be found in the agenda package. The preliminary budget was approved at the organizational meeting in November, and it has not changed since. There are administrative expenses that are anticipated but no field items. There were no questions or changes to the budget.

On MOTION by Mr. Harper, seconded by Mr. Raza, with all in favor, Resolution 2022-35 Adopting the District's Fiscal Year 2021/2022 Budget and Appropriating Fund, was approved.

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

On MOTION by Mr. Raza, seconded by Mr. Harper with all in favor, the Public Hearing was closed.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-11 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

Ms. Burns noted that this will be tabled until the next meeting.

EIGHTH ORDER OF BUSINESS Financing Matters

A. Consideration of Engineer's Report

Ms. Burns reported that they needed a little more time to narrow down the product types and make sure they are comfortable with the findings before kicking off the assessment process. At the end of the meeting, instead of adjourning, they will continue the meeting to have enough time to set the public hearings for the March meeting.

B. Consideration of Assessment Methodology

This item was tabled.

C. Consideration of Resolution 2022-26 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings

Ms. Taylor from BMO presented Resolution 2022-26 that approves the issuance of the bonds by the District in multiple series in a not to exceed amount of \$93,000,000. The number is driven by taking the total anticipated construction costs and adding in various financing items. This resolution authorizes staff to proceed with undertaking the validation proceedings while approving the form of the Master Trust Indenture and appoints US Bank as the trustee.

On MOTION by Mr. Harper, seconded by Mr. Raza, with all in favor, Resolution 2022-26 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings, was approved.

D. Consideration of Resolution 2022-27 Declaring Special Assessments and Approval of Assessment Methodology

This item was tabled.

E. Consideration of Resolution 2022-28 Setting Public Hearing for Special Assessments

This item was tabled.

NINTH ORDER OF BUSINESS

Ranking of Proposals for District Engineering Services and Selection of District Engineer

Ms. Burns stated there was one response received from the RFQ from Dave Schmitt Engineering, Inc. Ms. Burns suggested that the Board rank Dave Schmitt Engineering #1 and authorize staff to send a Notice of Intent to Award.

On MOTION by Mr. Harper, seconded by Mr. Raza, with all in favor, Ranking of Proposals for District Engineering Services with Dave Schmitt Engineering Ranked #1, Authorizing Counsel to Draft an Agreement, and Authorizing Staff to Send a Notice of Intent to Award to Dave Schmitt Engineering, was approved.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2022-22 Selecting District Records Office Within Polk County

This item was tabled.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-23 Designating the Primary Administrative Office and Principal Headquarters of the District

This item was tabled.

TWELTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry noted that the legislative session has started, and they are monitoring anything that may impact CDDs.

B. Engineer

Mr. Schmitt and Mr. Taylor had nothing further to report, the next item followed.

C. District Manager's Report

Ms. Burns had nothing further to report for the Board.

THIRTEENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being none, the next item followed.

FIFTEENTH ORDER OF BUSINESS

Adjournment

Staff and Board members discussed dates to continue the meeting to. They decided to meet on February 8, 2022 at 11:00 a.m. at the meeting location of the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, FL 33850.

On MOTION by Mr. Raza, seconded by Mr. Harper, with all in favor, the meeting was continued to February 8, 2022 at 11:00 a.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2022-34

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2022-09 TO RESET THE DATE, TIME AND LOCATION OF THE PUBLIC HEARING TO CONSIDER AND HEAR COMMENT ON THE ADOPTION OF AMENDED AND RESTATED RULES OF PROCEDURE; AUTHORIZING PUBLICATION OF NOTICE OF SUCH HEARING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Crossroads Village Center 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 the City of Haines City, 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*.

WHEREAS, on November 10, 2021, at a duly noticed public meeting, the Board adopted Resolution 2022-09, setting a public hearing to consider and hear comment on the adoption of Rules of Procedure for 10:30 a.m. on December 21, 2021; and

WHEREAS, the Board now desires to reset the date of the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. PUBLIC HEARING DATE RESET. Resolution 2022-09 is hereby amended to reflect that the public hearing to adopt the District’s Rules of Procedure is reset to:

Date: April 26, 2022
Time: 10:30 a.m.
Location: Lake Alfred Public Library
245 N. Seminole Ave.
Lake Alfred, FL 33850

SECTION 2. RESOLUTION 2022-09 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2022-09 continue in full force and effect.

SECTION 3. AUTHORIZED TO PUBLISH NOTICE. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 22nd day of February 2022.

ATTEST:

**CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

RULES OF PROCEDURE
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
EFFECTIVE AS OF _____

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Rule 1.0 General.

- (1) The Crossroads Village Center Community Development District (the “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 (the “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.
- (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 (the “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.
- (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 accord 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 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 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 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 or 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 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, but no more than thirty (30) 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. 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 before the meeting/hearing/workshop by contacting the District Manager at (850) 334-9055. 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.”
- (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. 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, 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 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, if it has one. 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 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.
- (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, 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) 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, 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 a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) 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 shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (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) 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 immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules 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 as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(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 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 person as a hearing officer who shall conduct a hearing within 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 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, 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: §§ 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 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 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 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;
 - (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.
- (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, 255.20, 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, 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 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, 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 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, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance

shall be awarded to that company whose response to the Invitation to Bid best meets the overall 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 pre-qualification 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, 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), Fla. Stat., 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.
- (b) 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 10 days after the receipt of the notice of intent, the

hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) 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.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

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, hand delivery, facsimile, 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, 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 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 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 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 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. 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, 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 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. The fact that an Emergency Purchase has occurred or is necessary 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, 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 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, 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 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, 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 (5) percent. 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, 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, 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, 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 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.
- (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 facsimile, 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 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) days 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 on appropriate terms 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 VI

RESOLUTION 2022-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District ("**Board**") to levy, collect and enforce special assessments pursuant to Chapters 170 and 190, *Florida Statutes*; 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* ("**Uniform Method**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT:

1. PUBLIC HEARING. A Public Hearing will be held on the District's intent to adopt the Uniform Method on April 26, 2022, at 10:30 a.m., at Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, FL 33850.

2. PUBLICATION. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of February, 2022.

ATTEST:

**CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

SECTION VII

SECTION A

**CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT DISTRICT**

**PRELIMINARY MASTER ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS**

Prepared for:

**CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

**DAVE SCHMITT ENGINEERING, INC
12301 LAKE UNDERHILL ROAD
ORLANDO, FL 32828
PH: 407-207-9088**

Revised February 14, 2022

CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

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EXHIBIT 8- Summary of Proposed Infrastructure

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PRELIMINARY MASTER ENGINEER'S REPORT
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

I. INTRODUCTION

The Crossroads Village Center Community Development District (the “District” or the “CDD”) is located Southwest of the intersection of Highway 27 and Highway 17-92W, and East of Watts Dairy Road within Haines City, Florida (the “City”), in Polk County (the “County”). The District currently contains approximately 120.03 acres and is expected to consist of the following development schedule along with associated recreation/amenity areas, parks, and associated infrastructure:

Product	Units / Sq.ft	Total Units / Sq.ft
Single Family Units	111 Units	111 Units
Townhomes Units	106 Units	106 Units
Amenity Center	17,752 sf	17,752 sf
Gas Station Building	4,836 sf	4,836 sf
Hotel 1	140 Rooms	140 Rooms
Hotel 2 (Condo Hotel)	120 Rooms	120 Rooms
Store 1	10530 sf	75773 sf
Store 2	10530 sf	
Store 3	12008 sf	
Store 4	7584 sf	
Store 5	12008 sf	
Store 6	7584 sf	
Store 7	15529 sf	
Grocery Store	43475 sf	43475 sf
ALF/Garage Building	160 -180 beds	160 -180 beds
Retail 1	42108 sf	118508 sf
Retail 2	10400 sf	
Retail 3	14200 sf	
Retail 4	22000 sf	
Retail 5	22000 sf	
Shop 1	3900 sf	
Shop 2	3900 sf	
Restaurant 1	5616 sf	54416 sf
Restaurant 2	3900 sf	

Restaurant 3	3900 sf
Restaurant 4	5750 sf
Restaurant 5	3900 sf
Restaurant 6	10450 sf
Restaurant 7	10450 sf
Restaurant 8	10450 sf

The CDD was established by City Ordinance No. 21-1767. The District is anticipated to own and operate the internal roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the Development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, the County, Southwest Florida Water Management District (SWFWMD), Florida Department of Transportation (FDOT) and other applicable agencies with regulatory jurisdiction over the Development, defined below. Any public improvements or facilities acquired by the District will be at the lesser of cost or fair market value. An overall estimate of probable cost of the public improvements is provided in Composite Exhibit 7 of this report.

This “Capital Improvement Plan” or “Master Engineer’s Report” reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to the Master Engineer’s Report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Master Engineer’s Report requires written approval from the District’s Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because

final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

II. PURPOSE AND SCOPE

The purpose of this Master Engineer's Report is to outline the District's master infrastructure plan and provide engineering support the financing of construction, installation, and/or acquisition of public infrastructure improvements necessary to support development within the District. This Master Engineer's Report will identify the proposed public infrastructure improvements to be constructed, installed, and/or acquired by the District, provide an opinion of probable infrastructure cost, and identify anticipated future ownership and maintenance responsibilities.

Contained within this Master Engineer's Report is a brief description of the public infrastructure improvements anticipated to be constructed, installed, and/or acquired by the District. The District will finance, construct, install, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this Master Engineer's Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the District Board of Supervisors, including its staff and consultants.

III. THE DEVELOPMENT

The Development, as defined herein, is a mixed use planned development located Southwest of the intersection of Highway 27 and Highway 17-92W, and East of Watts Dairy Road. The property has a land use of RMU (Regional Mixed Use) and a zoning of MUPUD (Mixed Use Planned Unit Development). The Development will be constructed in three (3) phases. The Development is currently anticipated to consist of 111 single family lots, 106 townhome lots, 12 commercial lots as well as retail, restaurants, assisted living facilities, and hotels and other commercial uses along with recreation/amenity areas, parks and open space, landscaping and hardscaping, and associated infrastructure ("Development").

IV. THE CAPITAL IMPROVEMENT PLAN

The Capital Improvement Plan ("CIP"), consists of public infrastructure improvements necessary to support the development of the various unit types and uses within Development. The primary portions of the CIP will entail master stormwater management facility construction in the mass grading and phase 1, roadways built to an "urban" typical section, water and sewer facilities, and off-site improvements required by development approvals to support development of the remaining phases of the Development (including, but not necessarily limited to, roadway improvements and extension of water and sewer mains to serve the Development). The CIP also includes stormwater management structures which will outfall into an on-site stormwater management retention pond. These stormwater management structures, and retention pond areas comprise the overall stormwater facilities of the CIP. The stormwater system in phases 2 & 3 will tie into existing stub outs from the mass grading and phase 1. There will also be master infrastructure improvements associated with the remaining phases of the Development as provided in this Master Engineer's Report.

Installation of the water distribution and wastewater collection system will occur as needed in each phase. Below ground installation of telecommunications and cable TV will occur but will not be funded by the District. Installation of streetlights and power conduits within the right of way or easements is anticipated to be funded by the District. Only undergrounding of wire within

right-of-way areas and on District land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be constructed within the Development. The public park/amenity center will have connectivity to each of the other phases via sidewalks to the other portions of sidewalk and will be accessible by both sidewalks as well as roadways within the District.

V. CAPITAL IMPROVEMENT PLAN INFRASTRUCTURE COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will runoff via roadway curb and gutter to storm inlets and then convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize wet detention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, SWFWMD and FDOT. There are no known natural surface waters within the Development other than the on-site wetlands. The project site is in the Peace Creek basin.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0357G effective 12/22/2016, demonstrates that more than half of the property is located within Flood Zone AE (BFE's: 124.6 & 125 FT) while the rest is in Zone X and a small portion in the 500-year floodplain. Based on this information and the site topography, floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity.

The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Internal Roadways and Parking Facility

The proposed internal roadway sections vary in the project site.

- 48' & 50' rights-of-way with 24' of asphalt and Miami curb and gutter on both sides for the single family and townhome residential units.
- 100' right-of-way with 48' of asphalt, a 24' median and Type F curb and gutter on both sides for the main streets.

The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. Parking facilities, including surface lots and a parking garage, are anticipated to be constructed as well. As stated above, the District's anticipated funding of roadway construction will be limited only to those internal roadways within the Development which will be accessible for use by the public (i.e. any portions of roadway which may be constructed behind hard-gates will not be financed by the District).

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the development. The water service provider will be the City of Haines City Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the lands within the District. Phase 1 will tie into the existing 16" WM on HWY 27. Phase 2 will have a new connection and tie into the 12" WM on HWY 17-92. Phase 4 will have a new connection on Watt's Dairy Road with an 8" WM. Reclaimed water is not available for this site. A connection to the potable water system is

anticipated to be constructed and funded by the District and to be installed onsite to provide irrigation within the right of way or irrigation water service shall be provided as part of the domestic water system design.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual residential and commercial lots. Phase 1 lift station will serve Phase 1 & future phase 4. The 6" force main ("FM") will tie into an existing 6" FM on Florida Avenue. Phase 2 lift station will serve phases 2,3 & 5. The 6" FM will tie into an existing 6" FM exiting the City's LS#11 on Moss Ave. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District anticipates providing financing for the HWY 27 and HWY 17-92 roadway improvements, associated signals, Watts Dairy drainage improvements and the off-site water and sewer improvements currently planned. The site construction activities associated with the CIP are anticipated for completion in Phase 1 & 2 and are anticipated to include 2 driveway connections on HWY 27 and HWY 17-92. Upon completion of these improvements, inspection/certifications will be obtained from the FDOT, SWFWMD, the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection), and the City/County.

There are 2 proposed FM's to be built in Phase 1 & 2. The first FM will tie into an existing City's FM on Florida Ave and will cross under HWY 27. The second FM will also tie into an existing City's FM on Moss Ave and will cross under HWY 17-92. At this time, there are no impact fee credits associated with the beforementioned off-site improvements; however, the developer is currently in negotiation with various governmental entities for said credits. Should improvements give rise to impact fees at a later date, this report will be amended accordingly.

Amenities and Parks

The District currently plans to provide funding for an Amenity Center anticipated to include the following: parking area, clubhouse and pavilion with restroom facilities, pool, tot lot, all-purpose

play field, and walking trails between the phases to provide connectivity to the Amenity Center, and passive parks throughout the Development which will include benches and walking trails. All paths, parks, etc. discussed in this paragraph and anticipated to be financed by the District will be available to the general public.

Electric and Lighting

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by DUKE. Electric facilities which are funded by the District will be owned and maintained by the District, with DUKE providing underground electrical service to the Development. The CDD presently intends to purchase and install the street lighting along the internal roadways within the CDD or enter into a lease with DUKE. These lights will either be owned, operated and maintained by the District or if leased by DUKE after dedication, with the District financing the differential cost of undergrounding of the electric utilities.

Entry Features, Landscaping, Hardscaping, and Irrigation

Landscaping, irrigation, and hardscaping, including entry features and walls at the entrances and along the outside boundary of the Development are planned to be provided by the District. The irrigation system will connect to the potable water system. The irrigation watermain to the various phases of the Development are anticipated to be financed and constructed or acquired by the District and to be operated and maintained by the District. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the Development. Perimeter fencing will be provided at the site entrances and perimeters. These items are also anticipated to be funded, owned and maintained by the District.

Wetland Mitigation

Wetland impacts within the District currently require 50.0 +/- acres of wetlands and uplands to be preserved via a conservation easement as set forth in the application for the SWFWMD permit for the development. Final approval of the wetland mitigation plan by the SWFWMD and the United States Army Corps of Engineers & FDEP may require modification to the mitigation plan.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are currently planned to be financed by the District with the intention of benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the Development for the intended mixed residential and commercial uses. The costs included in this Master Engineer's Report include professional services necessary for completing the infrastructure described herein, including (i) engineering, surveying, and other professional fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are necessary for design, permitting, construction, and acceptance of the public improvements.

VI. PERMITTING

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City construction plan approval.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

Overall

Permits / Approvals	Approval / Expected Date
City Zoning Approval	TBD
City Preliminary Plat	TBD
City Master Utility	TBD
City Master Drainage	TBD
SWFWMD ERP (Mass Grading)	TBD
ACOE	TBD

PHASE 1

Permits / Approvals	Approval / Expected Date
SWFWMD ERP (Phase 1 MOD)	TBD
Construction Plans Haines City (Phase 1)	TBD
Construction Plans Haines City (Off-Site)	TBD
Construction Plans Polk County (R/W)	TBD
Polk County Health Department Water (Phase 1)	TBD
Polk County Health Department Water (Off-Site)	TBD
FDEP Sewer (Phase 1)	TBD
FDEP Sewer (Off-Site)	TBD
NPDES (FDEP NOI)	TBD
FDOT Utility, Driveway & Drainage	TBD

PHASE 2

Permits / Approvals	Approval / Expected Date
SWFWMD ERP Phase 2 (MOD)	TBD
Construction Plans Haines City (Phase 2)	TBD
Polk County Health Department Water (Phase 2)	TBD
Polk County Health Department Water (Offsite)	TBD
FDEP Sewer (Phase 2)	TBD
FDEP Sewer (Off-Site)	TBD
NPDES (FDEP NOI)	TBD
FDOT Utility, Driveway & Drainage	TBD

PHASE 3

Permits / Approvals	Approval / Expected Date
SWFWMD ERP Phase 3 (MOD)	TBD
Construction Plans Haines City (Phase 3)	TBD
FDEP Sewer (Phase 3)	TBD
Polk County Health Department Water (Phase 3)	TBD
NPDES (FDEP NOI)	TBD

VII. RECOMMENDATION

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the City. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the City, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the City regulations.

VIII. REPORT MODIFICATION

During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

IX. CONCLUSION

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and

the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built-in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the County, which we believe to be necessary to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed CIP can be completed at the cost as stated.

Composite Exhibit 7
Crossroads Village Center Community Development District
Summary of Proposed Infrastructure

<u>Infrastructure</u>	<u>Construction Entity</u>	<u>Ownership Entity</u>	<u>Capital Financing¹</u>	<u>Operation & Maintenance Entity</u>
Stormwater Management Facilities	District	District	District	District
Water and Wastewater Utilities (Lift Stations, Water, & Sewer) ²	District	City of Haines City	District	City of Haines City
Electric and Lighting Utilities (Street Lighting & Conduit) ³	District	District	District	District
Internal Roadway Improvements and Parking ⁴	District	District	District	District
Offsite Roadway Improvements ⁵	District	Applicable Governmental Entity	District	Applicable Governmental Entity
Entry Feature & Signage, Landscaping, Hardscaping, & Fencing	District	District	District	District
Amenities and Park Facilities	District	District	District	District
Offsite Utility Improvements ⁶	District	City of Haines City	District	City of Haines City

¹ Infrastructure costs not funded utilizing District bond proceeds are anticipated to be financed by the developer.

² Utility improvements constructed by the District shall be constructed in accordance with City specifications and conveyed to the City upon completion.

³ Undergrounding of conduit for streetlighting is anticipated to be financed and installed by the District; the District anticipates entering into a lighting service agreement with DUKE Energy for the lease of streetlight poles and provision of lighting service.

⁴ Internal master roadway improvements are anticipated to be financed, constructed, owned, and maintained by the District.

⁵ Offsite master roadway improvements are anticipated to be financed and constructed by the District and to be constructed, owned, and maintained in accordance with applicable development orders and/or approvals.

⁶ Offsite utility improvements are anticipated to be financed and constructed by the District and to be constructed, owned, and maintained in accordance with applicable development orders and/or approvals.

Composite Exhibit 7
Crossroads Village Center Community Development District
Summary of Probable Infrastructure Costs

<u>Infrastructure</u>^{1,2}	<u>Mass Grading</u>	<u>Phase 1</u> <u>2022-2023</u>	<u>Phase 2</u> <u>2023-2024</u>	<u>Phase 3</u> <u>2024-2025</u>	<u>Total</u>
Stormwater Management Facilities ³	\$16,754,784.50	\$2,401,750.00	\$1,186,659.00	\$533,849.50	\$20,877,043.00
Utilities (Lift Stations, Water, Sewer, Street Lighting, & Conduit)	N/A	\$2,244,856.00	\$1,343,819.00	\$617,742.25	\$4,206,417.25
Internal Roadway Improvements and Parking ⁴	N/A	\$3,839,573.80	\$6,285,695.50	\$852,584.00	10,977,853.30
Entry Feature & Signage, Landscaping, Hardscaping, & Fencing	N/A	\$1,334,546.00	\$2,956,327.00	\$2,956,327.00	\$7,247,200.00
Amenities and Park Facilities	N/A	\$3,643,747.00	N/A	N/A	3,643,747.00
Offsite Roadway Improvements ^{5 6 7}	N/A	\$2,198,060.60	\$1,053,403.50	N/A	\$3,251,464.10

¹ Master infrastructure improvements consist of stormwater management facilities, utilities including sanitary sewer lift stations, water, sewer, electrical conduit, and streetlighting improvements, offsite utility infrastructure, internal and offsite roadway improvements, parks and recreational facilities, as well as entry features, landscaping, hardscaping, and signage.

² Infrastructure cost estimates include master and subdivision infrastructure costs as well as civil/site engineering costs; all costs are based on 2021 costs.

³ Includes mass grading and stormwater pond excavation; cost estimates do not include grading of individual lots for building pad construction or associated with the transportation and/or placement of fill on private property.

⁴ Internal roadway improvement cost estimates include sub-grade, base, asphalt paving, and curbing costs and parking areas.

⁵ External roadway improvement cost estimates include sub-grade, base, asphalt paving, and curbing costs.

⁶ \$1,000,000.00 added for Two Off-Site Signals (\$500,000.00 Each)

⁷ \$200,000.00 added for Off-Site Watts Dairy Drainage

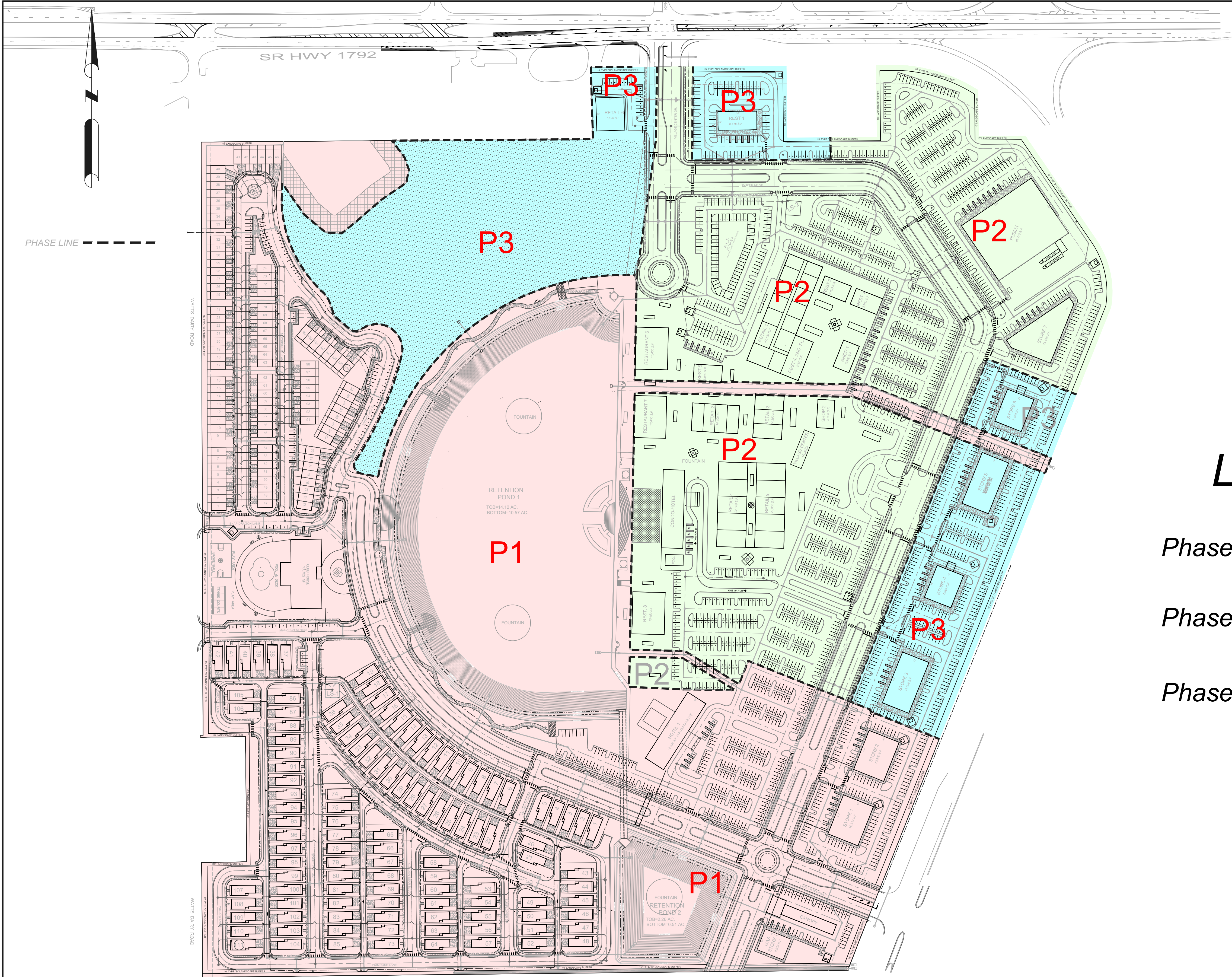
Parking Garage ⁸	N/A	N/A	\$8,695,000.00	N/A	\$8,695,000.00
Wetland Mitigation ⁹	\$4,000,000.00	N/A	N/A	N/A	\$4,000,000.00
Offsite Utility Improvements	N/A	\$390,105.00	\$70,810.00	N/A	\$460,915.00
15% Contingency ¹⁰	\$3,113,217.68	\$2,407,895.76	\$3,238,757.10	\$744,075.41	\$9,503,945.95
TOTAL	\$22,830,262.95	\$18,460,534.16	\$24,830,471.10	\$5,704,578.16	\$72,863,585.60

⁸ Parking Garage for Assisted Living is based on 470 parking spaces at \$18,500.00/parking space.

⁹ Wetland impacts within the District currently require 50.0 +/- acres of wetlands and uplands to be preserved via a conservation easement as set forth in the application for the SWFWMD permit for the development. Final approval of the wetland mitigation plan by the SWFWMD and the United States Army Corps of Engineers & FDEP may require modification to the mitigation plan.


¹⁰ Contingency cost estimate reflected is applicable to overall system of master infrastructure improvements and is therefore effectively shared by all phases of project development plus professional fees and any soft costs. The costs included in this Master Engineer's Report 15% contingency include professional services necessary for completing the infrastructure described herein, including (i) engineering, surveying, and other professional fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are necessary for design, permitting, construction, and acceptance of the public improvements.

F:\BMG1\CDD\New 2021-10-21\bm-g-1 psp master plan exhibit 10-7-2021.dwg,10/25/2021 2:35:43 PM



LEGEND

- Phase 1
- Phase 2
- Phase 3



**DAVE SCHMITT
ENGINEERING, INC.**
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

CONTRACTOR "AS-BUILTS"

I hereby state that these "As-BUILTS" were furnished to me by the contractor listed below. I, or an employee under my direct supervision have reviewed these "As-BUILTS" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon site observations of the construction.

Contractor _____ Engineer _____

Not valid without the signature and the original raised seal of a Florida Registered Engineer.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

MASTER PLAN
CROSSROADS VILLAGE CENTER
HAINES CITY, FLORIDA

DATE: FEB 2021
PROJECT NO.: BMG-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: 1" = 150'
SHEET: 1 OF 1



NTS



F:\BMG1\CD0 Exhibits\EXHIBIT 1 - LOCATION MAP.dwg/6/16/2021 11:19:58 AM



DAVE SCHMITT
ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32838
407-207-9088 FAX 407-207-9089
Certification of Authorization # 27471

CONTRACTOR'S DECLARATION

I hereby state that these "As-Built" were furnished to me by the contractor listed below, I or an employee under my direct supervision have reviewed these "As-Built" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon the observations of the construction.

Contractor: _____ Engineer: _____
Not valid without the signature and the original stamp and of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

EXHIBIT 1 - LOCATION MAP
CROSSROADS VILLAGE CENTER

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE:
SHEET: 1

LEGAL DESCRIPTION

PROPERTY DESCRIPTION: (D.R. 10954/1095)

Parcel 2: BEGIN at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence N89°29'23"E, along the South boundary thereof, 395.72 feet; thence N21°53'00"E, 837.46 feet; thence N23°07'00"W, 26.08 feet; thence N68°07'00"W, 607.56 feet; thence S21°53'00"W, 1113.22 feet to point on the South boundary of the Southwest 1/4 of said Section 30; thence N89°36'23"E, along said South boundary, 281.10 feet to the POINT OF BEGINNING; AND

Parcel 4 (Revised 1/27 /86): Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida; run thence N89°29'23"E, along the South boundary thereof, 464.42 feet to a point on the Westerly right-of-way line of U.S. Highway 27, said point being on a curve concaved Southeasterly, having a radius of 11459.19 feet; thence on a chord bearing of N21°22'25"E, a chord distance of 170.36 feet to the end of said curve; thence N21°53'00"E along said Westerly right-of-way line, 1554.42 feet to the POINT OF BEGINNING; thence continue N21°53'00"E, along said Westerly right-of-way line, 260.00 feet to the intersection with a curve concaved Westerly, having a radius of 260.00 feet, a chord bearing of N12°17'40"W, a chord distance of 193.82 feet; thence Northwesterly along the ore of said curve through a central angle of 43°46'02", an arc distance of 198.62 feet to the end of said curve; thence N34°10'00"W, along D.O.T. right-of-way, 347.16 feet; thence S89°47'53"W, 130.41 feet; thence 00°20'31" W, 129.00 feet to a point on a curve concaved Southwesterly, having a radius of 450.00 feet, a chord bearing of N71°56'53"W, a chord distance of 226.77 feet; thence Northwesterly along the arc of said curve through a central angle of 29°11'15", an arc distance of 229.24 feet to the end of said curve; thence S89°47'53"W, 67.91 feet; thence S00°20'31"E, 200.00 feet; thence S30°42'55"E, 755.33 feet; thence S68°07'00"E, 180.00 feet to the POINT OF BEGINNING; AND

Parcel 3: Commence at the Southeast corner of the Southwest 1/4 of Section 30, Township 27 South, Range 27 East, run thence S89°36'23"W, along the South boundary thereof, 281.10 feet to the POINT OF BEGINNING; thence N21°53'00"E, 1799.98 feet; thence N32°29'52"W, 772.19 feet; thence S89°47'53"W, 1303.07 feet to a point on the Easterly right-of-way line of Watts Dairy Road; thence S00°02'22"W, 1650.98 feet to the end of said right-of-way; thence N89°57'38"W, 6.25 feet to a point on the Westerly boundary of the East 1/2 of the Southwest 1/4; thence S00°13'47"E, 5.73 feet; thence N89°23'34"E, 125.00 feet; thence S00°13'47"E, 348.48 feet; thence S89°23'34"W, 125.00 feet; thence S00°13'47"E, 318.95 feet to the Southwest corner of the East 1/2 of the Southwest 1/4; thence N89°36'23"E, along the South boundary of said East 1/2 of the Southwest 1/4, 1051.73 feet to the POINT OF BEGINNING;

LESS AND EXCEPT Parcel 9-A: Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida; run thence N89°29'23"E, along the South boundary thereof, 395.72 feet; thence N21°53'00"E, 837.46 feet; thence N23°07'00"W, 26.08 feet; thence N68°07'00"W, 569.36 feet to the POINT OF BEGINNING; thence continue N68°07'00"W, 70.20 feet; thence N21°53'00"E, 686.76 feet; thence N31°58'21"W, 762.46 feet; thence S34°51'58"E, 820.20 feet; thence S21°53'00"W, 686.76 feet to the POINT OF BEGINNING.

PROPERTY DESCRIPTION: (D.R. 10801/452-453)
Parcel ID Number: 30-27-27-000000-023020 and 023050
LEGAL #1 (Revised 1/27 /85)

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet to the Point Of Beginning; thence continue North 59° 29' 23" East 68.70 feet to point on the Westerly right-of-way line of U.S. Highway 27, said point being on a curve concaved Southeasterly, having a radius of 11459.19 feet, a chord bearing of North 21° 22' 25" East, a chord distance of 170.36 feet; thence Northeasterly along the arc of said curve, through a central angle of 00° 51' 07", an arc distance of 170.36 feet to the end of said curve; thence North 21° 53' 00" East, along said Westerly right-of-way line, 1554.42 feet; thence North 68° 07' 00" West 180.00 feet; thence North 30° 42' 55" West, 755.33 feet; thence South 89° 47' 53" West, 250.00 feet; thence North 00° 20' 31" West, 200.00 feet to a point on the Southerly right-of-way line of U.S. Highway 17-92; thence South 89° 47' 53" West along said Southerly right-of-way line, 329.07 feet; thence South 00° 37' 09" East, 200.00 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West, 686.76 feet; thence South 68° 07' 00" East, 549.36 feet; thence South 23° 07' 00" East, 26.08 feet; thence South 21° 53' 00" West, 837.46 feet to the Point of Beginning. Containing 22.66 acres MORE OR LESS.

LEGAL #2A Revised

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 549.36 feet to the Point of Beginning; thence continue North 68° 07' 00" West , 70.20 feet; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 762.46 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West 686.76 feet to the Point of Beginning. Containing 1.47 Acres.

Legal description for Parcel 9-A

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 549.36 feet to the Point of Beginning; thence continue North 68° 07' 00" West , 70.20 feet; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 762.46 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West 686.76 feet to the Point of Beginning. Containing 1.47 Acres.

Legal description for Parcel 9-A

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 549.36 feet to the Point of Beginning; thence continue North 68° 07' 00" West , 70.20 feet; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 762.46 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West 686.76 feet to the Point of Beginning. Containing 1.47 Acres.

Legal description for Parcel 9-A

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida; run thence North 89° 29' 23" East, along the South boundary of said Southeast 1/4, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 619.56 feet to the Point of Beginning; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 244.00 feet; thence South 77° 23' 13" West, 296.79 feet; thence South 66° 45' 32" West, 177.40 feet; thence North 67° 20' 41" West, 124.62 feet; thence South 86° 27' 38" West, 97.19 feet; thence South 43° 35' 56" West, 202.95 feet; thence South 89° 47' 53" West, 31.36 feet; thence South 34° 26' 36" West, 380.15 feet; thence South 00° 02' 22" West, 290.60 feet; thence South 34° 21' 54" East, 380.14 feet; thence North 43° 48' 23" East, 135.79 feet; thence North 76° 17' 35" East, 126.61 feet; thence North 23° 09' 03" East, 157.70 feet; thence North 88° 53' 15" East, 103.02 feet; thence South 45° 48' 46" East, 199.42 feet; thence South 82° 44' 12" East, 102.83 feet; thence North 38° 48' 43" East, 214.22 feet; thence North 68° 07' 00" West, 50.00 feet to the Point of Beginning. Containing 19.81 acres more or less



DAVE SCHMITT
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12301 LAKE UNDERHILL ROAD
SUITE 241
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407-207-9088 FAX 407-207-9089
Certification of Authorization # 27471

CONTRACTOR'S CERTIFICATE

I hereby state that these "As-Built" were furnished to me by the contractor listed below, I, or an employee under my direct supervision have reviewed these "As-Built" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon the observations of the contractor.

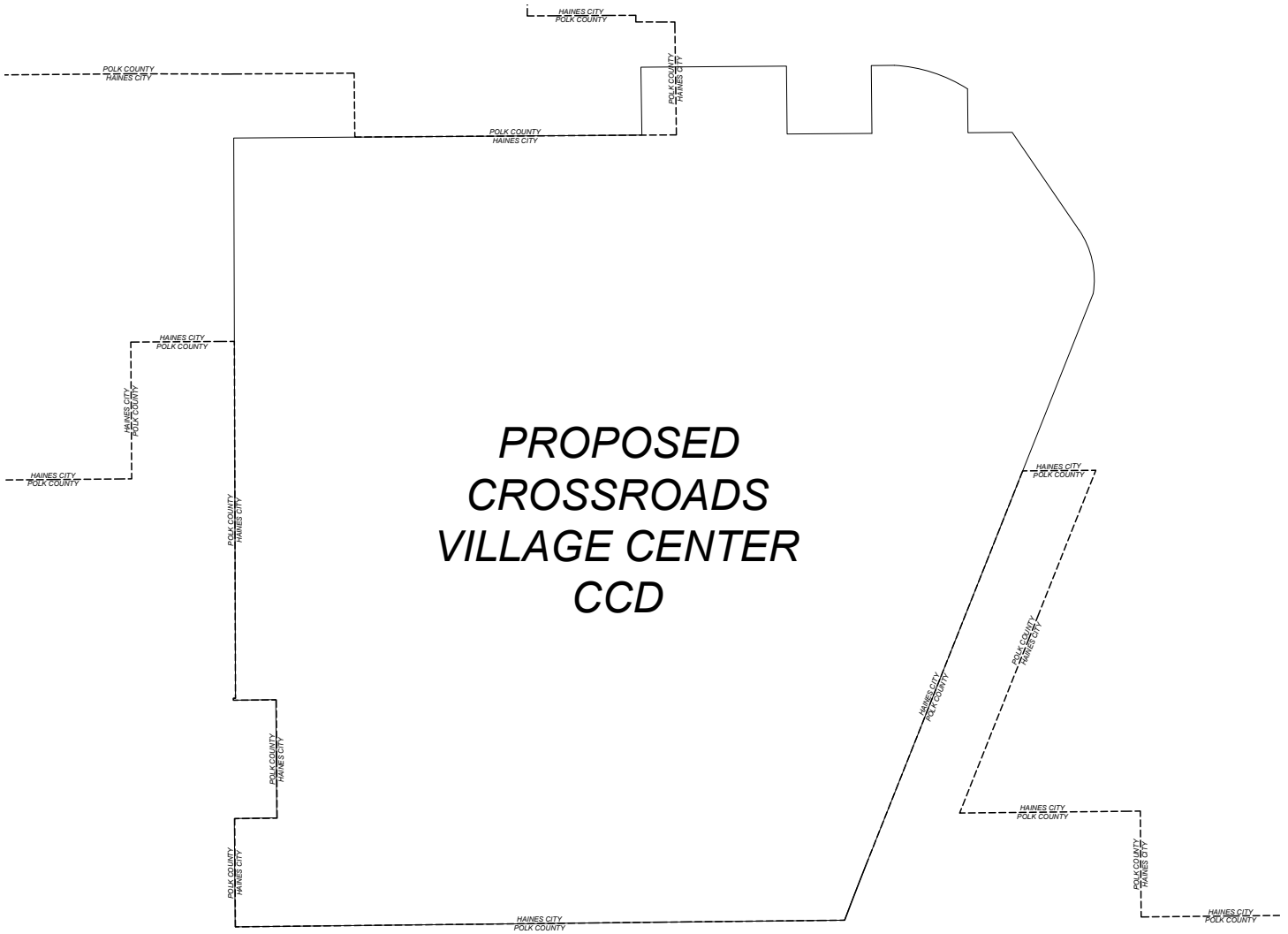
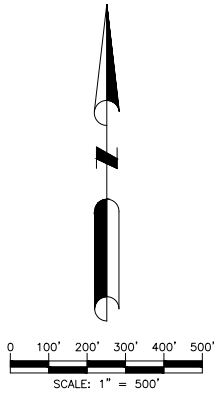
Contractor: _____ Engineer: _____
Not valid without the signature and the original stamp of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
46274

EXHIBIT 2 - LEGAL DESCRIPTION CROSSROADS VILLAGE CENTER

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE:
SHEET: 2



F:\BMG1 CDD Exhibits\EXHIBIT 3 - DISTRICT BOUNDARY MAP.dwg, 6/16/2021, 2:52:26 PM



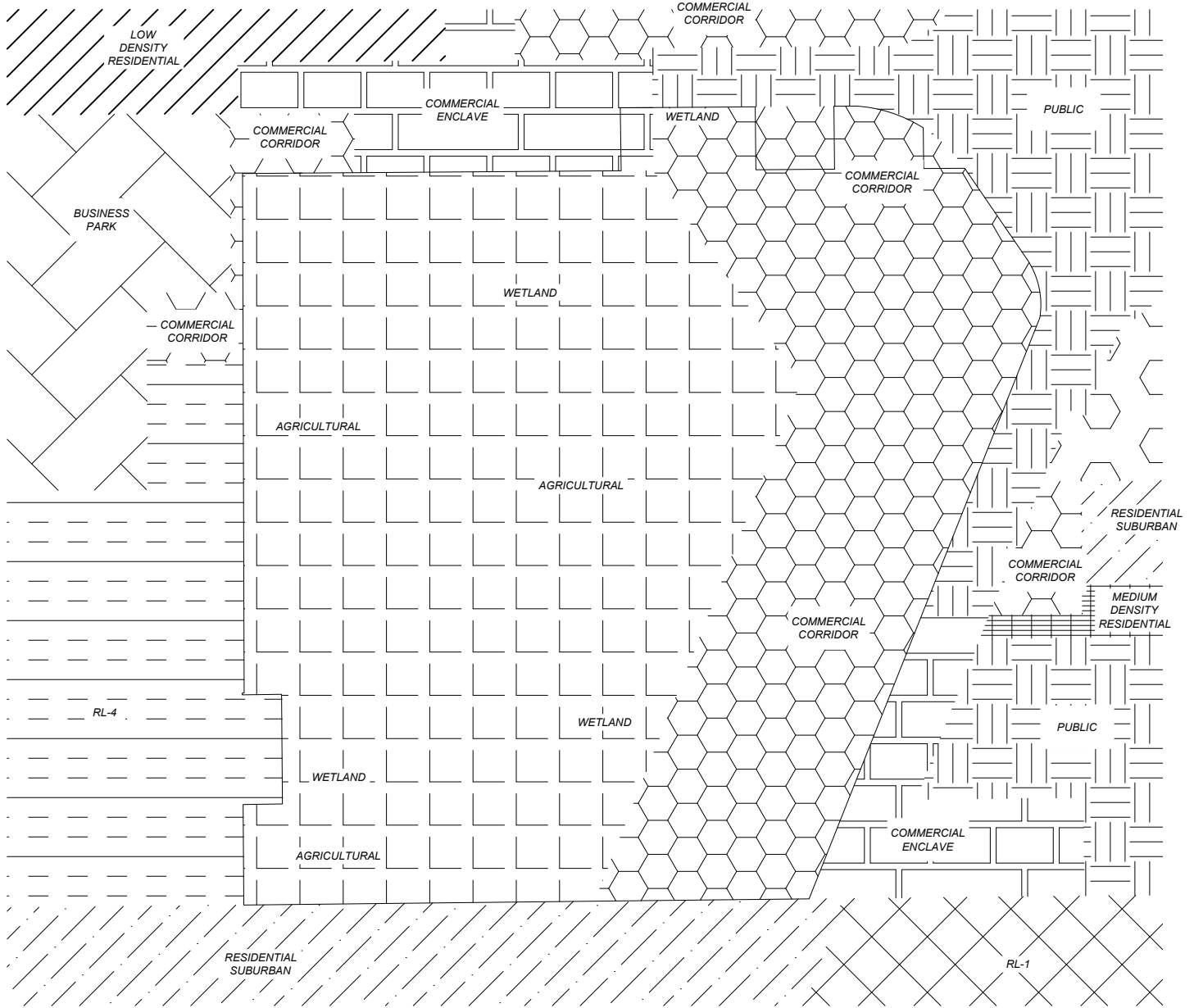
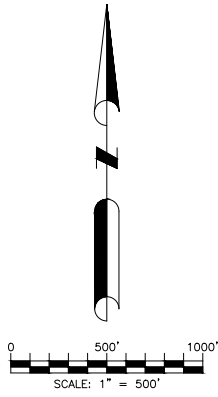
**DAVE SCHMITT
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Certification of Authorization # 27471

CONTRACTOR "AS-BUILT"
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Contractor _____ Engineer _____
Not valid without the signature and the original sealed seal of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

EXHIBIT 3 - DISTRICT BOUNDARY MAP CROSSROADS VILLAGE CENTER CDD	DATE: JUNE 2021
	PROJECT NO.: BMG-1
	DRAWN BY: DLS
	CHECKED BY: DMS
SCALE:	
SHEET: 3	



F:\BMG1\CD0 Exhibits\EXHIBIT 4 - FUTURE LAND USE MAP.dwg, 6/17/2021, 3:36:47 PM



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407-207-9088 FAX 407-207-9089
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CONTRACTOR'S CERTIFICATE

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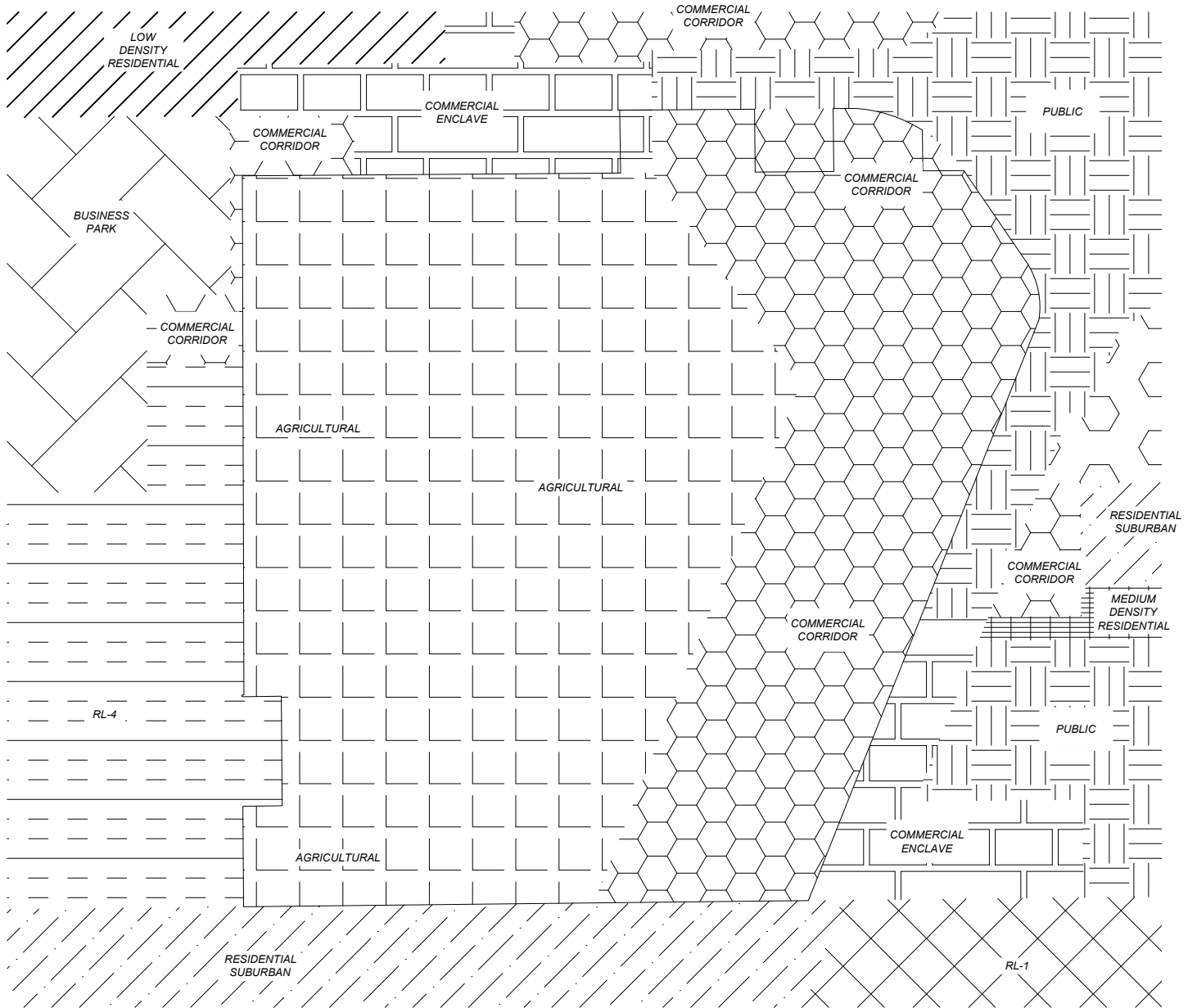
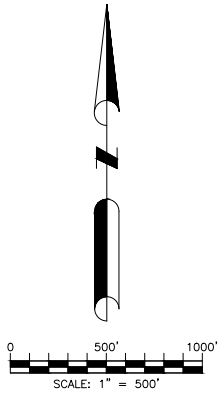
Contractor _____ Engineer _____
Not valid without the signature and the original sealed seal of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

**EXHIBIT 4 - FUTURE LAND USE
CROSSROADS VILLAGE CENTER CDD**

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE: 1"=500
SHEET: 4



F:\BMG1\CD\Exhibits\EXHIBIT 5 - ZONING MAP.dwg,12/3/2019 6:38:27 PM



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ORLANDO, FL 32838
407-207-9084 FAX 407-207-9089
Certification of Authorization # 27471

CONTRACTOR'S CERTIFICATE

I hereby state that these "As-Built" were furnished to me by the contractor listed below, I or an employee under my direct supervision have reviewed these "As-Built" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon the observations of the contractor.

Contractor: _____ Engineer: _____
Not valid without the signature and the original sealed seal of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

EXHIBIT 5 - ZONING MAP
CROSSROADS VILLAGE CENTER CDD

DATE: JULY 2019
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE: 1"=500'
SHEET: 5



0 500' 1000'
SCALE: 1" = 1000'



F:\BKG1\CDD Exhibits\EXHIBIT 6 - DRAINAGE MAP.dwg, 6/17/2021 3:44:00 PM



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407-207-9086 FAX 407-207-9089
Certification of Authorization # 27471

CONTRACTOR "AS-BUILT"

I hereby state that these "As-Built" were furnished to me by the contractor listed below, I, or an employee under my direct supervision have reviewed these "As-Built" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon the observation of the construction.
Contractor _____ Engineer _____
Not valid without the signature and the original sealed seal of a Florida Registered Engineer.

REVISIONS	
DATE	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

**EXHIBIT 6 - DRAINAGE FLOW PATTERN
MAP
CROSSROADS VILLAGE CENTER CDD**

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE:
SHEET: 6

SR HWY 17-92

SR HWY 17-92

US HWY 27

EXISTING 12" PVC WATER MAIN

EXISTING 6" PVC
FORCE MAIN

EXISTING 16" PVC
WATER MAIN

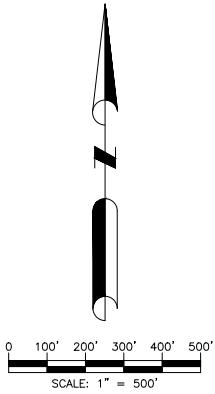
PROPOSED CROSSROADS VILLAGE CENTER CDD

US HWY 27

S F STREET

WEST FLORIDA AVE

EXISTING 6" PVC
FORCE MAIN



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SUITE 241
ORLANDO, FL 32838
407-207-9088 FAX 407-207-9089
Certification of Authorization # 27471

CONTRACTOR "AS-BUILT"

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Contractor _____ Engineer _____
Not valid without the signature and the original sealed seal of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
46274

EXHIBIT 6 - UTILITY LOCATION MAP CROSSROADS VILLAGE CENTER CDD

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAMI
CHECKED BY: DMS
SCALE:
SHEET: 6

SECTION B

**MASTER
ASSESSMENT METHODOLOGY

FOR

CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT DISTRICT**

Date: February 22, 2022

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801**

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

1.0 Introduction

The Crossroads Village Center Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$93,000,000 of bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Engineer’s Report dated February 14, 2022, prepared by Dave Schmitt Engineering Inc, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvements. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments (“Special Assessments”) on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 120 acres within Haines City, Florida. The development program for the District currently envisions approximately 217 residential units, 120 assisted living units, 140 hotel units and 305.09 commercial units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, mass grading and master stormwater, roadway drainage, utility

facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.

- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$72,863,584. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$93,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$93,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$93,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$72,863,584. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$93,000,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, electrical utilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There are five product types within the planned development. The single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Townhome units have been set at .75 ERU. Assisted Living, Hotel, and Commercial are set at .5 ERU. Table 4 shows the allocation of benefit to the particular product types. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, mass grading and master stormwater, roadway drainage, utility facilities, electrical utilities, street lighting, roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the Capital Improvements actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Townhome	106	0.75	80
Assisted Living	180	0.50	90
Hotel	260	0.50	130
Single Family	111	1.00	111
Commercial - Per 1k Sq Feet	314.76	0.50	157
Total Units	972		568

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2 CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT PLAN COST ESTIMATES MASTER ASSESSMENT METHODOLOGY	
Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements - Roadway	\$3,251,464
Offsite Improvements - Utility	\$460,915
Stormwater Management	\$20,877,043
Utilities (Water, Sewer, & Reuse)	\$4,206,417
Roadway	\$10,977,853
Landscape, Hardscape, Fencing	\$7,247,200
Parks and Recreation	\$3,643,747
Wetland Mitigation	\$4,000,000
Parking Garage	\$8,695,000
Contingency	\$9,503,945
	<u>\$72,863,584</u>

(1) A detailed description of these improvements is provided in the Engineer's Report dated February 14, 2022

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 72,863,584
Debt Service Reserve	\$ 6,756,349
Capitalized Interest	\$ 11,160,000
Underwriters Discount	\$ 1,860,000
Cost of Issuance	\$ 220,000
Contingency	\$ 140,067
Par Amount*	\$ 93,000,000

Bond Assumptions:	
Interest Rate	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

TABLE 4 CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF IMPROVEMENT COSTS MASTER ASSESSMENT METHODOLOGY						
Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	106	0.75	80	16.64%	\$ 12,121,568	\$114,354
Assisted Living	120	0.5	60	12.56%	\$ 9,148,353	\$76,236
Hotel	140	0.5	70	14.65%	\$ 10,673,079	\$76,236
Single Family	111	1	111	23.23%	\$ 16,924,454	\$152,473
Commercial - Per 1k Sq	314.76	0.5	157	32.93%	\$ 23,996,131	\$76,236
Totals	792		478	100.00%	\$ 72,863,584	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5 CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY						
Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Townhome	106	\$	12,121,568	\$	15,471,457	\$145,957
Assisted Living	120	\$	9,148,353	\$	11,676,571	\$97,305
Hotel	140	\$	10,673,079	\$	13,622,667	\$97,305
Single Family	111	\$	16,924,454	\$	21,601,657	\$194,610
Commercial - Per 1k Sq Feet	314.76	\$	23,996,131	\$	30,627,647	\$97,305
Totals	792	\$	72,863,584	\$	93,000,000	

* Unit mix is subject to change based on marketing and other factors

TABLE 6

**CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	Allocation of Par Debt Per Product		Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt		Gross Annual Debt		
		Type				Assessment Per Unit	Assessment Per Unit (1)			
Townhome	106	\$	15,471,457	\$145,957	\$	1,123,985	\$	10,604	\$	11,402
Assisted Living	120	\$	11,676,571	\$97,305	\$	848,290	\$	7,069	\$	7,601
Hotel	140	\$	13,622,667	\$97,305	\$	989,672	\$	7,069	\$	7,601
Single Family	111	\$	21,601,657	\$194,610	\$	1,569,337	\$	14,138	\$	15,202
Commercial - Per 1k Sq Feet	314.76	\$	30,627,647	\$97,305	\$	2,225,065	\$	7,069	\$	7,601
Totals	792	\$	93,000,000		\$	6,756,349				

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
VC ONE LLC	27-27-30-0000000-023010	68.36	\$774,806	\$ 52,965,758	\$ 3,847,905	\$ 4,137,532
VC ONE LLC	27-27-30-0000000-023020	22.85	\$774,806	\$ 17,704,324	\$ 1,286,200	\$ 1,383,011
VC ONE LLC	27-27-30-0000000-023050	21.69	\$774,806	\$ 16,805,549	\$ 1,220,905	\$ 1,312,801
VC ONE LLC	27-27-30-0000000-023070	7.13	\$774,806	\$ 5,524,369	\$ 401,339	\$ 431,548
Totals		120.03		\$ 93,000,000	\$ 6,756,349	\$ 7,264,891

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$6,756,349

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

LEGAL DESCRIPTION

PROPERTY DESCRIPTION: (D.R. 10954/1095)

Parcel 2: BEGIN at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence N89°29'23"E, along the South boundary thereof, 395.72 feet; thence N21°53'00"E, 837.46 feet; thence N23°07'00"W, 26.08 feet; thence N68°07'00"W, 607.56 feet; thence S21°53'00"W, 1113.22 feet to point on the South boundary of the Southwest 1/4 of said Section 30; thence N89°36'23"E, along said South boundary, 281.10 feet to the POINT OF BEGINNING; AND

Parcel 4 (Revised 1/27/86): Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida; run thence N89°29'23"E, along the South boundary thereof, 464.42 feet to a point on the Westerly right-of-way line of U.S. Highway 27, said point being on a curve concaved Southeasterly, having a radius of 11459.19 feet; thence on a chord bearing of N21°22'25"E, a chord distance of 170.36 feet to the end of said curve; thence N21°53'00"E along said Westerly right-of-way line, 1554.42 feet to the POINT OF BEGINNING; thence continue N21°53'00"E, along said Westerly right-of-way line, 260.00 feet to the intersection with a curve concaved Westerly, having a radius of 260.00 feet, a chord bearing of N12°17'40"W, a chord distance of 193.82 feet; thence Northwesterly along the ore of said curve through a central angle of 43°46'02", an arc distance of 198.62 feet to the end of said curve; thence N34°10'00"W, along D.O.T. right-of-way, 347.16 feet; thence S89°47'53"W, 130.41 feet; thence 00°20'31"W, 129.00 feet to a point on a curve concaved Southwesterly, having a radius of 450.00 feet, a chord bearing of N71°56'53"W, a chord distance of 226.77 feet; thence Northwesterly along the arc of said curve through a central angle of 29°11'15", an arc distance of 229.24 feet to the end of said curve; thence S89°47'53"W, 67.91 feet; thence S00°20'31"E, 200.00 feet; thence S30°42'55"E, 755.33 feet; thence S68°07'00"E, 180.00 feet to the POINT OF BEGINNING; AND

Parcel 3: Commence at the Southeast corner of the Southwest 1/4 of Section 30, Township 27 South, Range 27 East, run thence S89°36'23"W, along the South boundary thereof, 281.10 feet to the POINT OF BEGINNING; thence N21°53'00"E, 1799.98 feet; thence N32°29'52"W, 772.19 feet; thence S89°47'53"W, 1303.07 feet to a point on the Easterly right-of-way line of Watts Dairy Road; thence S00°02'22"W, 1650.98 feet to the end of said right-of-way; thence N89°57'38"W, 6.25 feet to a point on the Westerly boundary of the East 1/2 of the Southwest 1/4; thence S00°13'47"E, 5.73 feet; thence N89°23'34"E, 125.00 feet; thence S00°13'47"E, 348.48 feet; thence S89°23'34"W, 125.00 feet; thence S00°13'47"E, 318.95 feet to the Southwest corner of the East 1/2 of the Southwest 1/4; thence N89°36'23"E, along the South boundary of said East 1/2 of the Southwest 1/4, 1051.73 feet to the POINT OF BEGINNING;

LESS AND EXCEPT Parcel 9-A: Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida; run thence N89°29'23"E, along the South boundary thereof 395.72 feet; thence N21°53'00"E, 837.46 feet; thence N23°07'00"W, 26.08 feet; thence N68°07'00"W, 619.56 feet to the POINT OF BEGINNING; thence N21°53'00"E, 686.76 feet; thence N31°58'21"W, 244.00 feet; thence S77°23'13"W, 296.79 feet; thence S66°45'32"W, 177.40 feet; thence N67°20'41"W, 124.62 feet; thence S86°27'38"W, 97.19 feet; thence S45°35'56"W, 202.95 feet; thence S89°47'53"W, 31.36 feet; thence S34°26'36"W, 380.15 feet; thence S00°02'22"W, 290.60 feet; thence S34°21'54"E, 380.14 feet; thence N43°48'23"E, 135.79 feet; thence N76°17'35"E, 126.61 feet; thence N23°09'03"E, 157.70

feet; thence N88°53'15"E, 103.02 feet; thence S45°45'46"E, 199.42 feet; thence S52°44'12"E, 102.83 feet; thence N38°48'43"E, 214.22 feet; thence N68°07'00"W, 50.00 feet to the POINT OF BEGINNING; AND

LESS AND EXCEPT Parcel 2A (Revised): Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence N89°29'23"E along the South boundary thereof, 395.72 feet; thence N21°53'00"E, 837.66 feet; thence N23°07'00"W, 26.08 feet; thence N68°07'00"W, 569.36 feet to the POINT OF BEGINNING; thence continue N68°07'00"W, 70.20 feet; thence N21°53'00"E, 686.76 feet; thence N31°58'21"W, 762.46 feet; thence S34°51'58"E, 820.20 feet; thence S21°53'00"W, 686.76 feet to the POINT OF BEGINNING.

PROPERTY DESCRIPTION: (D.R. 10801/452-453)

Parcel ID Number: 30-27-27-00000-023020 and 023050

LEGAL #1 (Revised 1/27/85)

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet to the Point Of Beginning; thence continue North 59° 29' 23" East 68.70 feet to point on the Westerly right-of-way line of U.S. Highway 27, said point being on a curve concaved Southeasterly, having a radius of 11459.19 feet, a chord bearing of North 21° 22' 25" East, a chord distance of 170.36 feet; thence Northeasterly along the arc of said curve, through a central angle of 00° 51' 07", an arc distance of 170.36 feet to the end of said curve; thence North 21° 53' 00" East, along said Westerly right-of-way line, 1554.42 feet; thence North 68° 07' 00" West 180.00 feet; thence North 30° 42' 55" West, 755.33 feet; thence South 89° 47' 53" West, 250.00 feet; thence North 00° 20' 31" West, 200.00 feet to a point on the Southerly right-of-way line of U.S. Highway 17-92; thence South 89° 47' 53" West along said Southerly right-of-way line, 329.07 feet; thence South 00° 37' 09" East, 200.00 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West, 686.76 feet; thence South 68° 07' 00" East, 549.36 feet; thence South 23° 07' 00" East, 26.08 feet; thence South 21° 53' 00" West, 837.46 feet to the Point of Beginning. Containing 22.66 acres MORE OR LESS.

LEGAL #2A Revised

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 549.36 feet to the Point of Beginning; thence continue North 68° 07' 00" West, 70.20 feet; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 762.46 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West 686.76 feet to the Point of Beginning. Containing 1.47 Acres.

Legal description for Parcel 9-A

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 21 East, Polk County, Florida; run thence North 89° 29' 23" East along the South boundary of said Southeast 1/4, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 619.56 feet to the Point of Beginning; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 244.00 feet; thence South 77° 23' 13" West, 296.79 feet; thence South 66° 45' 32" West, 177.40 feet; thence North 67° 20' 41" West, 124.62 feet; thence South 86° 27' 38" West, 97.19 feet; thence South 43° 35' 56" West, 202.95 feet; thence South 89° 47' 53" West, 31.36 feet; thence South 34° 26' 36" West, 380.15 feet; thence South 00° 02' 22" West, 290.60 feet; thence South 34° 21' 54" East, 380.14 feet; thence North 43° 48' 23" East, 135.79 feet; thence North 76° 17' 35" East, 126.61 feet; thence North 23° 09' 03" East, 157.70 feet; thence North 88° 53' 15" East, 103.02 feet; thence South 45° 48' 46" East, 199.42 feet; thence South 82° 44' 12" East, 102.83 feet; thence North 38° 48' 43" East, 214.22 feet; thence North 68° 07' 00" West, 50.00 feet to the Point of Beginning. Containing 19.81 acres more or less



DAVE SCHMITT
ENGINEERING, INC.
1201 LAKE UNDERHILL ROAD
SUITE 341
ORLANDO, FL 32828
407-267-4000 FAX: 407-267-4000
Certification of Authorization # 27471

CONTRACTOR'S CERTIFICATE

I hereby state that these "As-Built" were furnished to me by the contractor listed below. I, or an employee under my direct supervision have examined these "As-Built" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon all information of the construction.

Contractor: _____ Engineer: _____
Not valid without the signature and the original red seal and it is a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
46274

EXHIBIT 2 - LEGAL DESCRIPTION
CROSSROADS VILLAGE CENTER

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE:
SHEET: 2

SECTION C

RESOLUTION 2022-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the “**Board**”) of Crossroads Village Center Community Development District (the “**District**”) hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “**Improvements**”) described in the District’s *Engineer’s Report for Capital Improvements*, dated _____, (the “**Engineer’s Report**”), attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the “**Assessments**”); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Assessment Methodology*, dated February 22, 2022 (the “**Assessment Methodology**”), attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o Governmental Management Services - Central Florida LLC, 219 E. Livingston Street Orlando, Florida 32801 (the “**District Records Office**”); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. Assessments shall be levied to defray a portion of the cost of the Improvements.

SECTION 3. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

SECTION 4. The total estimated cost of the Improvements is \$_____ (the “**Estimated Cost**”).

SECTION 5. The Assessments will defray approximately \$_____, which includes the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.

SECTION 6. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

SECTION 7. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

SECTION 8. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

SECTION 9. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

SECTION 10. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

SECTION 11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

SECTION 12. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Polk County, provided that the first publication shall be at least twenty (20) days before and the last publication shall be at least one (1) week prior to the date of the hearing, and to provide such other notice as may be required by law or desired in the best interests of the District.

SECTION 13. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 22nd day of February 2022

ATTEST:

**CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Engineer's Report for Capital Improvements*, dated _____
Exhibit B: *Master Assessment Methodology*, dated February 22, 2022

Exhibit A:

Engineer's Report for Capital Improvements, dated _____

**CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT DISTRICT**

**PRELIMINARY MASTER ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS**

Prepared for:

**CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

**DAVE SCHMITT ENGINEERING, INC
12301 LAKE UNDERHILL ROAD
ORLANDO, FL 32828
PH: 407-207-9088**

Revised February 14, 2022

CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

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EXHIBIT 8- Summary of Proposed Infrastructure

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PRELIMINARY MASTER ENGINEER'S REPORT
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

I. INTRODUCTION

The Crossroads Village Center Community Development District (the “District” or the “CDD”) is located Southwest of the intersection of Highway 27 and Highway 17-92W, and East of Watts Dairy Road within Haines City, Florida (the “City”), in Polk County (the “County”). The District currently contains approximately 120.03 acres and is expected to consist of the following development schedule along with associated recreation/amenity areas, parks, and associated infrastructure:

Product	Units / Sq.ft	Total Units / Sq.ft
Single Family Units	111 Units	111 Units
Townhomes Units	106 Units	106 Units
Amenity Center	17,752 sf	17,752 sf
Gas Station Building	4,836 sf	4,836 sf
Hotel 1	140 Rooms	140 Rooms
Hotel 2 (Condo Hotel)	120 Rooms	120 Rooms
Store 1	10530 sf	75773 sf
Store 2	10530 sf	
Store 3	12008 sf	
Store 4	7584 sf	
Store 5	12008 sf	
Store 6	7584 sf	
Store 7	15529 sf	
Grocery Store	43475 sf	43475 sf
ALF/Garage Building	160 -180 beds	160 -180 beds
Retail 1	42108 sf	118508 sf
Retail 2	10400 sf	
Retail 3	14200 sf	
Retail 4	22000 sf	
Retail 5	22000 sf	
Shop 1	3900 sf	
Shop 2	3900 sf	
Restaurant 1	5616 sf	54416 sf
Restaurant 2	3900 sf	

Restaurant 3	3900 sf
Restaurant 4	5750 sf
Restaurant 5	3900 sf
Restaurant 6	10450 sf
Restaurant 7	10450 sf
Restaurant 8	10450 sf

The CDD was established by City Ordinance No. 21-1767. The District is anticipated to own and operate the internal roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the Development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, the County, Southwest Florida Water Management District (SWFWMD), Florida Department of Transportation (FDOT) and other applicable agencies with regulatory jurisdiction over the Development, defined below. Any public improvements or facilities acquired by the District will be at the lesser of cost or fair market value. An overall estimate of probable cost of the public improvements is provided in Composite Exhibit 7 of this report.

This “Capital Improvement Plan” or “Master Engineer’s Report” reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to the Master Engineer’s Report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Master Engineer’s Report requires written approval from the District’s Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because

final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

II. PURPOSE AND SCOPE

The purpose of this Master Engineer's Report is to outline the District's master infrastructure plan and provide engineering support the financing of construction, installation, and/or acquisition of public infrastructure improvements necessary to support development within the District. This Master Engineer's Report will identify the proposed public infrastructure improvements to be constructed, installed, and/or acquired by the District, provide an opinion of probable infrastructure cost, and identify anticipated future ownership and maintenance responsibilities.

Contained within this Master Engineer's Report is a brief description of the public infrastructure improvements anticipated to be constructed, installed, and/or acquired by the District. The District will finance, construct, install, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this Master Engineer's Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the District Board of Supervisors, including its staff and consultants.

III. THE DEVELOPMENT

The Development, as defined herein, is a mixed use planned development located Southwest of the intersection of Highway 27 and Highway 17-92W, and East of Watts Dairy Road. The property has a land use of RMU (Regional Mixed Use) and a zoning of MUPUD (Mixed Use Planned Unit Development). The Development will be constructed in three (3) phases. The Development is currently anticipated to consist of 111 single family lots, 106 townhome lots, 12 commercial lots as well as retail, restaurants, assisted living facilities, and hotels and other commercial uses along with recreation/amenity areas, parks and open space, landscaping and hardscaping, and associated infrastructure ("Development").

IV. THE CAPITAL IMPROVEMENT PLAN

The Capital Improvement Plan ("CIP"), consists of public infrastructure improvements necessary to support the development of the various unit types and uses within Development. The primary portions of the CIP will entail master stormwater management facility construction in the mass grading and phase 1, roadways built to an "urban" typical section, water and sewer facilities, and off-site improvements required by development approvals to support development of the remaining phases of the Development (including, but not necessarily limited to, roadway improvements and extension of water and sewer mains to serve the Development). The CIP also includes stormwater management structures which will outfall into an on-site stormwater management retention pond. These stormwater management structures, and retention pond areas comprise the overall stormwater facilities of the CIP. The stormwater system in phases 2 & 3 will tie into existing stub outs from the mass grading and phase 1. There will also be master infrastructure improvements associated with the remaining phases of the Development as provided in this Master Engineer's Report.

Installation of the water distribution and wastewater collection system will occur as needed in each phase. Below ground installation of telecommunications and cable TV will occur but will not be funded by the District. Installation of streetlights and power conduits within the right of way or easements is anticipated to be funded by the District. Only undergrounding of wire within

right-of-way areas and on District land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be constructed within the Development. The public park/amenity center will have connectivity to each of the other phases via sidewalks to the other portions of sidewalk and will be accessible by both sidewalks as well as roadways within the District.

V. CAPITAL IMPROVEMENT PLAN INFRASTRUCTURE COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will runoff via roadway curb and gutter to storm inlets and then convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize wet detention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, SWFWMD and FDOT. There are no known natural surface waters within the Development other than the on-site wetlands. The project site is in the Peace Creek basin.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0357G effective 12/22/2016, demonstrates that more than half of the property is located within Flood Zone AE (BFE's: 124.6 & 125 FT) while the rest is in Zone X and a small portion in the 500-year floodplain. Based on this information and the site topography, floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity.

The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Internal Roadways and Parking Facility

The proposed internal roadway sections vary in the project site.

- 48' & 50' rights-of-way with 24' of asphalt and Miami curb and gutter on both sides for the single family and townhome residential units.
- 100' right-of-way with 48' of asphalt, a 24' median and Type F curb and gutter on both sides for the main streets.

The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. Parking facilities, including surface lots and a parking garage, are anticipated to be constructed as well. As stated above, the District's anticipated funding of roadway construction will be limited only to those internal roadways within the Development which will be accessible for use by the public (i.e. any portions of roadway which may be constructed behind hard-gates will not be financed by the District).

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the development. The water service provider will be the City of Haines City Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the lands within the District. Phase 1 will tie into the existing 16" WM on HWY 27. Phase 2 will have a new connection and tie into the 12" WM on HWY 17-92. Phase 4 will have a new connection on Watt's Dairy Road with an 8" WM. Reclaimed water is not available for this site. A connection to the potable water system is

anticipated to be constructed and funded by the District and to be installed onsite to provide irrigation within the right of way or irrigation water service shall be provided as part of the domestic water system design.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual residential and commercial lots. Phase 1 lift station will serve Phase 1 & future phase 4. The 6" force main ("FM") will tie into an existing 6" FM on Florida Avenue. Phase 2 lift station will serve phases 2,3 & 5. The 6" FM will tie into an existing 6" FM exiting the City's LS#11 on Moss Ave. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District anticipates providing financing for the HWY 27 and HWY 17-92 roadway improvements, associated signals, Watts Dairy drainage improvements and the off-site water and sewer improvements currently planned. The site construction activities associated with the CIP are anticipated for completion in Phase 1 & 2 and are anticipated to include 2 driveway connections on HWY 27 and HWY 17-92. Upon completion of these improvements, inspection/certifications will be obtained from the FDOT, SWFWMD, the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection), and the City/County.

There are 2 proposed FM's to be built in Phase 1 & 2. The first FM will tie into an existing City's FM on Florida Ave and will cross under HWY 27. The second FM will also tie into an existing City's FM on Moss Ave and will cross under HWY 17-92. At this time, there are no impact fee credits associated with the beforementioned off-site improvements; however, the developer is currently in negotiation with various governmental entities for said credits. Should improvements give rise to impact fees at a later date, this report will be amended accordingly.

Amenities and Parks

The District currently plans to provide funding for an Amenity Center anticipated to include the following: parking area, clubhouse and pavilion with restroom facilities, pool, tot lot, all-purpose

play field, and walking trails between the phases to provide connectivity to the Amenity Center, and passive parks throughout the Development which will include benches and walking trails. All paths, parks, etc. discussed in this paragraph and anticipated to be financed by the District will be available to the general public.

Electric and Lighting

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by DUKE. Electric facilities which are funded by the District will be owned and maintained by the District, with DUKE providing underground electrical service to the Development. The CDD presently intends to purchase and install the street lighting along the internal roadways within the CDD or enter into a lease with DUKE. These lights will either be owned, operated and maintained by the District or if leased by DUKE after dedication, with the District financing the differential cost of undergrounding of the electric utilities.

Entry Features, Landscaping, Hardscaping, and Irrigation

Landscaping, irrigation, and hardscaping, including entry features and walls at the entrances and along the outside boundary of the Development are planned to be provided by the District. The irrigation system will connect to the potable water system. The irrigation watermain to the various phases of the Development are anticipated to be financed and constructed or acquired by the District and to be operated and maintained by the District. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the Development. Perimeter fencing will be provided at the site entrances and perimeters. These items are also anticipated to be funded, owned and maintained by the District.

Wetland Mitigation

Wetland impacts within the District currently require 50.0 +/- acres of wetlands and uplands to be preserved via a conservation easement as set forth in the application for the SWFWMD permit for the development. Final approval of the wetland mitigation plan by the SWFWMD and the United States Army Corps of Engineers & FDEP may require modification to the mitigation plan.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are currently planned to be financed by the District with the intention of benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the Development for the intended mixed residential and commercial uses. The costs included in this Master Engineer's Report include professional services necessary for completing the infrastructure described herein, including (i) engineering, surveying, and other professional fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are necessary for design, permitting, construction, and acceptance of the public improvements.

VI. PERMITTING

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City construction plan approval.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

Overall

Permits / Approvals	Approval / Expected Date
City Zoning Approval	TBD
City Preliminary Plat	TBD
City Master Utility	TBD
City Master Drainage	TBD
SWFWMD ERP (Mass Grading)	TBD
ACOE	TBD

PHASE 1

Permits / Approvals	Approval / Expected Date
SWFWMD ERP (Phase 1 MOD)	TBD
Construction Plans Haines City (Phase 1)	TBD
Construction Plans Haines City (Off-Site)	TBD
Construction Plans Polk County (R/W)	TBD
Polk County Health Department Water (Phase 1)	TBD
Polk County Health Department Water (Off-Site)	TBD
FDEP Sewer (Phase 1)	TBD
FDEP Sewer (Off-Site)	TBD
NPDES (FDEP NOI)	TBD
FDOT Utility, Driveway & Drainage	TBD

PHASE 2

Permits / Approvals	Approval / Expected Date
SWFWMD ERP Phase 2 (MOD)	TBD
Construction Plans Haines City (Phase 2)	TBD
Polk County Health Department Water (Phase 2)	TBD
Polk County Health Department Water (Offsite)	TBD
FDEP Sewer (Phase 2)	TBD
FDEP Sewer (Off-Site)	TBD
NPDES (FDEP NOI)	TBD
FDOT Utility, Driveway & Drainage	TBD

PHASE 3

Permits / Approvals	Approval / Expected Date
SWFWMD ERP Phase 3 (MOD)	TBD
Construction Plans Haines City (Phase 3)	TBD
FDEP Sewer (Phase 3)	TBD
Polk County Health Department Water (Phase 3)	TBD
NPDES (FDEP NOI)	TBD

VII. RECOMMENDATION

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the City. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the City, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the City regulations.

VIII. REPORT MODIFICATION

During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

IX. CONCLUSION

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and

the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built-in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the County, which we believe to be necessary to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed CIP can be completed at the cost as stated.

Composite Exhibit 7
Crossroads Village Center Community Development District
Summary of Proposed Infrastructure

<u>Infrastructure</u>	<u>Construction Entity</u>	<u>Ownership Entity</u>	<u>Capital Financing</u>¹	<u>Operation & Maintenance Entity</u>
Stormwater Management Facilities	District	District	District	District
Water and Wastewater Utilities (Lift Stations, Water, & Sewer) ²	District	City of Haines City	District	City of Haines City
Electric and Lighting Utilities (Street Lighting & Conduit) ³	District	District	District	District
Internal Roadway Improvements and Parking ⁴	District	District	District	District
Offsite Roadway Improvements ⁵	District	Applicable Governmental Entity	District	Applicable Governmental Entity
Entry Feature & Signage, Landscaping, Hardscaping, & Fencing	District	District	District	District
Amenities and Park Facilities	District	District	District	District
Offsite Utility Improvements ⁶	District	City of Haines City	District	City of Haines City

¹ Infrastructure costs not funded utilizing District bond proceeds are anticipated to be financed by the developer.

² Utility improvements constructed by the District shall be constructed in accordance with City specifications and conveyed to the City upon completion.

³ Undergrounding of conduit for streetlighting is anticipated to be financed and installed by the District; the District anticipates entering into a lighting service agreement with DUKE Energy for the lease of streetlight poles and provision of lighting service.

⁴ Internal master roadway improvements are anticipated to be financed, constructed, owned, and maintained by the District.

⁵ Offsite master roadway improvements are anticipated to be financed and constructed by the District and to be constructed, owned, and maintained in accordance with applicable development orders and/or approvals.

⁶ Offsite utility improvements are anticipated to be financed and constructed by the District and to be constructed, owned, and maintained in accordance with applicable development orders and/or approvals.

Composite Exhibit 7
Crossroads Village Center Community Development District
Summary of Probable Infrastructure Costs

<u>Infrastructure</u> ^{1,2}	<u>Mass Grading</u>	<u>Phase 1</u> <u>2022-2023</u>	<u>Phase 2</u> <u>2023-2024</u>	<u>Phase 3</u> <u>2024-2025</u>	<u>Total</u>
Stormwater Management Facilities ³	\$16,754,784.50	\$2,401,750.00	\$1,186,659.00	\$533,849.50	\$20,877,043.00
Utilities (Lift Stations, Water, Sewer, Street Lighting, & Conduit)	N/A	\$2,244,856.00	\$1,343,819.00	\$617,742.25	\$4,206,417.25
Internal Roadway Improvements and Parking ⁴	N/A	\$3,839,573.80	\$6,285,695.50	\$852,584.00	10,977,853.30
Entry Feature & Signage, Landscaping, Hardscaping, & Fencing	N/A	\$1,334,546.00	\$2,956,327.00	\$2,956,327.00	\$7,247,200.00
Amenities and Park Facilities	N/A	\$3,643,747.00	N/A	N/A	3,643,747.00
Offsite Roadway Improvements ^{5 6 7}	N/A	\$2,198,060.60	\$1,053,403.50	N/A	\$3,251,464.10

¹ Master infrastructure improvements consist of stormwater management facilities, utilities including sanitary sewer lift stations, water, sewer, electrical conduit, and streetlighting improvements, offsite utility infrastructure, internal and offsite roadway improvements, parks and recreational facilities, as well as entry features, landscaping, hardscaping, and signage.

² Infrastructure cost estimates include master and subdivision infrastructure costs as well as civil/site engineering costs; all costs are based on 2021 costs.

³ Includes mass grading and stormwater pond excavation; cost estimates do not include grading of individual lots for building pad construction or associated with the transportation and/or placement of fill on private property.

⁴ Internal roadway improvement cost estimates include sub-grade, base, asphalt paving, and curbing costs and parking areas.

⁵ External roadway improvement cost estimates include sub-grade, base, asphalt paving, and curbing costs.

⁶ \$1,000,000.00 added for Two Off-Site Signals (\$500,000.00 Each)

⁷ \$200,000.00 added for Off-Site Watts Dairy Drainage

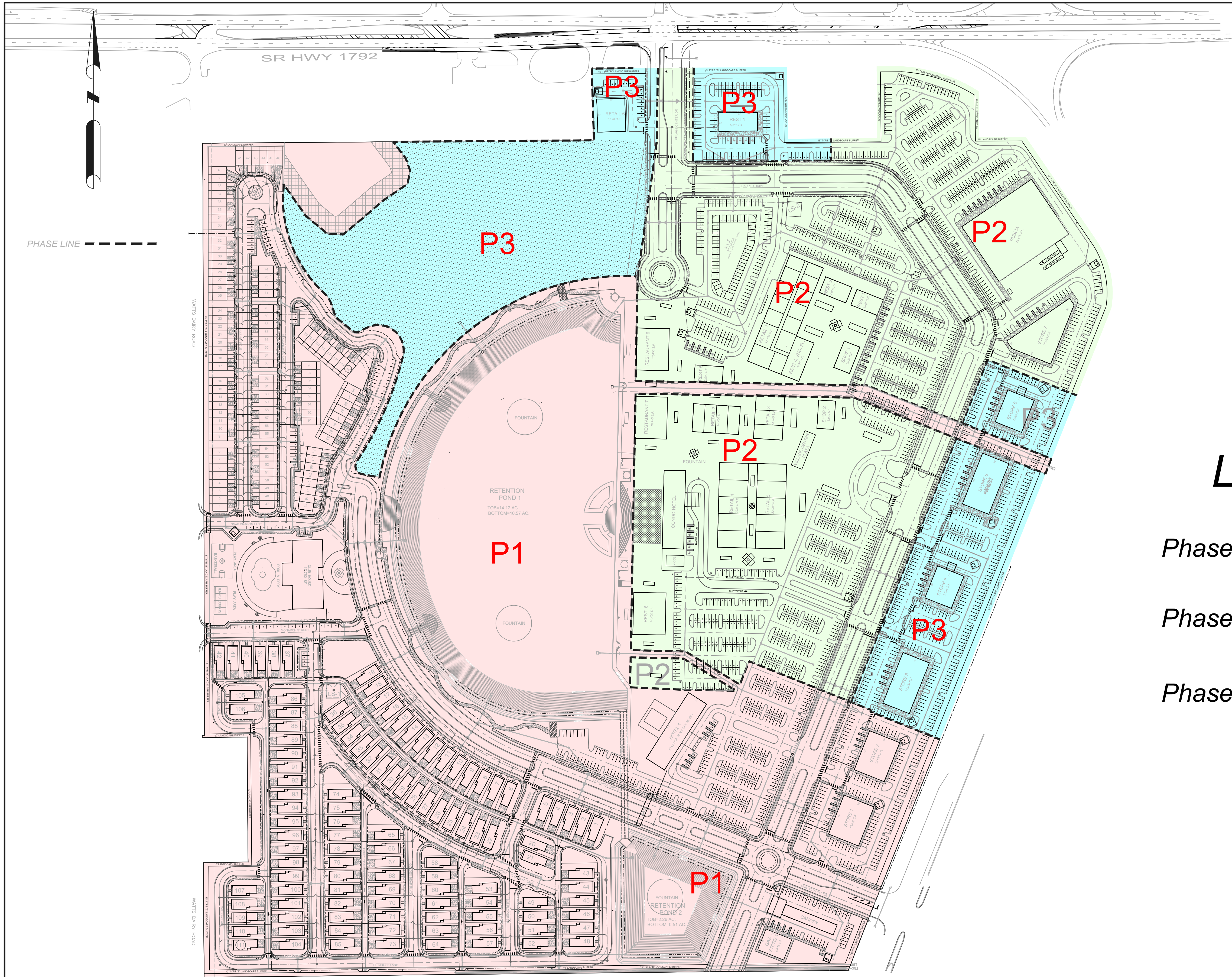
Parking Garage ⁸	N/A	N/A	\$8,695,000.00	N/A	\$8,695,000.00
Wetland Mitigation ⁹	\$4,000,000.00	N/A	N/A	N/A	\$4,000,000.00
Offsite Utility Improvements	N/A	\$390,105.00	\$70,810.00	N/A	\$460,915.00
15% Contingency ¹⁰	\$3,113,217.68	\$2,407,895.76	\$3,238,757.10	\$744,075.41	\$9,503,945.95
TOTAL	\$22,830,262.95	\$18,460,534.16	\$24,830,471.10	\$5,704,578.16	\$72,863,585.60

⁸ Parking Garage for Assisted Living is based on 470 parking spaces at \$18,500.00/parking space.

⁹ Wetland impacts within the District currently require 50.0 +/- acres of wetlands and uplands to be preserved via a conservation easement as set forth in the application for the SWFWMD permit for the development. Final approval of the wetland mitigation plan by the SWFWMD and the United States Army Corps of Engineers & FDEP may require modification to the mitigation plan.

¹⁰ Contingency cost estimate reflected is applicable to overall system of master infrastructure improvements and is therefore effectively shared by all phases of project development plus professional fees and any soft costs. The costs included in this Master Engineer's Report 15% contingency include professional services necessary for completing the infrastructure described herein, including (i) engineering, surveying, and other professional fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are necessary for design, permitting, construction, and acceptance of the public improvements.

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LEGEND

- Phase 1
- Phase 2
- Phase 3



DAVE SCHMITT
ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32828
407-207-9088 FAX 407-207-9089
Certification of Authorization #27471

CONTRACTOR "AS-BUILTS"

I hereby state that these "As-BUILTS" were furnished to me by the contractor listed below. I, or an employee under my direct supervision have reviewed these "As-BUILTS" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon site observations of the construction.

Contractor _____ Engineer _____
Not valid without the signature and the original raised seal of a Florida Registered Engineer.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

MASTER PLAN
CROSSROADS VILLAGE CENTER
HAINES CITY, FLORIDA

DATE: FEB 2021
PROJECT NO.: BMG-1
DRAWN BY: BC
CHECKED BY: DMS
SCALE: 1" = 150'
SHEET: 1 OF 1



NTS



F:\BMG1\CD0 Exhibits\EXHIBIT 1 - LOCATION MAP.dwg/6/16/2021 11:19:58 AM



DAVE SCHMITT
ENGINEERING, INC.
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SUITE 241
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407-207-9088 FAX 407-207-9099
Certification of Authorization # 27471

CONTRACTOR "AS-BUILT"

I hereby state that these "As-Built" were furnished to me by the contractor listed below, I or an employee under my direct supervision have reviewed these "As-Built" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon the observations of the construction.

Contractor _____ Engineer _____
Not valid without the signature and the original stamp and of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

EXHIBIT 1 - LOCATION MAP
CROSSROADS VILLAGE CENTER

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE:
SHEET: 1

LEGAL DESCRIPTION

PROPERTY DESCRIPTION: (D.R. 10954/1095)

Parcel 2: BEGIN at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence N89°29'23"E, along the South boundary thereof, 395.72 feet; thence N21°53'00"E, 837.46 feet; thence N23°07'00"W, 26.08 feet; thence N68°07'00"W, 607.56 feet; thence S21°53'00"W, 1113.22 feet to point on the South boundary of the Southwest 1/4 of said Section 30; thence N89°36'23"E, along said South boundary, 281.10 feet to the POINT OF BEGINNING; AND

Parcel 4 (Revised 1/27 /86): Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida; run thence N89°29'23"E, along the South boundary thereof, 464.42 feet to a point on the Westerly right-of-way line of U.S. Highway 27, said point being on a curve concaved Southeasterly, having a radius of 11459.19 feet; thence on a chord bearing of N21°22'25"E, a chord distance of 170.36 feet to the end of said curve; thence N21°53'00"E along said Westerly right-of-way line, 1554.42 feet to the POINT OF BEGINNING; thence continue N21°53'00"E, along said Westerly right-of-way line, 260.00 feet to the intersection with a curve concaved Westerly, having a radius of 260.00 feet, a chord bearing of N12°17'40"W, a chord distance of 193.82 feet; thence Northwesterly along the ore of said curve through a central angle of 43°46'02", an arc distance of 198.62 feet to the end of said curve; thence N34°10'00"W, along D.O.T. right-of-way, 347.16 feet; thence S89°47'53"W, 130.41 feet; thence 00°20'31" W, 129.00 feet to a point on a curve concaved Southwesterly, having a radius of 450.00 feet, a chord bearing of N71°56'53"W, a chord distance of 226.77 feet; thence Northwesterly along the arc of said curve through a central angle of 29°11'15", an arc distance of 229.24 feet to the end of said curve; thence S89°47'53"W, 67.91 feet; thence S00°20'31"E, 200.00 feet; thence S30°42'55"E, 755.33 feet; thence S68°07'00"E, 180.00 feet to the POINT OF BEGINNING; AND

Parcel 3: Commence at the Southeast corner of the Southwest 1/4 of Section 30, Township 27 South, Range 27 East, run thence S89°36'23"W, along the South boundary thereof, 281.10 feet to the POINT OF BEGINNING; thence N21°53'00"E, 1799.98 feet; thence N32°29'52"W, 772.19 feet; thence S89°47'53"W, 1303.07 feet to a point on the Easterly right-of-way line of Watts Dairy Road; thence S00°02'22"W, 1650.98 feet to the end of said right-of-way; thence N89°57'38"W, 6.25 feet to a point on the Westerly boundary of the East 1/2 of the Southwest 1/4; thence S00°13'47"E, 5.73 feet; thence N89°23'34"E, 125.00 feet; thence S00°13'47"E, 348.48 feet; thence S89°23'34"W, 125.00 feet; thence S00°13'47"E, 318.95 feet to the Southwest corner of the East 1/2 of the Southwest 1/4; thence N89°36'23"E, along the South boundary of said East 1/2 of the Southwest 1/4, 1051.73 feet to the POINT OF BEGINNING;

LESS AND EXCEPT Parcel 9-A: Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida; run thence N89°29'23"E, along the South boundary thereof, 395.72 feet; thence N21°53'00"E, 837.46 feet; thence N23°07'00"W, 26.08 feet; thence N68°07'00"W, 569.36 feet to the POINT OF BEGINNING; thence continue N68°07'00"W, 70.20 feet; thence N21°53'00"E, 686.76 feet; thence N31°58'21"W, 762.46 feet; thence S34°51'58"E, 820.20 feet; thence S21°53'00"W, 686.76 feet to the POINT OF BEGINNING.

PROPERTY DESCRIPTION: (D.R. 10801/452-453)
Parcel ID Number: 30-27-27-000000-023020 and 023050
LEGAL #1 (Revised 1/27 /85)

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet to the Point Of Beginning; thence continue North 59° 29' 23" East 68.70 feet to point on the Westerly right-of-way line of U.S. Highway 27, said point being on a curve concaved Southeasterly, having a radius of 11459.19 feet, a chord bearing of North 21° 22' 25" East, a chord distance of 170.36 feet; thence Northeasterly along the arc of said curve, through a central angle of 00° 51' 07", an arc distance of 170.36 feet to the end of said curve; thence North 21° 53' 00" East, along said Westerly right-of-way line, 1554.42 feet; thence North 68° 07' 00" West 180.00 feet; thence North 30° 42' 55" West, 755.33 feet; thence South 89° 47' 53" West, 250.00 feet; thence North 00° 20' 31" West, 200.00 feet to a point on the Southerly right-of-way line of U.S. Highway 17-92; thence South 89° 47' 53" West along said Southerly right-of-way line, 329.07 feet; thence South 00° 37' 09" East, 200.00 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West, 686.76 feet; thence South 68° 07' 00" East, 549.36 feet; thence South 23° 07' 00" East, 26.08 feet; thence South 21° 53' 00" West, 837.46 feet to the Point of Beginning. Containing 22.66 acres MORE OR LESS.

LEGAL #2A Revised

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 549.36 feet to the Point of Beginning; thence continue North 68° 07' 00" West , 70.20 feet; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 762.46 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West 686.76 feet to the Point of Beginning. Containing 1.47 Acres.

Legal description for Parcel 9-A

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 549.36 feet to the Point of Beginning; thence continue North 68° 07' 00" West , 70.20 feet; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 762.46 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West 686.76 feet to the Point of Beginning. Containing 1.47 Acres.

Legal description for Parcel 9-A

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 549.36 feet to the Point of Beginning; thence continue North 68° 07' 00" West , 70.20 feet; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 762.46 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West 686.76 feet to the Point of Beginning. Containing 1.47 Acres.

Legal description for Parcel 9-A

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida; run thence North 89° 29' 23" East, along the South boundary of said Southeast 1/4, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 619.56 feet to the Point of Beginning; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 244.00 feet; thence South 77° 23' 13" West, 296.79 feet; thence South 66° 45' 32" West, 177.40 feet; thence North 67° 20' 41" West, 124.62 feet; thence South 86° 27' 38" West, 97.19 feet; thence South 43° 35' 56" West, 202.95 feet; thence South 89° 47' 53" West, 31.36 feet; thence South 34° 26' 36" West, 380.15 feet; thence South 00° 02' 22" West, 290.60 feet; thence South 34° 21' 54" East, 380.14 feet; thence North 43° 48' 23" East, 135.79 feet; thence North 76° 17' 35" East, 126.61 feet; thence North 23° 09' 03" East, 157.70 feet; thence North 88° 53' 15" East, 103.02 feet; thence South 45° 48' 46" East, 199.42 feet; thence South 82° 44' 12" East, 102.83 feet; thence North 38° 48' 43" East, 214.22 feet; thence North 68° 07' 00" West, 50.00 feet to the Point of Beginning. Containing 19.81 acres more or less

F:\BMG1\CD0 Exhibits\EXHIBIT 2 - LEGAL DESCRIPTION.dwg,12/3/2019 6:37:00 PM



DAVE SCHMITT
ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32838
407-207-9088 FAX 407-207-9089
Certification of Authorization # 27471

CONTRACTOR'S CERTIFICATE

I hereby state that these "As-Built" were furnished to me by the contractor listed below, I, or an employee under my direct supervision have reviewed these "As-Built" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon the observations of the contractor.

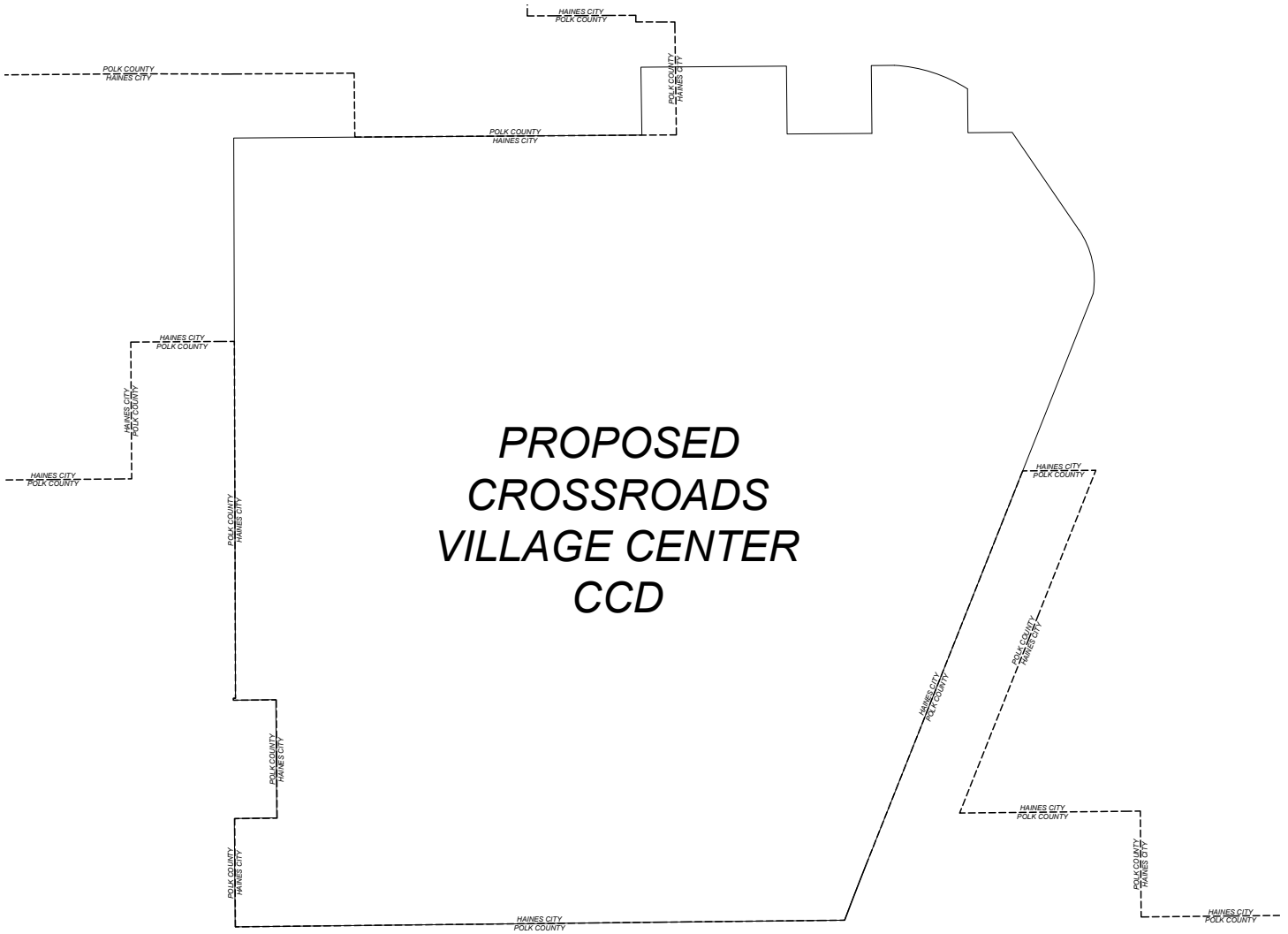
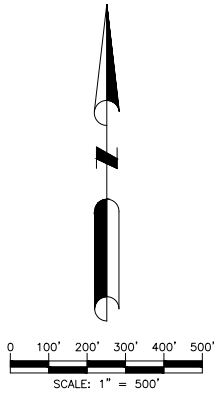
Contractor _____ Engineer _____
Not valid without the signature and the original sealed seal of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
46274

EXHIBIT 2 - LEGAL DESCRIPTION
CROSSROADS VILLAGE CENTER

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE:
SHEET: 2



**PROPOSED
CROSSROADS
VILLAGE CENTER
CCD**

F:\BMG1 CDD Exhibits\EXHIBIT 3 - DISTRICT BOUNDARY MAP.dwg, 6/16/2021, 2:52:26 PM



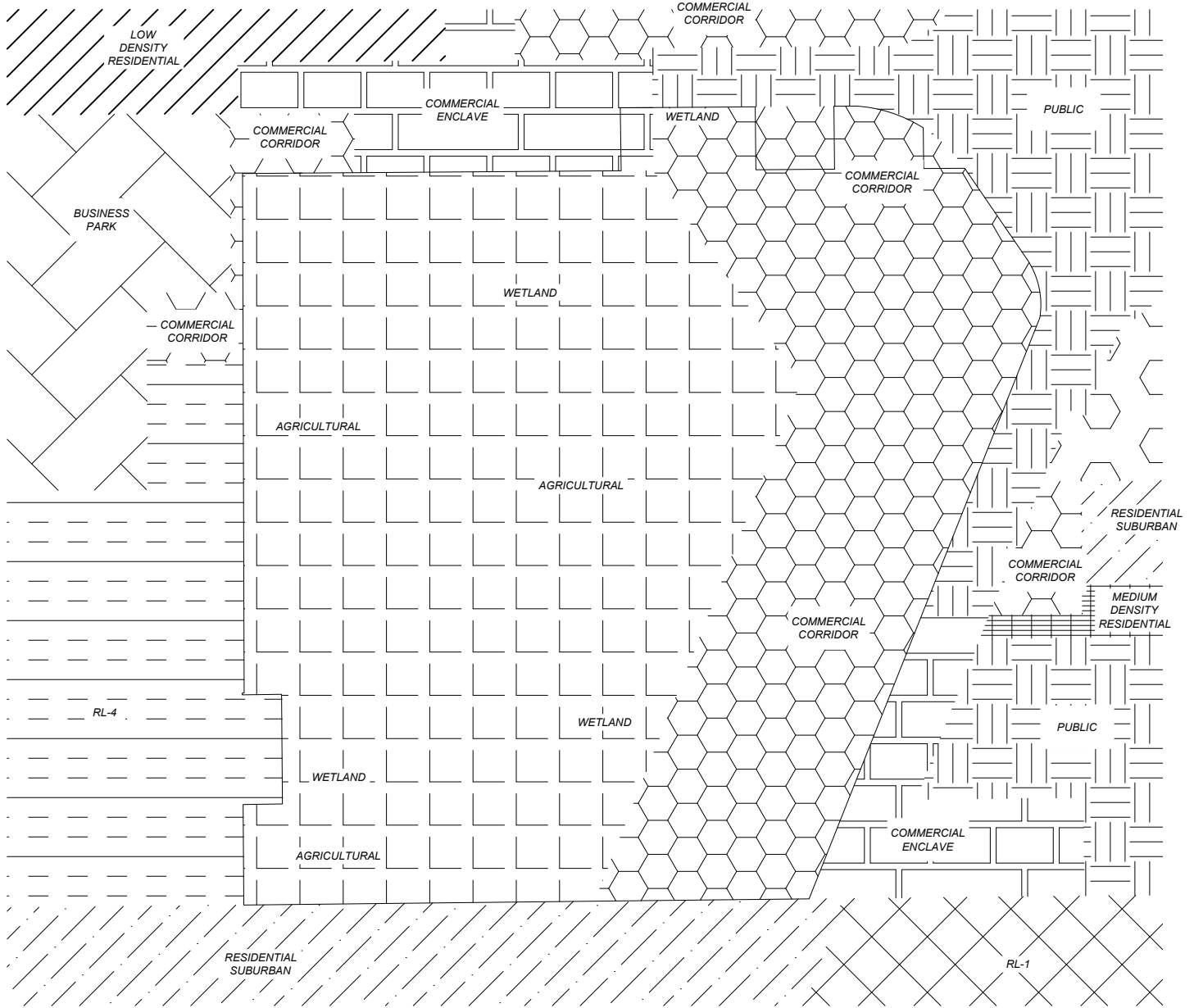
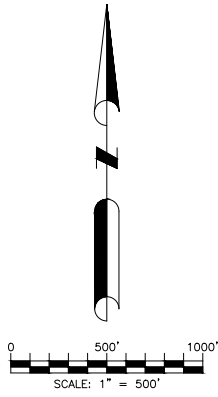
**DAVE SCHMITT
ENGINEERING, INC.**
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32838
407-207-9088 FAX 407-207-9089
Certification of Authorization # 27471

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REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

EXHIBIT 3 - DISTRICT BOUNDARY MAP CROSSROADS VILLAGE CENTER CDD	DATE: JUNE 2021
	PROJECT NO.: BMG-1
	DRAWN BY: DLS
	CHECKED BY: DMS
SCALE:	
SHEET: 3	



F:\BMG1\CD0 Exhibits\EXHIBIT 4 - FUTURE LAND USE MAP.dwg, 6/17/2021, 3:36:47 PM



**DAVE SCHMITT
ENGINEERING, INC.**
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32838
407-207-9088 FAX 407-207-9089
Certification of Authorization # 27471

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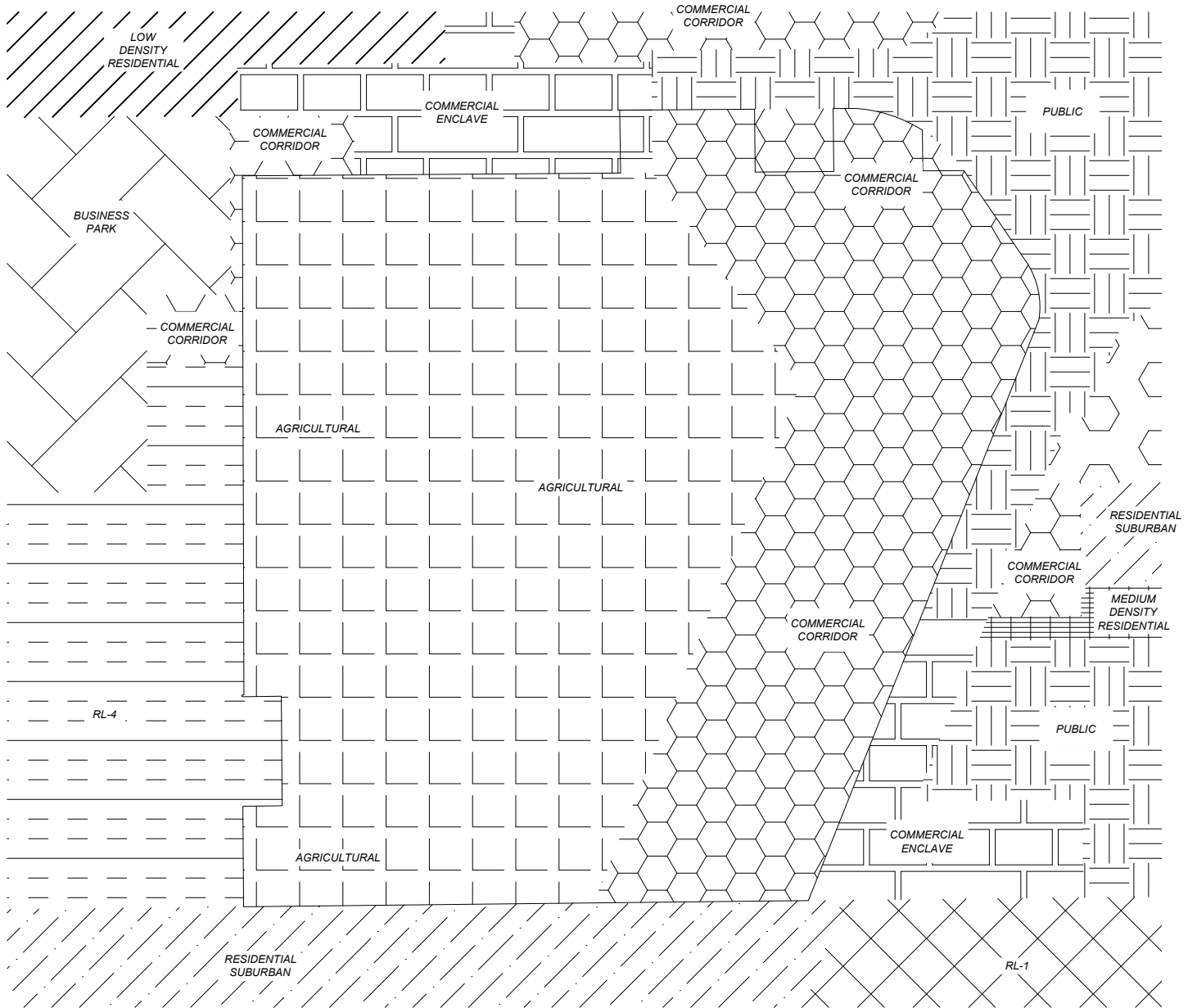
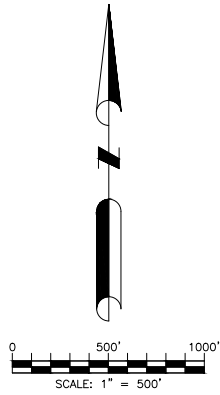
Contractor _____ Engineer _____
Not valid without the signature and the original sealed seal of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

**EXHIBIT 4 - FUTURE LAND USE
CROSSROADS VILLAGE CENTER CDD**

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE: 1"=500
SHEET: 4



F:\BMG1\CD\Exhibits\EXHIBIT 5 - ZONING MAP.dwg,12/3/2019 6:38:27 PM



DAVE SCHMITT
ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32838
407-207-9084 FAX 407-207-9089
Certification of Authorization # 27471

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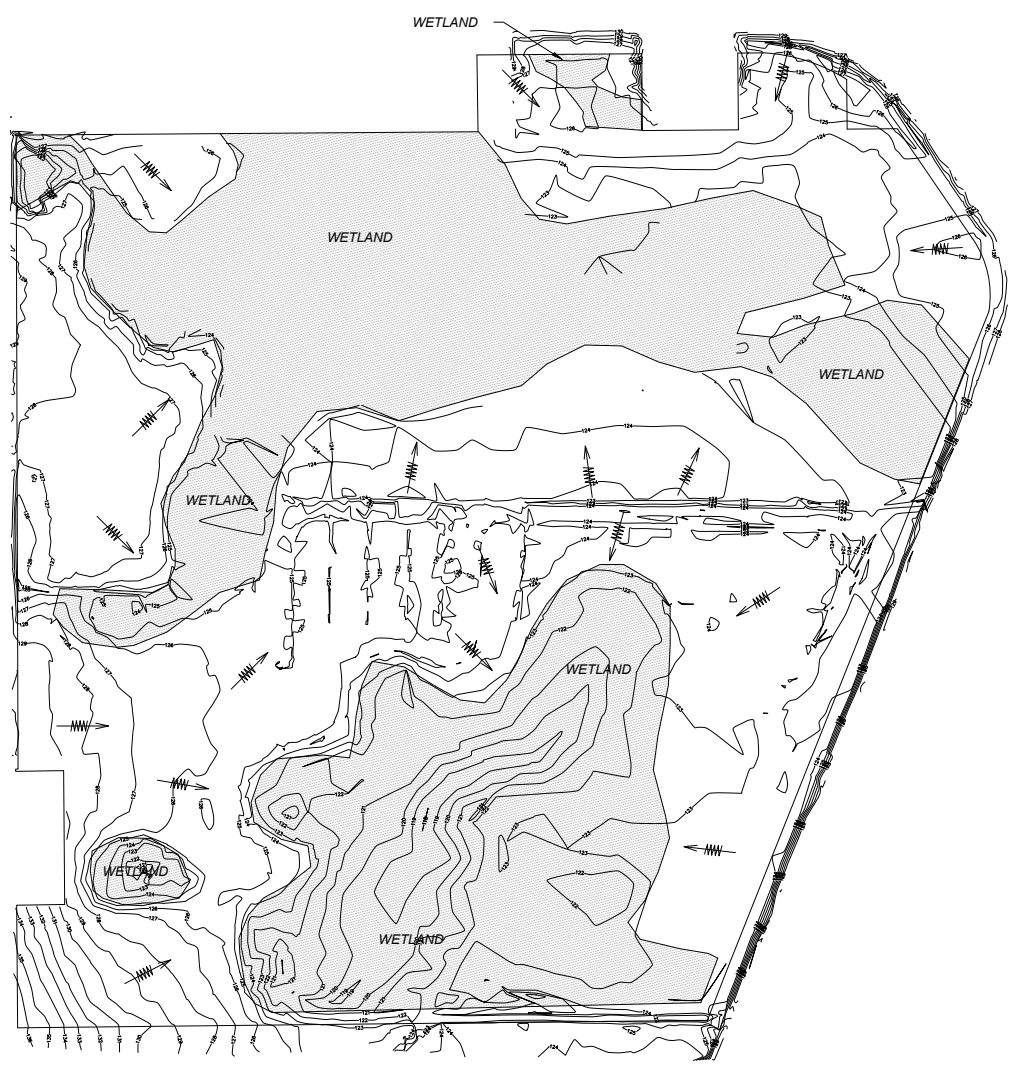
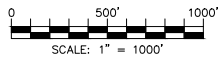
Contractor _____ Engineer _____
Not valid without the signature and the original sealed seal of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

EXHIBIT 5 - ZONING MAP
CROSSROADS VILLAGE CENTER CDD

DATE: JULY 2019
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE: 1"=500'
SHEET: 5



F:\BKG1\CDD Exhibits\EXHIBIT 6 - DRAINAGE MAP.dwg, 6/17/2021 3:44:00 PM



**DAVE SCHMITT
ENGINEERING, INC.**
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32828
407-207-9086 FAX 407-207-9089
Certification of Authorization # 27471

CONTRACTOR "AS-BUILT"
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Contractor _____ Engineer _____
Not valid without the signature and the original sealed seal of a Florida Registered Engineer.

REVISIONS	
DATE	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
48274

**EXHIBIT 6 - DRAINAGE FLOW PATTERN
MAP
CROSSROADS VILLAGE CENTER CDD**

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE:
SHEET: 6

SR HWY 17-92

SR HWY 17-92

US HWY 27

EXISTING 12" PVC WATER MAIN

EXISTING 6" PVC
FORCE MAIN

EXISTING 16" PVC
WATER MAIN

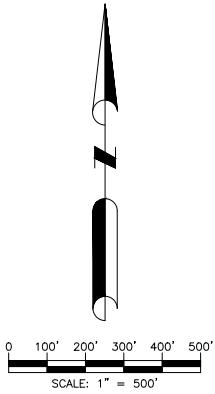
PROPOSED CROSSROADS VILLAGE CENTER CDD

US HWY 27

S F STREET

WEST FLORIDA AVE

EXISTING 6" PVC
FORCE MAIN



**DAVE SCHMITT
ENGINEERING, INC.**
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FL 32838
407-207-9088 FAX 407-207-9089
Certification of Authorization # 27471

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Contractor _____ Engineer _____
Not valid without the signature and the original sealed seal of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
46274

EXHIBIT 6 - UTILITY LOCATION MAP CROSSROADS VILLAGE CENTER CDD

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAMI
CHECKED BY: DMS
SCALE:
SHEET: 6

Exhibit B:

Master Assessment Methodology, dated February 22, 2022

**MASTER
ASSESSMENT METHODOLOGY

FOR

CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT DISTRICT**

Date: February 22, 2022

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801**

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

1.0 Introduction

The Crossroads Village Center Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$93,000,000 of bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Engineer’s Report dated February 14, 2022, prepared by Dave Schmitt Engineering Inc, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvements. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments (“Special Assessments”) on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 120 acres within Haines City, Florida. The development program for the District currently envisions approximately 217 residential units, 120 assisted living units, 140 hotel units and 305.09 commercial units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, mass grading and master stormwater, roadway drainage, utility

facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.

- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$72,863,584. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$93,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$93,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$93,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$72,863,584. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$93,000,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, electrical utilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There are five product types within the planned development. The single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Townhome units have been set at .75 ERU. Assisted Living, Hotel, and Commercial are set at .5 ERU. Table 4 shows the allocation of benefit to the particular product types. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, mass grading and master stormwater, roadway drainage, utility facilities, electrical utilities, street lighting, roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the Capital Improvements actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Townhome	106	0.75	80
Assisted Living	180	0.50	90
Hotel	260	0.50	130
Single Family	111	1.00	111
Commercial - Per 1k Sq Feet	314.76	0.50	157
Total Units	972		568

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2 CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT PLAN COST ESTIMATES MASTER ASSESSMENT METHODOLOGY	
Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements - Roadway	\$3,251,464
Offsite Improvements - Utility	\$460,915
Stormwater Management	\$20,877,043
Utilities (Water, Sewer, & Reuse)	\$4,206,417
Roadway	\$10,977,853
Landscape, Hardscape, Fencing	\$7,247,200
Parks and Recreation	\$3,643,747
Wetland Mitigation	\$4,000,000
Parking Garage	\$8,695,000
Contingency	\$9,503,945
	<u>\$72,863,584</u>

(1) A detailed description of these improvements is provided in the Engineer's Report dated February 14, 2022

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 72,863,584
Debt Service Reserve	\$ 6,756,349
Capitalized Interest	\$ 11,160,000
Underwriters Discount	\$ 1,860,000
Cost of Issuance	\$ 220,000
Contingency	\$ 140,067
Par Amount*	\$ 93,000,000

Bond Assumptions:	
Interest Rate	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

TABLE 4
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total		Total Improvements	Improvement Costs	
				ERUs	ERUs	Costs Per Product Type	Per Unit	Per Unit
Townhome	106	0.75	80	16.64%		\$ 12,121,568		\$114,354
Assisted Living	120	0.5	60	12.56%		\$ 9,148,353		\$76,236
Hotel	140	0.5	70	14.65%		\$ 10,673,079		\$76,236
Single Family	111	1	111	23.23%		\$ 16,924,454		\$152,473
Commercial - Per 1k Sq	314.76	0.5	157	32.93%		\$ 23,996,131		\$76,236
Totals	792		478	100.00%		\$ 72,863,584		

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5 CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY						
Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Townhome	106	\$	12,121,568	\$	15,471,457	\$145,957
Assisted Living	120	\$	9,148,353	\$	11,676,571	\$97,305
Hotel	140	\$	10,673,079	\$	13,622,667	\$97,305
Single Family	111	\$	16,924,454	\$	21,601,657	\$194,610
Commercial - Per 1k Sq Feet	314.76	\$	23,996,131	\$	30,627,647	\$97,305
Totals	792	\$	72,863,584	\$	93,000,000	

* Unit mix is subject to change based on marketing and other factors

TABLE 6

**CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	Allocation of Par Debt Per Product		Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt		Gross Annual Debt		
		Type				Assessment Per Unit	Assessment Per Unit (1)			
Townhome	106	\$	15,471,457	\$145,957	\$	1,123,985	\$	10,604	\$	11,402
Assisted Living	120	\$	11,676,571	\$97,305	\$	848,290	\$	7,069	\$	7,601
Hotel	140	\$	13,622,667	\$97,305	\$	989,672	\$	7,069	\$	7,601
Single Family	111	\$	21,601,657	\$194,610	\$	1,569,337	\$	14,138	\$	15,202
Commercial - Per 1k Sq Feet	314.76	\$	30,627,647	\$97,305	\$	2,225,065	\$	7,069	\$	7,601
Totals		\$	93,000,000		\$	6,756,349				

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
VC ONE LLC	27-27-30-0000000-023010	68.36	\$774,806	\$ 52,965,758	\$ 3,847,905	\$ 4,137,532
VC ONE LLC	27-27-30-0000000-023020	22.85	\$774,806	\$ 17,704,324	\$ 1,286,200	\$ 1,383,011
VC ONE LLC	27-27-30-0000000-023050	21.69	\$774,806	\$ 16,805,549	\$ 1,220,905	\$ 1,312,801
VC ONE LLC	27-27-30-0000000-023070	7.13	\$774,806	\$ 5,524,369	\$ 401,339	\$ 431,548
Totals		120.03		\$ 93,000,000	\$ 6,756,349	\$ 7,264,891

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$6,756,349

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

LEGAL DESCRIPTION

PROPERTY DESCRIPTION: (D.R. 10954/1095)

Parcel 2: BEGIN at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence N89°29'23"E, along the South boundary thereof, 395.72 feet; thence N21°53'00"E, 837.46 feet; thence N23°07'00"W, 26.08 feet; thence N68°07'00"W, 607.56 feet; thence S21°53'00"W, 1113.22 feet to point on the South boundary of the Southwest 1/4 of said Section 30; thence N89°36'23"E, along said South boundary, 281.10 feet to the POINT OF BEGINNING; AND

Parcel 4 (Revised 1/27/86): Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida; run thence N89°29'23"E, along the South boundary thereof, 464.42 feet to a point on the Westerly right-of-way line of U.S. Highway 27, said point being on a curve concaved Southeasterly, having a radius of 11459.19 feet; thence on a chord bearing of N21°22'25"E, a chord distance of 170.36 feet to the end of said curve; thence N21°53'00"E along said Westerly right-of-way line, 1554.42 feet to the POINT OF BEGINNING; thence continue N21°53'00"E, along said Westerly right-of-way line, 260.00 feet to the intersection with a curve concaved Westerly, having a radius of 260.00 feet, a chord bearing of N12°17'40"W, a chord distance of 193.82 feet; thence Northwesterly along the ore of said curve through a central angle of 43°46'02", an arc distance of 198.62 feet to the end of said curve; thence N34°10'00"W, along D.O.T. right-of-way, 347.16 feet; thence S89°47'53"W, 130.41 feet; thence 00°20'31"W, 129.00 feet to a point on a curve concaved Southwesterly, having a radius of 450.00 feet, a chord bearing of N71°56'53"W, a chord distance of 226.77 feet; thence Northwesterly along the arc of said curve through a central angle of 29°11'15", an arc distance of 229.24 feet to the end of said curve; thence S89°47'53"W, 67.91 feet; thence S00°20'31"E, 200.00 feet; thence S30°42'55"E, 755.33 feet; thence S68°07'00"E, 180.00 feet to the POINT OF BEGINNING; AND

Parcel 3: Commence at the Southeast corner of the Southwest 1/4 of Section 30, Township 27 South, Range 27 East, run thence S89°36'23"W, along the South boundary thereof, 281.10 feet to the POINT OF BEGINNING; thence N21°53'00"E, 1799.98 feet; thence N32°29'52"W, 772.19 feet; thence S89°47'53"W, 1303.07 feet to a point on the Easterly right-of-way line of Watts Dairy Road; thence S00°02'22"W, 1650.98 feet to the end of said right-of-way; thence N89°57'38"W, 6.25 feet to a point on the Westerly boundary of the East 1/2 of the Southwest 1/4; thence S00°13'47"E, 5.73 feet; thence N89°23'34"E, 125.00 feet; thence S00°13'47"E, 348.48 feet; thence S89°23'34"W, 125.00 feet; thence S00°13'47"E, 318.95 feet to the Southwest corner of the East 1/2 of the Southwest 1/4; thence N89°36'23"E, along the South boundary of said East 1/2 of the Southwest 1/4, 1051.73 feet to the POINT OF BEGINNING;

LESS AND EXCEPT Parcel 9-A: Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida; run thence N89°29'23"E, along the South boundary thereof 395.72 feet; thence N21°53'00"E, 837.46 feet; thence N23°07'00"W, 26.08 feet; thence N68°07'00"W, 619.56 feet to the POINT OF BEGINNING; thence N21°53'00"E, 686.76 feet; thence N31°58'21"W, 244.00 feet; thence S77°23'13"W, 296.79 feet; thence S66°45'32"W, 177.40 feet; thence N67°20'41"W, 124.62 feet; thence S86°27'38"W, 97.19 feet; thence S45°35'56"W, 202.95 feet; thence S89°47'53"W, 31.36 feet; thence S34°26'36"W, 380.15 feet; thence S00°02'22"W, 290.60 feet; thence S34°21'54"E, 380.14 feet; thence N43°48'23"E, 135.79 feet; thence N76°17'35"E, 126.61 feet; thence N23°09'03"E, 157.70

feet; thence N88°53'15"E, 103.02 feet; thence S45°45'46"E, 199.42 feet; thence S52°44'12"E, 102.83 feet; thence N38°48'43"E, 214.22 feet; thence N68°07'00"W, 50.00 feet to the POINT OF BEGINNING; AND

LESS AND EXCEPT Parcel 2A (Revised): Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence N89°29'23"E along the South boundary thereof, 395.72 feet; thence N21°53'00"E, 837.66 feet; thence N23°07'00"W, 26.08 feet; thence N68°07'00"W, 569.36 feet to the POINT OF BEGINNING; thence continue N68°07'00"W, 70.20 feet; thence N21°53'00"E, 686.76 feet; thence N31°58'21"W, 762.46 feet; thence S34°51'58"E, 820.20 feet; thence S21°53'00"W, 686.76 feet to the POINT OF BEGINNING.

PROPERTY DESCRIPTION: (D.R. 10801/452-453)

Parcel ID Number: 30-27-27-00000-023020 and 023050

LEGAL #1 (Revised 1/27/85)

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet to the Point Of Beginning; thence continue North 59° 29' 23" East 68.70 feet to point on the Westerly right-of-way line of U.S. Highway 27, said point being on a curve concaved Southeasterly, having a radius of 11459.19 feet, a chord bearing of North 21° 22' 25" East, a chord distance of 170.36 feet; thence Northeasterly along the arc of said curve, through a central angle of 00° 51' 07", an arc distance of 170.36 feet to the end of said curve; thence North 21° 53' 00" East, along said Westerly right-of-way line, 1554.42 feet; thence North 68° 07' 00" West 180.00 feet; thence North 30° 42' 55" West, 755.33 feet; thence South 89° 47' 53" West, 250.00 feet; thence North 00° 20' 31" West, 200.00 feet to a point on the Southerly right-of-way line of U.S. Highway 17-92; thence South 89° 47' 53" West along said Southerly right-of-way line, 329.07 feet; thence South 00° 37' 09" East, 200.00 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West, 686.76 feet; thence South 68° 07' 00" East, 549.36 feet; thence South 23° 07' 00" East, 26.08 feet; thence South 21° 53' 00" West, 837.46 feet to the Point of Beginning. Containing 22.66 acres MORE OR LESS.

LEGAL #2A Revised

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 27 East, Polk County, Florida, run thence North 89° 29' 23" East, along the South boundary thereof, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 549.36 feet to the Point of Beginning; thence continue North 68° 07' 00" West, 70.20 feet; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 762.46 feet; thence South 34° 51' 58" East, 820.20 feet; thence South 21° 53' 00" West 686.76 feet to the Point of Beginning. Containing 1.47 Acres.

Legal description for Parcel 9-A

Commence at the Southwest corner of the Southeast 1/4 of Section 30, Township 27 South, Range 21 East, Polk County, Florida; run thence North 89° 29' 23" East along the South boundary of said Southeast 1/4, 395.72 feet; thence North 21° 53' 00" East, 837.46 feet; thence North 23° 07' 00" West, 26.08 feet; thence North 68° 07' 00" West, 619.56 feet to the Point of Beginning; thence North 21° 53' 00" East, 686.76 feet; thence North 31° 58' 21" West, 244.00 feet; thence South 77° 23' 13" West, 296.79 feet; thence South 66° 45' 32" West, 177.40 feet; thence North 67° 20' 41" West, 124.62 feet; thence South 86° 27' 38" West, 97.19 feet; thence South 43° 35' 56" West, 202.95 feet; thence South 89° 47' 53" West, 31.36 feet; thence South 34° 26' 36" West, 380.15 feet; thence South 00° 02' 22" West, 290.60 feet; thence South 34° 21' 54" East, 380.14 feet; thence North 43° 48' 23" East, 135.79 feet; thence North 76° 17' 35" East, 126.61 feet; thence North 23° 09' 03" East, 157.70 feet; thence North 88° 53' 15" East, 103.02 feet; thence South 45° 48' 46" East, 199.42 feet; thence South 82° 44' 12" East, 102.83 feet; thence North 38° 48' 43" East, 214.22 feet; thence North 68° 07' 00" West, 50.00 feet to the Point of Beginning. Containing 19.81 acres more or less



DAVE SCHMITT
ENGINEERING, INC.
1201 LAKE UNDERHILL ROAD
SUITE 341
ORLANDO, FL 32828
407-267-4608 FAX: 407-267-4609
Certification of Authorization # 27471

CONTRACTOR'S WARRANTIES

I hereby state that these "WARRANTIES" were furnished to me by the contractor listed below. I, or an employee under my direct supervision have reviewed these "WARRANTIES" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon all information of the construction.

Contractor: _____ Engineer: _____
Not valid without the signature and the original red seal and it is a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT
FLORIDA REG. NUMBER
46274

EXHIBIT 2 - LEGAL DESCRIPTION
CROSSROADS VILLAGE CENTER

DATE: JUNE 2021
PROJECT NO.: BMG-1
DRAWN BY: SAM
CHECKED BY: DMS
SCALE:
SHEET: 2

SECTION D

RESOLUTION 2022-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON Tuesday, April 26, 2022 at 10:30 AM at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, FL 33850, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of Crossroads Village Center Community Development District (the "Board") has previously adopted Resolution 2022-27 entitled:

RESOLUTION 2022-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2022-27, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, Governmental Management Services - Central Florida LLC, 219 E. Livingston Street Orlando, Florida 32801 (the "District Office").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. There is hereby declared a public hearing to be held on **Tuesday, April 26, 2022 at 10:30 AM at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, FL 33850**, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager, Governmental Management Services - Central Florida LLC, 219 E. Livingston Street Orlando, Florida 32801.

SECTION 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Polk County (by two publications one week apart with the first publication at least twenty (20) days prior and the last publication shall be at least one (1) week prior

to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 22nd day of February 2022

ATTEST:

**CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION VIII

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAKE ALFRED
AND
CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT DISTRICT**

THIS AGREEMENT entered into as of the ____ day of ____, 2022, by and between **THE CITY OF LAKE ALFRED**, a Florida municipal corporation (“Lake Alfred”) and the Crossroads Village Center **COMMUNITY DEVELOPMENT DISTRICT**, a Florida special district (“Crossroads Village Center CDD”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the parties agree as follows:

1. **Authority for Agreement.** This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, et seq., Florida Statutes (“the Act”), and pursuant to the constitutional statutory powers of Lake Alfred and the Crossroads Village Center;

2. **Recitations.**

A. Lake Alfred, in order to provide additional services to public agencies has established a process to act as records custodian for various public agencies desiring to avail themselves to such service;

B. Crossroads Village Center CDD, in order to provide easy public access to its District Records is desirous of utilizing Lake Alfred’s records custodian process;

3. **Establishment of Records Custodian.** Lake Alfred during the term of this Interlocal Agreement, shall act as custodian of the Crossroads Village Center CDD records. Such records shall include all records that are received by Lake Alfred from the Crossroads Village Center CDD or its designee. Lake Alfred is in no way responsible for any records that may have been sent by Crossroads Village Center CDD that are not received by Lake Alfred. All records are the property of Crossroads Village Center CDD and are entrusted with Lake Alfred for public access and review. At the termination of this Interlocal Agreement all records that have been received and retained by Lake Alfred will be returned to the Crossroads Village Center CDD.

4. **Public Access to Records.** As custodian of the records, Lake Alfred will provide public access to all records on file pertaining to the Crossroads Village Center CDD. Access will be granted pursuant to Chapter 119, Florida Statutes and/or any applicable Florida laws and provisions of Florida’s Constitution.

5. **Payment for Services.** Crossroads Village Center CDD shall incur an annual fee in the amount of \$600.00 (payable annually) for custodial services in relation to its records. The annual fee shall be payable to the City of Lake Alfred within ten (10) days of October 1st (fiscal year) each year, and will continue as such during each renewal of this Interlocal Agreement. If

payment of the annual fee is not received within thirty (30) days following the beginning of the fiscal year, this Interlocal Agreement will become null and void. A pro-rated (\$50.00 per month) invoice credit will be given to the Crossroads Village Center CDD upon initial execution for months of custodial services not utilized within the current fiscal year. Lake Alfred reserves the right to adjust the annual fee at each renewal period having given written notice of at least thirty (30) days prior to the annual renewal date to Crossroads Village Center CDD of its intent to adjust the fee.

6. Duration of this Agreement. This Interlocal Agreement shall be in force for one (1) year from the effective date and shall automatically renew for an additional year each successive year. Either party may terminate this Interlocal Agreement upon sixty (60) days written notice prior to the annual renewal date. Upon receipt of written notice from Lake Alfred to terminate this Interlocal Agreement, Crossroads Village Center CDD shall have sixty (60) days to designate a new records custodian and move its records to the new location.

7. Notices. Notices by one party to the other shall be given by depositing same in the United States Mail postage pre-paid at the following addresses:

To Lake Alfred:

Ryan Leavengood
City Manager
City of Lake Alfred
155 E. Pomelo Street
Lake Alfred, FL 33850

And

With a copy to:
(which shall not
constitute notice)

Frederick J. Murphy, Jr., Esquire
City Attorney
City of Lake Alfred
P.O. Drawer 30
Bartow, FL 33850

To Crossroads Village Center:

District Manager
Governmental Management Services—
Central Florida
Jillian (Jill) Burns
219 E. Livingston St.
Orlando, FL 32801
Phone: 407-841-5524
Fax: 407-839-1526
Email: jburns@gmscfl.com

And

District Counsel

KE Law Group
Lauren Gentry/Jennifer Kilinski
2016 Delta Blvd., Suite 101
Tallahassee, FL 32303
Lauren Gentry Phone: 850-933-4691
Lauren Gentry
Email: lauren@kelawgroup.com
Jennifer Kilinski Phone: 850-508-2335
Jennifer Kilinski
Email: jennifer@kelawgroup.com

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

8. This Agreement shall take effect upon the later of the initial receipt of records from Crossroads Village Center CDD and/or the approval by the City Commission of the City of Lake Alfred.

9. Crossroads Village Center CDD Indemnification of City. Crossroads Village Center CDD will indemnify and hold the City its elected and appointed officials, officers, employees, and agents harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, judgments, fines, expenses, taxes and assessments, and penalties (including reasonable attorneys' fees and court and other dispute resolution costs) arising out of: (i) any actions filed against the City as a result of the City's provision of records custodian services to the Crossroads Village Center CDD except in the event that the city's negligence is adjudged to be the sole cause of such claims that are the subject of the indemnification given hereunder; and/or (ii) The Crossroads Village Center CDD's breach of any term or condition of this Agreement; and/or (iii) the negligence or reckless, willful, or intentionally wrongful misconduct of Crossroads Village Center CDD except in the event that the City's sole negligence is adjusted to be the cause of such claims that are the subject of the indemnification given hereunder. Provided however that the City by being given any indemnities under this Agreement does not intend to waive its Sovereign Immunity or the limits of its liability as set forth in Section 768.28 of the Florida Statutes for any such claims arising out of any indemnities given to the City under this Agreement regardless of whether any such obligations are based in tort, contract, strict liability, statute, product liability, negligence or otherwise.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any actions arising out of this Agreement shall be filed exclusively in the State Courts in and for Polk County, Florida.

IN WITNESS WHEREOF the parties have caused these presents to be executed by their duly authorized officials on the dates set forth below.

ATTEST:

Crossroads Village Center CDD

Title

Title

Date: _____

ATTEST:

CITY OF LAKE ALFRED

Linda Bourgeois, BAS, MMC

Nancy Z. Daley, Mayor

Approved to Form and Legality

By: _____
Frederick J. Murphy, Jr.
City Attorney

Date: _____

SECTION IX

RESOLUTION 2022-22

A RESOLUTION BY THE BOARD OF SUPERVISORS OF CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Crossroads Village Center 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 the City of Haines City, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

WHEREAS, District records are available for public review and inspection at the offices of

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District’s local records office shall be located at:

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22nd day of February 2022

ATTEST:

**CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION X

RESOLUTION 2022-23

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF CROSSROADS
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND
PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Crossroads Village Center 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 the City of Haines City, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at Governmental Management Services - Central Florida LLC, 219 E. Livingston Street, Orlando, Florida 32801.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at _____ within Polk County, Florida.

SECTION 3. This Resolution shall take effect immediately upon

adoption. **PASSED AND ADOPTED** this 22nd day of February 2022

ATTEST:

**CROSSROADS VILLAGE CENTER
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors