

*Crossroads Village Center  
Community Development District*

*Meeting Agenda*

*May 28, 2025*



# AGENDA



# ***Crossroads Village Center Community Development District***

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219 E. Livingston St., Orlando, Florida 32801

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

May 21, 2025

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

Dear Board Members:

A meeting of the Board of Supervisors of the **Crossroads Village Center Community Development District** will be held on **Wednesday, May 28, 2025**, at **1:30 PM** at the **Lake Alfred Public Library, 245 N Seminole Ave., Lake Alfred, FL 33850**.

**Zoom Video Link:** <https://us06web.zoom.us/j/88390714868>

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

**Meeting ID:** 883 9071 4868

Following is the advance agenda for the meeting:

### **Audit Committee Meeting**

1. Roll Call
2. Public Comment Period
3. Review of Proposals and Tally of Audit Committee Members Rankings
  - A. DiBartolomeo, McBee, Hartley & Barnes
  - B. Grau & Associates
4. Adjournment

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (Public Comments are limited to a total of three (3) minutes each)
3. Approval of Minutes of the February 18, 2025 Board of Supervisors Meeting & February 18, 2025 Audit Committee Meeting
4. Acceptance of the Rankings of the Audit Committee and Authorizing Staff to Send Notice of Intent to Award
5. Items Related to District Financing
  - A. Presentation of Amended and Restated Master Engineer's Report for Capital Improvements dated May 20, 2025
  - B. Presentation of Amended and Restated Master Assessment Methodology Report dated May 28, 2025
  - C. Consideration of Resolution 2025-11 Declaring Special Assessments and Setting a Public Hearing on the Imposition of Special Assessments



- D. Consideration of Resolution 2025-12 Approving the Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing on the Adoption of the Budget
- E. Consideration of Resolution 2025-13 Approving the Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing on the Adoption of the Budget
- F. Consideration of Resolution 2025-14 Setting a Public Hearing on the Imposition of Operations and Maintenance Assessments for Fiscal Year 2025/2026
  - i. Presentation of Operations & Maintenance Assessment Methodology Report for Assessment Area One: Commercial dated January 28, 2025
- 6. Consideration of Assignment of Construction Contract
- 7. Consideration of Construction Funding Agreement
- 8. Consideration of Acquisition Agreement
- 9. Consideration of Resolution 2025-15 Revising Remaining Fiscal Year 2025 Meeting Schedule Dates and Time of Meetings
- 10. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
- 11. Other Business
- 12. Supervisors Requests and Audience Comments
- 13. Adjournment



# Audit Committee Meeting



## SECTION III



# SECTION A



# **Crossroads Village Center Community Development District**

<b>Proposer</b>
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**DiBartolomeo, McBee, Hartley & Barnes, P.A.**  
**Certified Public Accountants**

**2222 Colonial Road, Suite 200  
Fort Pierce, Florida 34950  
(772) 461-8833**

**591 SE Port St. Lucie Boulevard  
Port Saint Lucie, Florida 34984  
(772) 878-1952**

**Contact:**

**Jim Hartley, CPA  
Principal**



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Crossroads Village Center  
Community Development District  
Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Crossroads Village Center Community Development District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

***Proven Track Record***—Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

***Experience***—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.



***Timeliness*** – In order to meet the Districts needs, we will perform interim internal control testing by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 31<sup>st</sup>. Follow up review will be completed as necessary.

***Communication and Knowledge Sharing***— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,

A handwritten signature in black ink that reads "DiBartolomeo, McBee, Hartley & Barnes". The script is cursive and fluid, with the names connected together.

DiBartolomeo, McBee, Hartley & Barnes, P.A.



## PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

### ➤ *Professional Staff Resources*

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

<b>Professional Staff Classification</b>	<b>Number of Professionals</b>
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria
- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting



## PROFESSIONAL QUALIFICATIONS (CONTINUED)

### ➤ *Professional Staff Resources (Continued)*

- Audits of franchise fees received from outside franchisees
- Preparation of annual reports to the State Department of Banking and Finance
- Audits of Internal Controls – Governmental Special Project
- Assistance with Implementation of current GASB pronouncements

### ➤ *Current and Near Future Workload*

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

### ➤ *Identification of Audit Team*

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

**Jim Hartley, CPA** – Engagement Partner (resume attached)  
Will assist in the field as main contact

**Jay McBee, CPA** – Technical Reviewer (resume attached)

**Christine Kenny, CPA** – Senior (resume attached)



## **Jim Hartley**

*Partner – DiBartolomeo, McBee, Hartley & Barnes*

### **Experience and Training**

Jim has over 35 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 35 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

### **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining “best practice” accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall’s Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

### **Education and Registrations**

- Bachelor of Science in Accounting – Sterling College.
- Certified Public Accountant

### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **Volunteer Service**

- Treasurer & Executive Board - St. Lucie County Chamber of Commerce
- Budget Advisory Board - St. Lucie County School District
- Past Treasurer - Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors – State Division of Juvenile Justice



## **Jay L. McBee**

*Partner – DiBartolomeo, McBee, Hartley & Barnes*

### **Experience and Training**

Jay has over 45 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 45 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

### **Recent Engagements**

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

### **Education and Registrations**

- Bachelor of Science in Accounting and Quantitative Business Management – West Virginia University.
- Certified Public Accountant

### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **Volunteer Service**

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County



## **Christine M. Kenny, CPA**

### ***Senior Staff – DiBartolomeo, McBee, Hartley & Barnes***

#### **Experience and training**

Christine has over 18 years of public accounting experience and would serve as a senior staff for the Constitutional Officers. Her experience and training include:

- 18 years of manager and audit experience.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- 100 hours of relevant government CPE credits over the past 3 years.

#### **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities and special districts. Christine has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Christine currently provides services to multiple agencies to assist in implementing and maintaining “best practice” accounting policies and procedures.

Engagements include St. Lucie County Fire District, City of Fort Pierce, Town of Sewall’s Point, and Town of St. Lucie Village.

#### **Education and Registrations**

- Bachelor of Science in Accounting – Florida State University
- Professional Affiliations
- Active Member of the Florida Institute of Certified Public Accountants
- Active Member of the American Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association



## PROFESSIONAL QUALIFICATIONS (CONTINUED)

### ➤ ***Governmental Audit Experience***

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods



## ADDITIONAL DATA

### ➤ *Procedures for Ensuring Quality Control & Confidentiality*

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- Advancement
- Acceptance and continuance of clients
- Inspection and review system

### ➤ *Independence*

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:



## ADDITIONAL DATA (CONTINUED)

### ➤ *Independence (Continued)*

- Au Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- Government Auditing Standards, issued by the Comptroller General of the United States

### ➤ *Computer Auditing Capabilities*

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- Understand the computer control environment's effect on internal controls
- Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

*This evaluation includes:*

- System hardware and software
- Organization and administration
- Access



## Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	√	<b>Jim Hartley</b>			√	<b>250-300</b>
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005-current	√	<b>Mark Barnes</b>		√	√	<b>800</b>
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005-current	√	<b>Jim Hartley</b>	√	√	√	<b>600</b>
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	√	<b>Jim Hartley</b>			√	<b>100</b>
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	√	<b>Jay McBee</b>				<b>60</b>
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	√	<b>Jay McBee</b>				<b>60</b>
Tradition Community Development District 1-10 Alan Mishlove, District Finance Manager (407)382-3256	2002 - current	√	<b>Jim Hartley</b>			√	<b>350</b>
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>



## TECHNICAL APPROACH

**a. *An Express Agreement to Meet or Exceed the Performance Specifications.***

1. The audit will be conducted in compliance with the following requirements:
  - a. Rules of the Auditor General for form and content of governmental audits
  - b. Regulations of the State Department of Banking and Finance
  - c. Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1<sup>st</sup> of the following year. In order to ensure this we will perform interim internal control testing as required by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 30<sup>th</sup>. Follow up review will be completed as necessary.



***b. A Tentative Schedule for Performing the Key phases of the Audit***

<b>Audit Phase and Tasks</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec.</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>
<b><i>I. Planning Phase:</i></b>							
Meetings and discussions with Crossroads Village Center Community Development District personnel regarding operating, accounting and reporting matters							
Discuss management expectations, strategies and objectives							
Review operations							
Develop engagement plan							
Study and evaluate internal controls							
Conduct preliminary analytical review							
<b><i>II. Detailed Audit Phase:</i></b>							
Conduct final risk assessment							
Finalize audit approach plan							
Perform substantive tests of account balances							
Perform single audit procedures (if applicable)							
Perform statutory compliance testing							
<b><i>III. Closing Phase:</i></b>							
Review subsequent events, contingencies and commitments							
Complete audit work and obtain management representations							
Review proposed audit adjustments with client							
<b><i>IV. Reporting Phase:</i></b>							
Review or assist in preparation of financial statement for Crossroads Village Center Community Development District							
Prepare management letter and other special reports							
Exit conference with Crossroads Village Center Community Development District officials and management							
Delivery of final reports							



**b. SPECIFIC AUDIT APPROACH**

**Our partners are not strangers who show up for an entrance conference and an exit conference.** We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- Planning Phase
- Detailed Audit Phase
- Closing Phase
- Reporting

**Planning Phase**

**Meetings and Expectations:**

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Crossroads Village Center Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.



## **Review Operations and Develop Engagement Plan**

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

## **Study and Evaluate Internal Control**

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

## **Conduct Preliminary Analytical Review**

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.



## Detailed Audit Phase

### **Conduct Final Risk Assessment and Prepare Audit Programs**

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

### **Perform Substantive Tests of Account Balances**

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

### **Perform Single Audit Procedures (if applicable)**

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.



## **Perform Statutory Compliance Testing**

We have developed audit programs for Crossroads Village Center Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

### **Closing Phase**

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

### **Reporting Phase**

#### **Financial Statement Preparation**

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

#### **Management Letters**

***We want to help you solve problems before they become major.***

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

#### **Exit Conferences and Delivery of Reports**

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.



**PROPOSED AUDIT FEE**

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Crossroads Village Center Community Development District as follows:

September 2023	\$ 2,800
September 2024	\$ 2,950
September 2025	\$ 3,150
September 2026	\$ 3,250
September 2027	\$ 3,400

In years of new debt issuance fees may be adjusted as mutually agreed upon.



## SECTION B





**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

## **CROSSROADS VILLAGE CENTER**

**COMMUNITY DEVELOPMENT DISTRICT**

Proposal Due: April 14, 2025  
5:00PM

**Submitted to:**

Crossroads Village Center  
Community Development District  
c/o District Manager  
219 East Livingston Street  
Orlando, Florida 32801

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**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
1001 Yamato Road, Suite 301  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)





**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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**Grau & Associates**

CERTIFIED PUBLIC ACCOUNTANTS

April 14, 2025

Crossroads Village Center Community Development District  
c/o District Manager  
219 East Livingston Street  
Orlando, Florida 32801

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023, with an option for five (5) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Saddle Crossroads Village Center Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts**. With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

#### **Why Grau & Associates:**

##### **Knowledgeable Audit Team**

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

##### **Servicing your Individual Needs**

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

##### **Developing Relationships**

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating, and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

##### **Maintaining an Impeccable Reputation**

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.



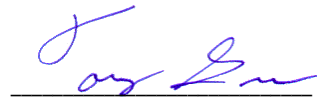
### **Complying With Standards**

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or David Caplivski, CPA ([dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



Antonio J. Grau



# Firm Qualifications



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

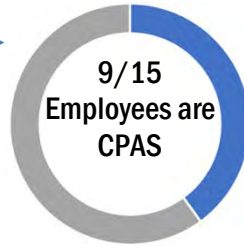


# Grau's Focus and Experience

## Our Team



**3** Partners  
**11** Professional Staff  
**2** Administrative Professionals



**2005**

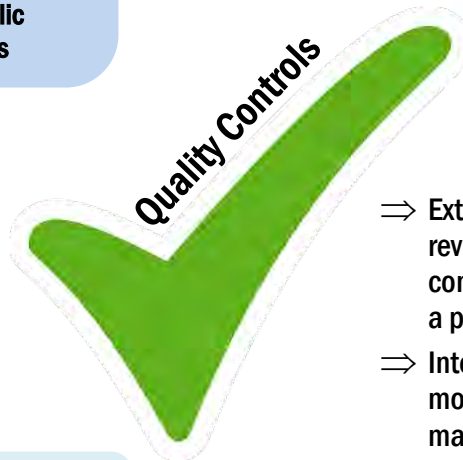
Year founded

## Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



**March 17, 2023**

**Antonio Grau**  
**Grau & Associates**  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791



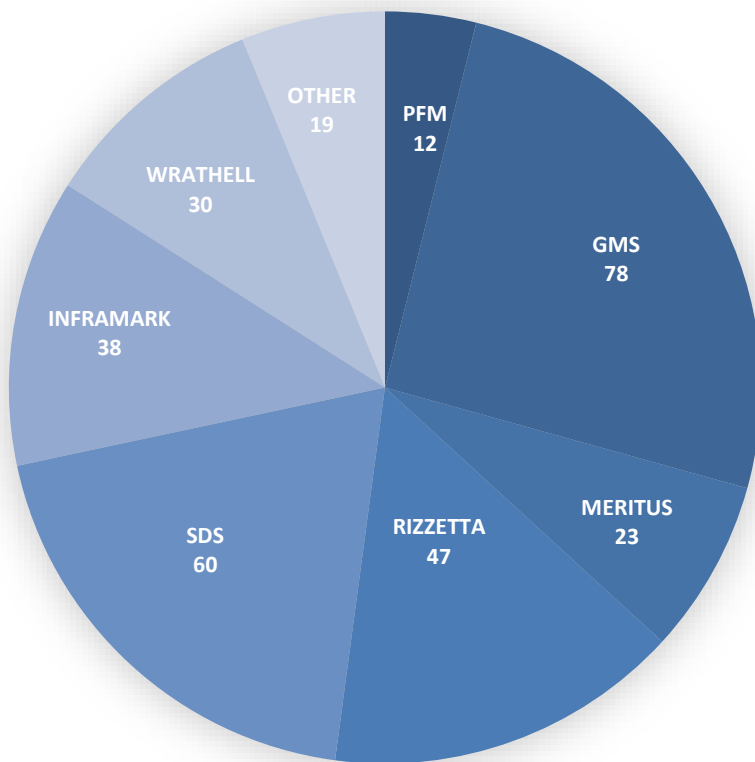
# **Firm & Staff Experience**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### Profile Briefs:

#### **Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 35+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*24 hours; Accounting,*

*Auditing and Other:*

*56 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, GFOA*

#### **David Caplivski, CPA (Partner)**

*Years Performing Audits: 13+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*24 hours; Accounting,*

*Auditing and Other:*

*64 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, FASD*

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

- David Caplivski



## **YOUR ENGAGEMENT TEAM**

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.





## Antonio 'Tony' J. Grau, CPA

### Partner

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

#### Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

#### Education

University of South Florida (1983)

Bachelor of Arts

Business Administration

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#### Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District  
Dunes Community Development District  
Fishhawk Community Development District (I,II,IV)  
Grand Bay at Doral Community Development District  
Heritage Harbor North Community Development District

St. Lucie West Services District  
Ave Maria Stewardship Community District  
Rivers Edge II Community Development District  
Bartram Park Community Development District  
Bay Laurel Center Community Development District

Boca Raton Airport Authority  
Greater Naples Fire Rescue District  
Key Largo Wastewater Treatment District  
Lake Worth Drainage District  
South Indian River Water Control

#### Professional Associations/Memberships

American Institute of Certified Public Accountants  
Florida Institute of Certified Public Accountants  
City of Boca Raton Financial Advisory Board Member

Florida Government Finance Officers Association  
Government Finance Officers Association Member

#### Professional Education (over the last two years)

##### Course

Government Accounting and Auditing  
Accounting, Auditing and Other  
Total Hours

##### Hours

24  
56  
80 (includes of 4 hours of Ethics CPE)





**David Caplivski, CPA/CITP, Partner**  
Contact : [dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com) / 561-939-6676

**Experience**

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

**Education**

Florida Atlantic University (2009)  
Master of Accounting  
Nova Southeastern University (2002)  
Bachelor of Science  
Environmental Studies

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**Certifications and Certificates**

Certified Public Accountant (2011)  
AICPA Certified Information Technology Professional (2018)  
AICPA Accreditation COSO Internal Control Certificate (2022)

**Clients Served (partial list)**

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderhill GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

**Professional Education (over the last two years)**

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	88 (includes 4 hours of Ethics CPE)

**Professional Associations**

Member, American Institute of Certified Public Accountants  
Member, Florida Institute of Certified Public Accountants  
Member, Florida Government Finance Officers Association  
Member, Florida Association of Special Districts



# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

### Dunes Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

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### Two Creeks Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

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### Journey's End Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.



## **Phase II – Execution of Audit Plan**

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## **Phase III - Completion and Delivery**

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.



Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.



# **Cost of Services**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2028 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2023	\$2,800
2024	\$2,900
2025	\$3,000
2026	\$3,100
2027	\$3,200
2028	<u>\$3,300</u>
<b>TOTAL (2023-2028)</b>	<b><u>\$18,300</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.



# **Supplemental Information**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



## **PARTIAL LIST OF CLIENTS**

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
<b>TOTAL</b>	<b>491</b>	<b>5</b>	<b>4</b>	<b>484</b>	



## **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing **Crossroads Village Center Community Development District** with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**



**Crossroads Village Center CDD Auditor Selection**

	<b>Ability of Personnel (20 pts)</b>	<b>Proposer's Experience (20 pts)</b>	<b>Understading of Scope of Work (20 pts)</b>	<b>Ability to Furnish the Required Services (20 pts)</b>	<b>Price (20 pts)</b>	<b>Total Points Earned</b>	<b>Ranking (1 being highest)</b>
<b>DiBartolomeo, McBee, Hartley &amp; Barnes</b>					2023- \$2,800 2024- \$2,950 2025- \$3,150 2026- \$3,250 2027- \$3,400		
<b>Grau &amp; Associates</b>					2023- \$2,800 2024- \$2,900 2025- \$3,000 2026- \$3,100 2027- \$3,200 2028- \$3,300		



# Board of Supervisors Meeting



# MINUTES



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

The Landowners' meeting of the Board of Supervisors of the Crossroads Village Center Community Development District was held Tuesday, **February 18, 2025**, at 11:03 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present were:

Syed Raza  
Richard Laccabue  
Cindy Steele  
Dr. Murthy Ravipati  
Jill Burns  
Grace Rinaldi  
Jennifer Kilinski  
Dave Schmitt  
Katie O'Rourke

District Manager, GMS  
District Counsel, KVV Law  
District Counsel, KVV Law  
District Engineer, Schmitt Engineering  
GMS

**FIRST ORDER OF BUSINESS**

**Determination of Number of Voting Units  
Represented**

Ms. Burns confirmed that there are 120.3 acres within the community which authorized landowners to cast up to 121 votes for each of the three seats that are available. Ms. Burns asked Mr. Raza, who represented the Black Mountain Group, if that was the name of the entity that owned the land. Mr. Raza answered, Yes.

**SECOND ORDER OF BUSINESS**

**Call to Order**

Ms. Burns called the meeting to order and called the roll.

**THIRD ORDER OF BUSINESS**

**Election of Chairman for the Purpose of  
Conducting the Landowners' Meeting**

Ms. Burns was elected as Chairperson.



**FOURTH ORDER OF BUSINESS**

**Nominations for the Position of Supervisor**

The first nominee was Dr. Murthy Ravipati, the second nomination was Mr. Richard Laccabue, the third nomination was Ms. Cindy Steele.

**FIFTH ORDER OF BUSINESS**

**Casting of Ballots**

Ms. Burns stated that Dr. Ravipati received 75 votes. Mr. Laccabue received 100 votes and Ms. Steele received 100 votes.

**SIXTH ORDER OF BUSINESS**

**Ballot Tabulation**

Ms. Burns stated that Mr. Laccabue and Ms. Steele would serve four-year terms, and Dr. Ravipati would serve a two-year term. Ms. Burns congratulated the three newly elected Supervisors.

**SEVENTH ORDER OF BUSINESS**

**Landowner's Questions and Comments**

There were no questions or comments.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns adjourned the meeting.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman



**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, **February 18, 2025**, at 11:05 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present and constituting a quorum:

Syed Raza	Chairman
Richard Laccabue	Assistant Secretary
Cindy Steele	Assistant Secretary
Dr. Murthy Ravipati	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Grace Rinaldi	District Counsel, KVV Law
Jennifer Kilinski	District Counsel, KVV Law
Dave Schmitt	District Engineer, Schmitt Engineering
Katie O'Rourke	GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated that 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 administered the oath of office to the three newly elected Supervisors. Ms. Jennifer Kilinski updated each of the new supervisors on Sunshine Law and stated that they would send each new supervisor a CDD package with information about the District, relevant information about the Code of Ethics, the Sunshine Law, and Public Records. She noted that it would contain



information that would be useful to their service as CDD Board members. Ms. Kilinski discussed the rules and regulations of being a Board member, the Sunshine Law and conversations outside Board meetings, public records, and setting up separate emails for CDD correspondence.

**B. Consideration of Resolution 2025-01 Canvassing and Certifying the Results of the Landowners Election**

Ms. Burns stated that they would fill in the results from the ballot that had been submitted with the Supervisors elected, along with the number of votes and terms. She was happy to answer any questions. She noted that they were looking for a motion to approve that resolution.

On MOTION by Mr. Raza, seconded by Ms. Steele, with all in favor, Resolution 2025-01 Canvassing and Certifying the Results of the Landowners Election was approved.

**C. Election of Officers**

Ms. Burns stated that the election of the officers was included in the package for review.

**D. Consideration of Resolution 2025-02 Electing Officers**

Ms. Burns stated that Mr. Daniel Harper was previously chair, with Mr. Raza Vice Chair. Board consensus was for Mr. Raza to serve as the Chair and Mr. Harper as Vice Chair. The other three would be Assistant Secretaries, with Mr. Flint in Ms. Burns's office and herself as Secretaries.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, Resolution 2025-02 Electing Officers as slated above, was approved.

**E. Consideration of Resolution 2025-03 Extending Board Member Terms of Office to Coincide with General Election**

Ms. Burns stated that the Landowner Election was in an odd year. She noted that they had hit the threshold where the District had been established for at least six years and there were at least 250 registered voters within the community. She added that the election process, which was the General Election, was handled by the Supervisor of Elections. She noted that it would have to occur in an even year to coincide with their regular election. Ms. Burns stated that when the residents within the District go to vote for President or Senator, it would be on their ballot insert



for the CDD to elect those Board seats. She explained that what that did was extend the terms so that they would line up evenly and eventually transition. She added she would be happy to answer any questions.

On MOTION by Mr. Raza, seconded by Ms. Steele, with all in favor, Resolution 2025-03 Extending Board Member Terms of Office to Coincide with General Election, was approved.

**F. Consideration of Resolution 2025-04 Appointing Bank Account Signatories**

Ms. Burns stated that this was an administrative matter. She added that these appointed officers were to be signers on the account rather than individual persons. She noted that this would allow them, if there were a change in officers, to provide the resolution with the new one rather than having to name them and update the forms. She noted that anyone in any office would be authorized to sign for the bank account if they set up that resolution.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, Resolution 2025-04 Appointing Bank Account Signatories was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the July 26, 2022  
Board of Supervisors Meeting**

Ms. Burns stated that the minutes from the July 26, 2022, Board of Supervisors Meeting had been approved. She added, for those who remembered the meeting back that far, that the minutes reflected the action taken by the Board. She added that she would be happy to answer any questions. She looked for a motion to approve. There was a motion and a second. The motion passed.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, the Minutes of the July 26, 2022, Board of Supervisors Meeting, were approved.

**FIFTH ORDER OF BUSINESS**

**Items Related to District Financing**

**A. Presentation of Amended and Restated Master Engineer's Report for Capital Improvements dated February 18, 2025 *(to be provided under separate cover)***



Ms. Burns stated that they had a few items that they were still working through and were still updating the documents. Ms. Kilinski suggested they could approve the report in substantial form to set the public hearing. Ms. Burns suggested that the Board approve a motion to approve the amended and restated Master Engineers Report in substantial form.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, the Amended and Restated Master Engineer's Report for Capital Improvements dated February 18, 2025, was approved in substantial form.

**B. Presentation of Amended and Restated Master Assessment Methodology Report (*to be provided under separate cover*)**

Ms. Burns added they would be looking for a motion to approve this report in substantial form.

On MOTION by Mr. Raza, seconded by Ms. Steele, with all in favor, the Amended and Restated Master Assessment Methodology Report, was approved in substantial form.

**C. Consideration of Resolution 2025-05 Declaring Special Assessments and Setting a Public Hearing on the Imposition of Special Assessments**

Ms. Burns suggested the public hearing be held on April 23, 2025. Ms. Kilinski added that they would estimate the cost based on the confirmation of the \$72 million, then to \$93 million, and the maximum assessment value. She added, just for purposes of the Board, those were the same numbers they had gone through on the master engineer's report and the master methodology prior. Ms. Kilinski stated that they would mail and publish a notice for that April hearing to identify the new product types and the allocation of potential debt. Ms. Kilinski indicated that they could set the public hearing, make modifications as necessary, and bring it back to the Board if they were comfortable with that. The modifications need to be updated before the mail notice is sent out. Ms. Burns stated that it was a 30-day notice of the hearings, the 23<sup>rd</sup> of April, which needed to go out by mid-March. She added that they would get the changes made and circulated and said they would work with the financing group.



On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, Resolution 2025-05 Declaring Special Assessments and Setting a Public Hearing on the Imposition of Special Assessments, was approved.

**D. Consideration of Resolution 2025-06 Ratifying Staff's Actions in Posting the Financials for Fiscal Year 2023/2024 and Billing Such Service to the Developer**

Ms. Burns stated they did not have a budget for 2024 because the Board had not met. She added that they were approving the final financials for 2024. She noted that she could answer any questions.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, Resolution 2025-06 Ratifying Staff's Actions in Posting the Financials for Fiscal Year 2023/2024 and Billing Such Service to the Developer, was approved.

**E. Consideration of Resolution 2025-07 Approving the Proposed Budget for Fiscal Year 2024/2025 and Fiscal Year 2025/2026 and Setting a Public Hearing on the Adoption of the Budgets**

Ms. Burns stated that this is when they usually start their budget process. Ms. Burns said to notice the budget that they have included a very similar building to the one they were discussing with the commercial tenants. She added that they had allocated it to the administrative portion and had Assessment Area 1 field expenses for the main road and commercial portion. Ms. Burns said it did not mean they would be billed for the full amount. She added that they were based on what they had and the development time. Ms. Burns said they had listed it as a likely developer contribution for that year that would bring them through September 30, 2025.

Mr. Raza stated that it was not going to be sold off. Not all, but a portion, some residential and some commercial. Ms. Burns stated that the portion that would be sold would be before October 1, 2025. She added they would have it listed and will assess assessments, or make developer contributions, giving them a little flexibility on how they would do that. Ms. Burns noted that collecting those at the closing might make more sense if they levy an assessment and collect on the new tax bill. Ms. Burns stated they had assessments or developer contributions that would give them flexibility. She noted that this year it would be developer funding.



Ms. Burns explained that they could either levy the assessment or directly assess the individual property owners. Ms. Burns asked if it was platted already, and Mr. Raza said it was. Mr. Raza noted that they would have the plat confirmed in the next three weeks, so all the comments had been addressed and routed to them for their signatures. Mr. Raza stated that Phase 1 was already platted. He confirmed with Mr. Schmidt that Phase 2 had not been scheduled to start yet. Mr. Schmidt noted they were supposed to begin plans in a couple of weeks. Mr. Schmidt added that it would be at least eight months away. Mr. Raza stated that they may do the residential platting first. He asked Mr. Schmidt if Phase One was done. He said it was. Ms. Burns added that the commercial portion is all platted.

Ms. Burns stated that they had filled out and reviewed the budget, which set a cap on what they anticipated the costs to be for those areas. Ms. Burns noted that they did not include any field expenses for the residential portion. Ms. Burns had the budget resolution and the proposed budget. Ms. Burns asked if there were any questions on the budget or any of the line items.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, Resolution 2025-07 Approving the Proposed Budget for Fiscal Year 2024/2025 and 2025/2026 and Setting a Public Hearing on the Adoption of the Budgets was approved.

**i. Consideration of Developer Funding Agreement for Fiscal Year 2024/2025 and Fiscal Year 2025/2026 Budgets**

Ms. Burns stated they had seen the methodology report circulated and discussed. She added that they had updated it a few times but thought she had it where it needed to be. She added that the public hearing imposes assessments based on April's operations and maintenance methodology.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, the Developer Funding Agreement for Fiscal Year 2024/2025, was approved.

**F. Consideration of Resolution 2025-08 Setting a Public Hearing on the Imposition of Operations and Maintenance Assessments for Fiscal Year 2025/2026**

**i. Presentation of Operations & Maintenance Assessment Methodology Report for Assessment Area One: Commercial dated January 28, 2025**



Ms. Burns stated they had looked at the schedules and had proposed a date for the fourth Wednesday of the month at 1:30 p.m. She added that the hearing would be based on what worked for the Board.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, Resolution 2025-08 Setting a Public Hearing on the Imposition of Operations and Maintenance Assessments for Fiscal Year 2025/2026 was approved.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2025-09 Designation of a Regular Monthly Meeting Date, Time, and Location for Remaining Fiscal Year 2025 Board Meetings**

Ms. Burns noted that they could adjust the meetings, but suggested the meetings be held the fourth Wednesday of the month at 1:30 p.m.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, Resolution 2025-09 Designation of a Regular Monthly Meeting Date, Time and Location for Remaining Fiscal Year 2025 Board Meetings, was approved.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of the Adoption of Goals and Objectives for the District**

Ms. Burns stated that Florida statutes had changed since they last met, requiring Districts to adopt annual goals and objectives. She noted that the District needed to have them in place by October 1, 2024; they had not met before. Ms. Burns added that the goals had been drafted by their office, and if put in place, they would meet with the statutory requirement that was put in place by the state. They had general goals and objectives administered through the District to hold meetings, keep records, and all things required by statute. Ms. Burns stated she would be happy to answer any questions.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, the Adoption of Goals and Objectives for the District, was approved.



**EIGHTH ORDER OF BUSINESS****Consideration of Resolution 2025-10  
Authorizing the Publication of Legal  
Advertisements and Public Notices on a  
Publicly Accessible Website in Polk  
County**

Ms. Burns stated that Florida statutes require all advertisements to provide notice in a newspaper unless there is a county website they can piggyback off to post notices. She added that Polk County recently put up a website where they utilized their notices, which they used for most advertisements. She said that general meeting notices and specific assessment notices would have to be placed in the newspaper but would save money from placing the advertisements in the newspaper. She noted that she would be happy to answer any questions. She said they were looking for a motion to approve.

Mr. Raza asked about the cost of being part of the website, or the annual fee. Ms. Burns replied that there was a one-time charge for everyone's direction to the website, but that they could utilize it. She added that regular meetings and notices in the newspaper are \$100, but they would be able to save. The assessment notices are expensive and will still have to be in the newspaper, but most general notices can be utilized on the website.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, Resolution 2025-10 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County, was approved.

**NINTH ORDER OF BUSINESS****Ratification and Consideration of  
Agreements with Polk County Property  
Appraiser**

- A. Ratification of 2023 Data Sharing and Usage Agreement**
- B. Ratification of 2023 Contract Agreement**
- C. Ratification of 2024 Data Sharing and Usage Agreement**
- D. Ratification of 2025 Contract Agreement**
- E. Consideration of 2025 Data Sharing and Usage Agreement with Polk County Property Appraiser**
- F. Consideration of 2025 Contract Agreement with Polk County Property Appraiser**

Ms. Burns stated that these agreements, which they had had for several years, for Fiscal Year 2023 and 2024, had already been signed off on. She added that they were looking for ratification. She noted that the 2025 agreements were the new ones they wanted to be approved.



She stated they were standard agreements with the property appraiser required to utilize the tax bill to collect yearly assessments. Ms. Burns said they would send them the parcels within the community then certify the assessments to the tax collectors. She added she would answer any questions.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, Ratification and Approval of the Agreements with Polk County Property Appraiser, was approved.

#### **TENTH ORDER OF BUSINESS**

#### **Ratification of Audit Services Agreement for Fiscal Year 2022 Audit with Grau & Associates**

Ms. Burns stated that this was executed outside a Board meeting for the Fiscal Year 2022 audit. She added that the audit was completed and was happy to answer any questions.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, the Audit Services Agreement for Fiscal Year 2022 Audit with Grau & Associates, were ratified.

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

#### **Appointment of Audit Committee**

Ms. Burns stated that the Board could appoint itself as the Audit Committee, which Ms. Burns suggested. Ms. Burns asked if there was a motion to appoint the Board as the Audit Committee. There was a motion. Then a second. The motion passed.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, the Appointment of the Board of Supervisors as the Audit Committee, was approved.

#### **TWELFTH ORDER OF BUSINESS**

#### **Staff Reports**

##### **A. Attorney**

##### **i. Information Regarding Ethics Training for Elected Officials and Other Legislative Updates**

Ms. Kilinski stated she had nothing specific to report. She added that she was working on several methodology provisions and would hopefully bring back delegation for the Board. She was



looking forward to working with them all on the grand project. She noted that if there were any questions, she'd be happy to answer them.

Ms. Burns added that they had included their ethics training memo because the Board hadn't met. Ms. Kilinski stated that there were free resources online when they filed their Form #1. She added that a few Board members were on the Board before, but whose terms wouldn't expire. She added that when filing their Form 1 with the Commission on Ethics, now they would do it through a portal and not through the local supervisor. The ethics training would be in four parts and would take four hours to complete. Ms. Kilinski stated that for all who were newly appointed, they would have until the end of 2025 to complete it.

**B. Engineer**

Mr. Taylor stated he was looking forward to working with everyone.

**C. District Manager's Report****i. Approval of Check Register**

Ms. Burns noted that she had approved the check register included in the agenda package for review. She stated that she was happy to answer any questions. She was looking for a motion to approve. There was a motion and a second. The motion passed.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, the Check Register, was approved.

**THIRTEENTH ORDER OF BUSINESS****Other Business**

A Board member stated that they were having to clean the methodology repeatedly. Ms. Burns noted that the Engineers' report outlined the scope of their project. She added that it would show what the District was going to construct and own or maintain or convey to another entity, such as the city or county, of its utilities. She added that the Engineers Report said what the District would construct, which is ultimately what the cost would show with permit status and other items. She noted that the methodology took the costs in the Engineer's Report and showed that those costs were acceptable and had been advanced to the benefited property owner. Ms. Burns stated that there was a benefit to making improvements, which was essential in the report. What it did was allocate the benefit to the properties within the community. Ms. Burns noted that they would refine



what they would call supplemental assessment methodology that reflects the actual terms of their bond issuance when they were ready to issue bonds. She added that it would have either a targeted assessment level or the full amount listed, which depended on the lowering prices and showing the benefits to the property owners. The assessments were then collected on the tax bill for the following 30 years to pay off the bond that was issued. The commercial portions had a different ERU than the residential portions.

Ms. Burns added that it would be paid back over the term of the 30-year bond. Ms. Burns continued saying they would allocate the debt for building the infrastructure, and then the operations and maintenance methodology would allocate the maintenance cost once constructed. The operations and maintenance methodology was how they would maintain the life of the improvements, like maintenance. She added that this would be outlined in their agreement and the purchase and sale agreement.

**FOURTEENTH ORDER OF BUSINESS****Supervisors' Requests and Audience  
Comments**

There being no comments, the next item followed.

**FIFTEENTH ORDER OF BUSINESS****Adjournment**

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

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman



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

The Audit Committee meeting of the Crossroads Village Center Community Development District was held Tuesday, **February 18, 2025**, at 11:49 a.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present for the Audit Committee were:

Syed Raza  
Richard Laccabue  
Cindy Steele  
Dr. Murthy Ravipati

Also present were:

Jill Burns  
Grace Rinaldi  
Jennifer Kilinski  
Dave Schmitt  
Katie O'Rourke

District Manager, GMS  
District Counsel, KVV Law  
District Counsel, KVV Law  
District Engineer, Schmitt Engineering  
GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated that there were no members of the public present or in attendance via Zoom.

**THIRD ORDER OF BUSINESS**

**Audit Services**

**A. Approval of Request for Proposals and Selection Criteria**

Ms. Burns stated that they had approved the request for proposals, the selection criteria, and the notice. he noted that the Board could make any adjustments to the criteria. Ms. Burns noted that they were seeking authorization for their staff to publish the proposal request and approve the selection criteria.



**B. Approval of Notice of Request for Proposals for Audit Services**

Ms. Burns asked the Board for authorization to publish the request for proposals.

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, the Notice of Request for Proposals for Audit Services, was approved.
---

**C. Public Announcement of Opportunity to Provide Audit Services**

Ms. Burns asked the Board for authorization to be able to publish the request for proposals and approve the selection criteria.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

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

On MOTION by Mr. Raza, seconded by Dr. Ravipati, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman



## SECTION V



# SECTION A



**AMENDED AND RESTATED  
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**

**May 20, 2025**



# **CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**

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## **LIST OF EXHIBITS**

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EXHIBIT 2- Legal Description

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Map EXHIBIT 5- Zoning Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Infrastructure Costs

EXHIBIT 8- Summary of Proposed Infrastructure

EXHIBIT 9- Overall Site Plan



**AMENDED AND RESTATED MASTER ENGINEER’S REPORT  
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

This Amended and Restated Master Engineer’s Report for Capital Improvements (the “Report”) amends the Master Engineer’s Report for Capital Improvements, dated February 16, 2022 to update costs and the revised site plan for the Crossroads Village Center development (“Development”). 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 the anticipated land uses within the District consist of a mix of commercial and residential development. These land uses, which are subject to change based on a number of factors, are described in **Table A**:

**Table A**

<b>Land Use</b>	<b>Units / Sq.ft.</b>
Commercial – Per 1k Sq Feet	409,600 sq/ft
Hotel	90 Room
Multifamily	350 Units
Assisted Living Facility (“ALF”)	140 Room
Townhomes	225 Units

The currently proposed development program for the District is presented in **Table B**:

**Table B**

<b>Category</b>	<b>Description</b>
Assessment Area 1	Commercial (321,734 sq/ft)
Assessment Area 2	Hotel, Multifamily, ALF, Townhomes (87,866 sq/ft)

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 **Tables D, D1, and D2** of this Report.

This “Capital Improvement Plan” or Report reflects the present intentions of the District. 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 this 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.

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 by the District to the City for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

The purpose of this Report is to outline the District’s master infrastructure plan and provide engineering support for the financing of construction, installation, and/or acquisition of public infrastructure improvements necessary to support development within the District. This



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 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 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 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 multiple phases. The Development is currently anticipated to consist of 225 townhome lots, 350 multi-family units, 140 room assisted living facility, 90 hotel rooms (together, “Assessment Area Two Units”) and 409,600 square feet of commercial property (“Assessment Area One Units”), along with recreation/amenity areas, parks and open space, landscaping and hardscaping, and associated infrastructure – all as is more specifically described herein and in **Table A**.



For purposes of construction phasing in the Development, the following is assumed:

	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Total</b>
<b><i>Assessment Area One</i></b>				
Commercial (sq. ft)	321,734	0	0	<b>321,734</b>
<b><i>Assessment Area Two</i></b>				
Commercial (sq. ft)		87,866	0	<b>87,866</b>
Hotel (rooms)	0	90	0	<b>90</b>
Multi-family (units)	0	350	0	<b>350</b>
Townhomes (units)	0	0	225	<b>225</b>
Assisted Living (rooms)	0	140	0	<b>140</b>

#### **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 the Development. The primary portions of the CIP will entail master stormwater management facility construction and the mass grading, roadways built to an "urban" typical section, water and sewer facilities, and off-site improvements required by development approvals to support 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. There will also be master infrastructure improvements associated with the remaining phases of the Development as provided in this 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 run off 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 downgradient 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 Development.

- 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 providing 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 3 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 Phases 1, 2 & 3. The 6" force main ("FM") will tie into an existing 6" FM on Florida Avenue. 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 is 1 proposed FM to be built to serve the entire Development. The FM will tie into an existing City's FM on Florida Ave and will cross under HWY 27. 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 or will be addressed under separate financing documents. These improvements benefit both assessment areas.

### **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. The Amenity Center will be available to the general public if financed by the District, subject to a reasonable fee. The Assessment Area One Units have a de minimis benefit from the District's amenity and park improvements and will be permitted to purchase access to the same with payment of a reasonable fee as the rest of 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 water mains 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.



## **Miscellaneous**

The stormwater improvements, wetland mitigation, off-site improvements, traffic signals, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional and legal, district maintenance fees as described in this report, are currently planned to be financed by the District with the intention of benefiting all or a portion, as further described herein and in any supplements to this report, 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 as further detailed in this Report. The costs included in this 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**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
City Zoning Approval	Approved
City Preliminary Plat	Approved
City Master Utility	Approved
City Master Drainage	Approved
SWFWMD ERP (Mass Grading)	Approved
ACOE	N/A



### PHASE 1

Permits / Approvals	Approval / Expected Date
SWFWMD ERP (Phase 1 MOD)	Approved
Construction Plans Haines City (Phase 1)	Approved
Construction Plans Haines City (Off-Site)	Approved
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)	Approved
FDOT Utility	Approved
FDOT 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

### 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 of the District 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, listed in Tables D, D1, and D2, 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.



**Crossroads Village Center Community Development District**  
**Summary of Proposed Infrastructure**  
**Table C**

<b><u>Infrastructure</u></b>	<b><u>Construction Entity</u></b>	<b><u>Ownership Entity</u></b>	<b><u>Capital Financing</u><sup>1</sup></b>	<b><u>Operation &amp; Maintenance Entity</u></b>
Stormwater Management Facilities	District	District	District	District
Water and Wastewater Utilities (Lift Stations, Water, & Sewer) <sup>2</sup>	District	City of Haines City	District	City of Haines City
Electric and Lighting Utilities (Street Lighting & Conduit) <sup>3</sup>	District	District	District	District
Internal Roadway Improvements and Parking <sup>4</sup>	District	District	District	District
Offsite Roadway Improvements <sup>5</sup>	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 <sup>6</sup>	District	City of Haines City	District	City of Haines City

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

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

<sup>3</sup> 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.

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

<sup>5</sup> 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.

<sup>6</sup> 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.



**Crossroads Village Center Community Development District**  
**Summary of Probable Infrastructure Costs**  
**Table D**

<b><u>Infrastructure</u><sup>1,2</sup></b>	<b><u>Mass Grading</u></b>	<b><u>Phase 1</u> <u>2025-2026</u> <b>(Commercial)</b></b>	<b><u>Phase 2</u> <u>2025-2026</u> <b>(Commercial/ Residential)</b></b>	<b><u>Phase 3</u> <u>2025-2026</u> <b>(Residential)</b></b>	<b><u>Total</u></b>
Stormwater Management Facilities <sup>3</sup>	N/A	\$6,701,913.80	\$3,350,956.90	\$6,701,913.80	\$16,754,784.50
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 <sup>4</sup>	N/A	\$3,839,573.81	\$6,285,695.50	\$852,584.00	10,977,853.31
Entry Feature & Signage, Landscaping, Hardscaping, & Fencing	N/A	\$1,334,546.00	\$2,956,327.00	\$2,956,327.00	\$7,247,200.00
Offsite Roadway Improvements <sup>5 6 7</sup>	N/A	\$2,198,060.60	\$1,053,403.50	N/A	\$3,251,464.10
Amenities & Parks	N/A	N/A	\$250,000.00	\$750,000.00	\$1,000,000.00

<sup>1</sup> 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.

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

<sup>3</sup> 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.

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

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

<sup>6</sup> \$1,000,000.00 added for Two Off-Site Signals (\$500,000.00 Each) 4 signals

<sup>7</sup> \$200,000.00 added for Off-Site Watts Dairy Drainage



Wetland Mitigation <sup>9</sup>	N/A	\$2,000,000.00	\$730,000.00	\$600,000.00	\$3,330,000.00
Offsite Utility Improvements	N/A	\$390,105.00	\$70,810.00	N/A	\$460,915.00
15% Contingency <sup>10</sup>	N/A	\$2,806,358.28	\$2,406,151.79	\$1,871,785.06	\$7,084,295.13
<b>TOTAL</b>	<b>N/A</b>	<b>\$21,515,413.49</b>	<b>\$18,447,163.69</b>	<b>\$14,350,352.11</b>	<b>\$54,312,929.29</b>

<sup>9</sup> 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, please note this has been approved by SWFWMD Permit No. 43041539.039 dated 1/2/25. 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.

<sup>10</sup> 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, traffic engineers, consultants 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.

A separation of costs into Assessment Areas 1 and 2 can be found in Tables D1 (Assessment Area 1) and Table D2 (Assessment Area 2).

Table D1 provides a summary of the proposed CIP and corresponding cost estimates to Assessment Area 1, which includes the commercial uses. Table D2 provides a summary of the proposed CIP and corresponding cost estimates to Assessment Area 2, which includes the single-family, townhome, multi-family, and hotel.

**Table D1 – Assessment Area 1 Costs (Phase 1)**

<b>Improvement Description</b>	<b>Estimated Cost</b>
Stormwater Management Facilities	\$6,701,913.80
Utilities (Lift Stations, Water, Sewer, Street Lighting, & Conduit)	\$2,244,856.00
Internal Roadway Improvements/Parking	\$3,839,573.81
Entry Feature & Signage, Landscaping, Hardscaping, & Fencing	\$1,334,546.00



Amenities and Park Facilities	0
Offsite Roadway Improvements	\$2,198,060.60
Wetland Mitigation	\$2,000,000.00
Offsite Utility Improvements	\$390,105.00
Contingency	2,806,358.28
Total Assessment Area 1 Costs	\$21,515,413.49

**Table D1 A – Assessment Area 1**

	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Total</b>
<b>Assessment Area One</b>				
Commercial (sq. ft)	321,734	0	0	321,734

**Table D2 – Assessment Area 2 Costs (Phases 2 & 3)**

<b>Improvement Description</b>	<b>Estimated Cost</b>
Stormwater Management Facilities	\$10,052,870.70
Utilities (Lift Stations, Water, Sewer, Street Lighting, & Conduit)	\$1,961,561.25
Internal Roadway Improvements and Parking	\$7,138,279.50
Entry Feature & Signage, Landscaping, Hardscaping, & Fencing	\$5,912,654.00
Amenities and Park Facilities	\$1,000,000.00
Offsite Roadway Improvements	\$1,053,403.50
Wetland Mitigation	\$1,330,000.00
Offsite Utility Improvements	\$70,810.00
Contingency	\$4,277,936.85
Total Assessment Area 2 Costs	\$32,797,515.80



**Table D2 A – Assessment Area 2**

	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Total</b>
<b>Assessment Area Two</b>				
Single Family (units)				
Hotel (rooms)	0	90	0	<b>90</b>
Multi-family (units)	0	350	0	<b>350</b>
Townhomes (units)	0	0	225	<b>225</b>
Assisted Living (rooms)	0	140	0	<b>140</b>



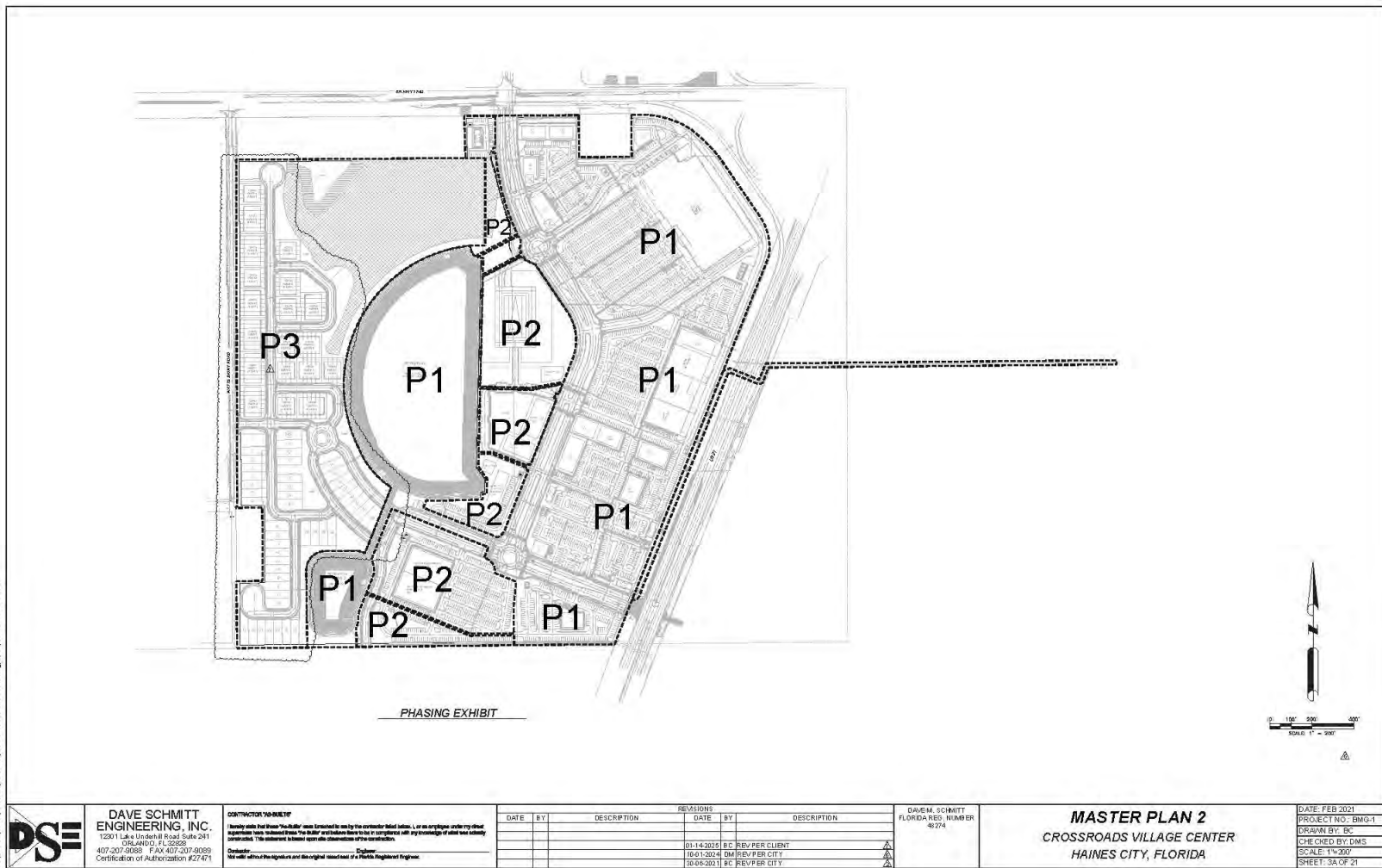
## EXHIBIT 1 – LOCATION MAP







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NTS



**SITE**

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

DATE BY REVISIONS  
DESCRIPTION

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VILLAGE  
CENTER

DATE: JUNE 2021 PROJECT NO.: BMG-1 DRAWN BY: SAM C



CONTRACTOR'S SEAL

I hereby certify that these "As-Built" were furnished to me by the contractor listed below. I, or a registered professional engineer, under my direct supervision, have reviewed these "As-Built" and believe them to be accurate and complete as shown on the drawings. This statement is based on the information provided by the contractor.

Contractor: \_\_\_\_\_ Engineer: \_\_\_\_\_  
Not valid without the signature and seal of a registered professional engineer.


40274

EXHIBIT 1 -  
LOCATION MAP  
CROSSROADS



## EXHIBIT 2 – LEGAL DESCRIPTION



# 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 S 77°23'13"W, 296.79 feet; thence S 66°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 S2°44'12"E, 102.83 feet; thence N38°48'43"E, 214.22 feet; thence N68°07'DO"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: 30-27-27-000000-023020 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 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



ENGINEERING, INC.

16201 LAKE UNDERHILL ROAD  
DADE CITY, FL 34601

FOR THE PROJECT, THE UNDERSIGNED

### CONTRACTOR'S DECLARATION

I hereby certify that these "As-Built" were prepared to the best of my knowledge and belief, and that I am a duly licensed Professional Engineer in the State of Florida. I am not aware of any fraud or other illegal conduct in the preparation of these drawings. I am not aware of any fraud or other illegal conduct in the preparation of these drawings. I am not aware of any fraud or other illegal conduct in the preparation of these drawings.

Not used without the signature and the original seal of the Florida Registered Engineer.

DATE	BY	REVISION/NOTES

FLORIDA ENGINEER NUMBER

EXHIBIT 2 - LEGAL DESCRIPTION  
CROSSROADS VILLAGE CENTER

PROJECT NO. 2021-01

DRAWN BY: SPS

CHECKED BY: DMS



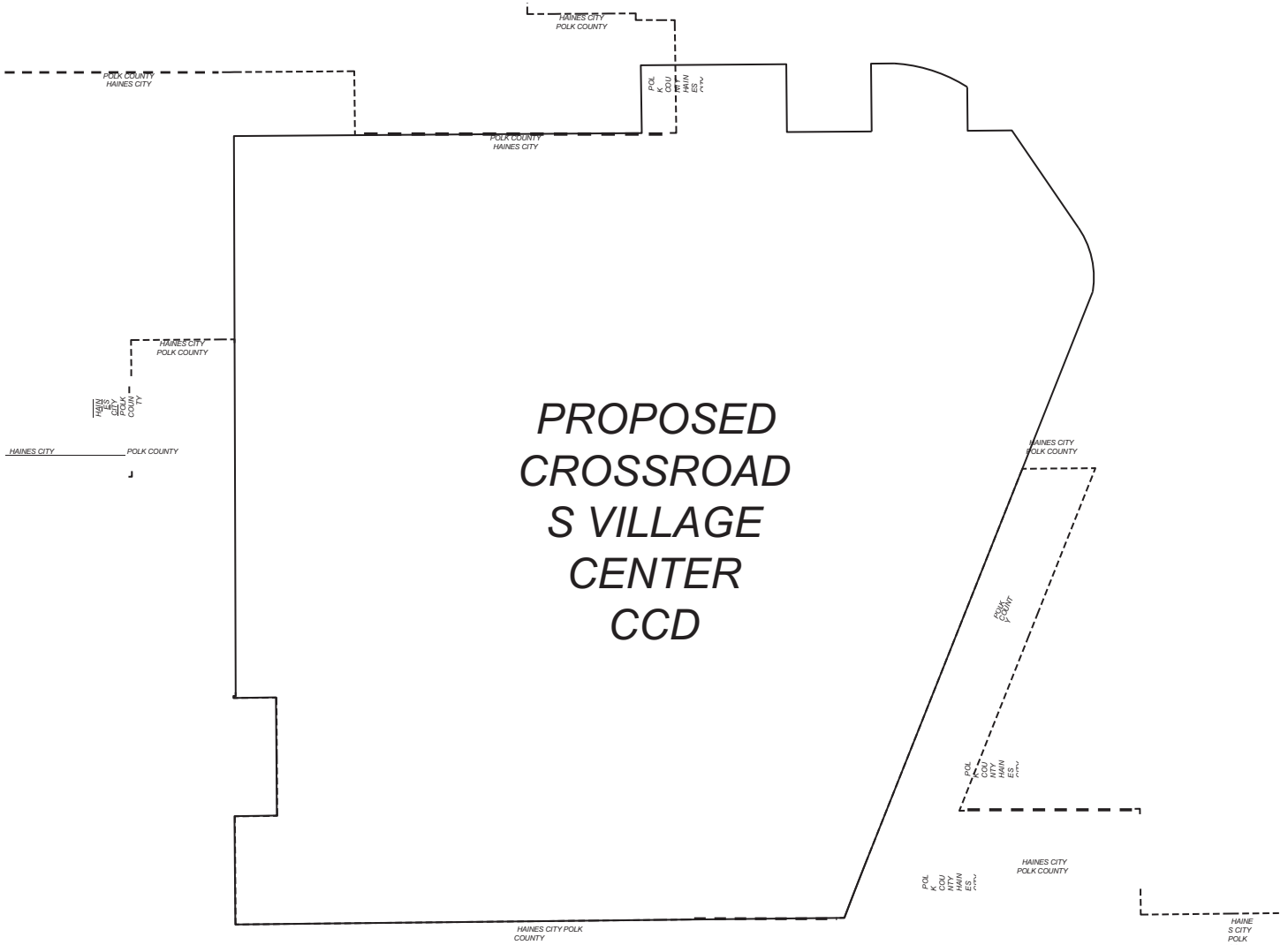
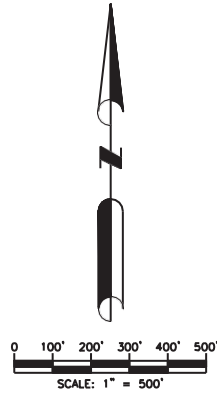




## EXHIBIT 3 – DISTRICT BOUNDARY



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DAVE SCHMITT

CONTRACTOR'S SEAL

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 complete and correct to the best of my knowledge and belief.

ENGINEERING, INC.

12301 LAKE UNDERHILL ROAD SUITE 241

407-207-0088 FAX 407-207-0089  
Certification of Authorization # 27471

REVISIONS	
DATE	DESCRIPTION

DAVE M. SCHMITT

DATE: JUNE 2021

FLORIDA REG. NUMBER  
48274

EXHIBIT 3 - DISTRICT BOUNDARY  
MAP

CROSSROADS VILLAGE CENTER CDD

CHECKED  
BY: DMS

SHEET: 3



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SUBURBAN

COMMERCIAL CORRIDOR

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## EXHIBIT 4 – LAND USE



COMMERCIAL ENCLAVE

RL-1

CROSSROADS VILLAGE  
CENTER CDD CHECKED BY: DMS  
SHEET: 4

SHEET: 4



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BUSINESS  
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AGRICULTURAL

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## EXHIBIT 5 – ZONING MAP





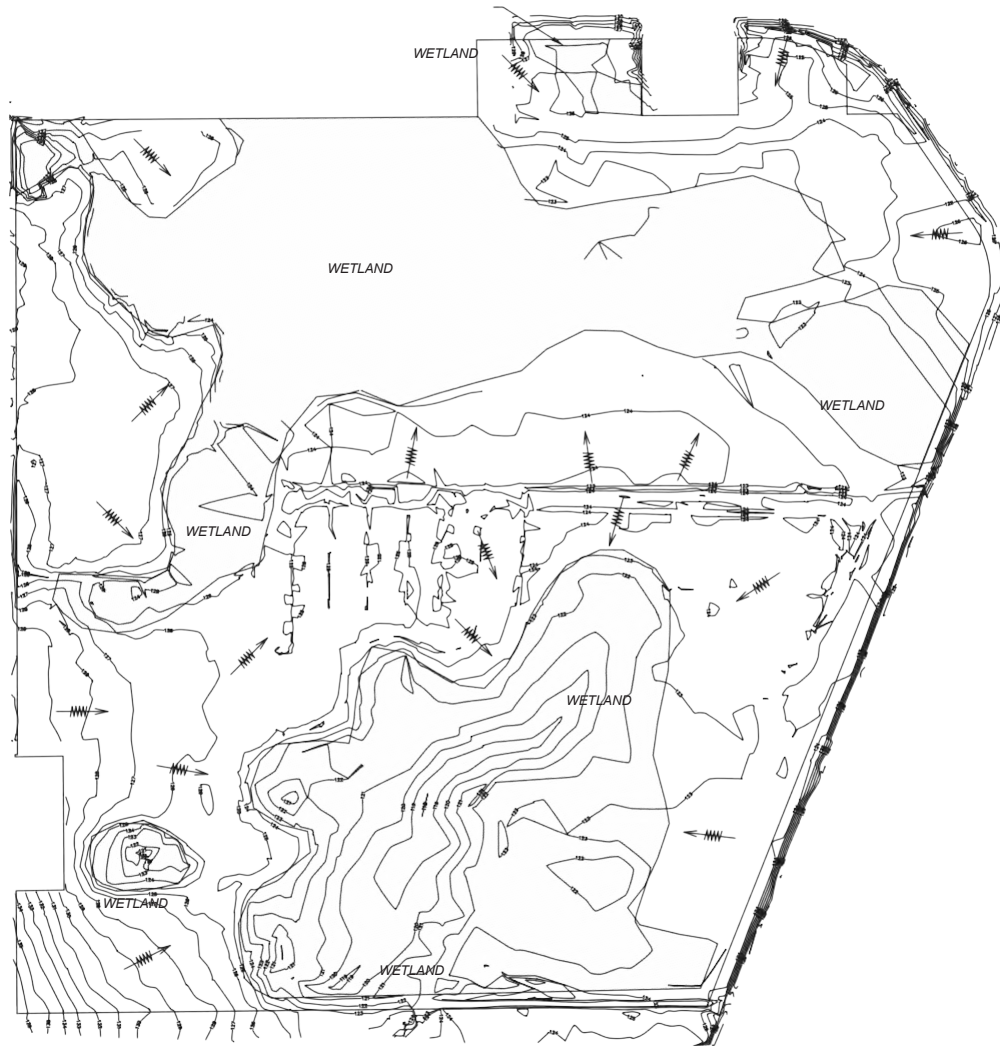


**EXHIBIT 6 – UTILITY MAP & DRAINAGE FLOW  
PATTERN MAP**





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SCALE: 1" = 1000'



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DAVE SCHMITT ENGINEERING, INC.  
12345 W. UNIVERSITY BLVD.

I hereby state that these "As-Built" were furnished to me by the contractor based on DATE BY  
I 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 site observation of the construction.  
Engineer  
Not valid without the signature and the original sealed seal of a Florida Registered Engineer.  
DATE: 04/11/2011

REVISIONS	DESCRIPTION

DAVE M. SCHMITT FLORIDA REG. NUMBER 48274

MAP

EXHIBIT 6 - DRAINAGE FLOW  
PATTERN PROJECT NO.: BMG-1

CHECKED BY: DMS

DRAWN BY: SAM

ORLANDO, FL 32828  
407-207-9088 FAX 407-207-9089  
Certification of Authorization # 27471

CROSSROADS VILLAGE

SHEET: 6



*CENTER CDD*<sub>SCALE</sub>:



SR HWY 17-92

EXISTING 12" PVC WATER MAIN

EXISTING 6" PVC  
FORCE MAIN

SR HWY 17-92

EXISTING 16" PVC  
WATER MAIN

**PROPOSED  
CROSSROADS  
VILLAGE CENTER CDD**

US  
HWY  
27

S F S T R E E

WEST FLORIDA AVE

EXISTING 6" PVC  
FORCE MAIN

DAVE SCHMITT  
ENGINEERING, INC.  
12301 LAKE UNDERHILL ROAD

DATE BY  
N

REVISIONS  
DESCRIPTION

DAVE M. SCHMITT FLORIDA REG. NUMBER 48274

DATE: JUNE 2021 PROJECT NO.: BMG-1 DRAWN BY:  
SAM

**EXHIBIT 6 - UTILITY  
LOCATION MAP**



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 accordance with my knowledge of what was actually constructed. This statement is based upon the observations of the contractor.  
ORLANDO, FL 32828  
407-207-8004 FAX: 407-999-9999  
Certification of Authorization # 2747


**CROSSROADS VILLAGE  
CENTER CDD**

SHEET: 6



## SECTION B



**AMENDED & RESTATED**  
**MASTER**  
**ASSESSMENT METHODOLOGY**  
  
**FOR**  
  
**CROSSROADS VILLAGE CENTER**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Date: May 28, 2025**

**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 \$71,520,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan” or “CIP”) within the District more specifically described in the Amended & Restated Engineer’s Report dated May 19, 2025, 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**

The Board of Supervisors (“Board”) of the District previously approved the Master Assessment Methodology Report dated February 22, 2022 (the “Master Report”). The Master Report established an assessment methodology the District followed to allocate debt assessments to properties within the District benefitting from the District’s Capital Improvement Plan. The methodology established by the Master Report allocated debt assessments to planned development units of various product types. Since the adoption of the Master Report, the development program has changed, such that not all of the assumed planned units found in the Master Report represent the development planned for the District and so must be revised. Specifically, the revised development plan revises the unit mix to include an additional 432.6 units.

This Amended & Restated Master Assessment Methodology amends and restates the original approved Master Report (collectively, the “Assessment Report”) and provides for an assessment methodology that reflects the additional units. This Assessment Report continues to allocate 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, 197 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 225 townhome units, 409.6 commercial units, 90 hotel rooms, 350 multi-family units, and a 140 room Assisted Living Facility ("ALF"). 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 stormwater management facilities, utilities (lift stations, water, sewer, street lighting, & conduit), internal roadway improvements, entry feature & signage, landscaping, hardscaping, & fencing, offsite roadway improvements, amenities & parks, wetland mitigation, offsite utility improvements, and contingency. 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 \$54,312,929. 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 \$71,520,000. 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 up to \$71,520,000 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 \$71,520,000 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 \$54,312,929. 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 \$71,520,000. 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 stormwater management facilities, utilities (lift stations, water, sewer, street lighting, & conduit), internal roadway improvements, entry feature & signage, landscaping, hardscaping, & fencing, offsite roadway improvements, amenities & parks, wetland mitigation, offsite utility improvements, and contingency. 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"). Table 4 shows the allocation of benefit to the particular product type. 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 stormwater management facilities, utilities (lift stations, water, sewer, street lighting, & conduit), internal roadway improvements, entry feature & signage, landscaping, hardscaping, & fencing, offsite roadway improvements, amenities & parks, wetland mitigation, offsite utility improvements, and contingency. 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  
AMENDED & RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	Total Assessable		Total ERUs
	Units	ERUs per Unit (1)	
Commercial - Per 1k Sq Feet	409.60	0.50	204.80
Hotel	90.00	0.50	45.00
Multifamily	350.00	0.50	175.00
Assisted Living	140.00	0.50	70.00
Townhomes	225.00	0.75	168.75
<b>Total Units</b>	<b>1,214.60</b>		<b>663.55</b>

(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

Prepared by: Governmental Management Services - Central Florida, LLC



TABLE 2  
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT PLAN COST ESTIMATES  
AMENDED & RESTATED MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Assessment Area One (Phase 1 Commercial)	Assessment Area Two (Commercial & Residential)	Assessment Area Two (Residential Only)	Total Cost Estimate
Stormwater Management Facilities	\$6,701,914	\$10,052,871		\$16,754,785
Utilities (Lift Stations, Water, Sewer, Street Lighting, & Conduit)	\$2,244,856	\$1,961,561		\$4,206,417
Internal Roadway Improvements	\$3,839,574	\$7,138,280		\$10,977,853
Entry Feature & Signage, Landscaping, Hardscaping, & Fencing	\$1,334,546	\$5,912,654		\$7,247,200
Offsite Roadway Improvements	\$2,198,061	\$1,053,404		\$3,251,464
Amenities and Park			1,000,000	\$1,000,000
Wetland Mitigation	\$2,000,000	\$1,330,000		\$3,330,000
Offsite Utility Improvements	\$390,105	\$70,810		\$460,915
Contingency	\$2,806,358	\$4,277,937		\$7,084,295
Total	\$21,515,413	\$31,797,516	\$1,000,000	\$54,312,929

(1) A detailed description of these improvements is provided in the Amended & Restated Engineer's Report dated May 19, 2025

Prepared by: Governmental Management Services - Central Florida, LLC



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

Description	Assessment Area One	Assessment Area Two	Combined Total
Construction Funds	\$21,515,413	\$32,797,516	\$54,312,929
Debt Service Reserve	\$2,179,777	\$3,297,042	\$5,476,819
Capitalized Interest	\$3,700,450	\$5,597,150	\$9,297,600
Underwriters Discount	\$569,300	\$861,100	\$1,430,400
Cost of Issuance	\$500,000	\$500,000	\$1,000,000
Contingency	\$60	\$2,192	\$2,252
<b>Par Amount*</b>	<b>\$28,465,000</b>	<b>\$43,055,000</b>	<b>\$71,520,000</b>

Bond Assumptions:

Interest Rate	6.50%
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

Prepared by: Governmental Management Services - Central Florida, LLC



**TABLE 4**  
**CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**  
**ALLOCATION OF IMPROVEMENT COSTS**  
**AMENDED & RESTATED MASTER ASSESSMENT METHODOLOGY**

<b>Assessment Area One (Commercial)</b>						
Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Commercial - Per 1k Sq Feet	321.73	0.50	160.87	100.00%	\$21,515,413	\$66,873
Totals	321.73		160.87	100.00%	\$21,515,413	
<b>Assessment Area Two (Residential &amp; Commercial)</b>						
Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Commercial - Per 1k Sq Feet	87.866	0.50	43.93	8.74%	\$2,779,008	\$31,628
Hotel	90.00	0.50	45.00	8.95%	\$2,846,502	\$31,628
Multifamily	350.00	0.50	175.00	34.81%	\$11,069,730	\$31,628
Assisted Living	140.00	0.50	70.00	13.93%	\$4,427,892	\$31,628
Townhomes	225.00	0.75	168.75	33.57%	\$10,674,383	\$47,442
Totals	892.87		502.68	100.00%	\$31,797,516	
<b>Assessment Area Two (Residential Only)</b>						
Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Commercial - Per 1k Sq Feet	0	0.50	0.00	0.00%	\$0	\$0
Hotel	90.00	0.50	45.00	9.81%	\$98,093	\$1,090
Multifamily	350.00	0.50	175.00	38.15%	\$381,471	\$1,090
Assisted Living	140.00	0.50	70.00	15.26%	\$152,589	\$1,090
Townhomes	225.00	0.75	168.75	36.78%	\$367,847	\$1,635
Totals	805.00		458.75	100.00%	\$1,000,000	
<b>Assessment Area Two Total Benefit</b>						
Land Use	No. of Units *	% of Improvements Per Product Type		Total Improvements Costs Per Product Type		
Commercial - Per 1k Sq Feet	87.87	8.47%		\$2,779,008		
Hotel	90.00	8.98%		\$2,944,595		
Multifamily	350.00	34.91%		\$11,451,202		
Assisted Living	140.00	13.97%		\$4,580,481		
Townhomes	225.00	33.67%		\$11,042,230		
Totals	892.87	100.00%		\$32,797,516		

\* 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**  
**AMENDED & RESTATED MASTER ASSESSMENT METHODOLOGY**

Assessment Area One					
		Total Improvements Costs Per Product		Allocation of Par Debt Per Product	
Land Use	No. of Units *	Type	Type	Par Debt Per Unit	
Commercial - Per 1k Sq Feet	321.73	\$ 21,515,413	\$ 28,465,000	\$88,474	
Totals	321.73	\$ 21,515,413	\$ 28,465,000		
Assessment Area Two					
		Total Improvements Costs Per Product		Allocation of Par Debt Per Product	
Land Use	No. of Units *	Type	Type	Par Debt Per Unit	
Commercial - Per 1k Sq Feet	87.87	\$ 2,779,008	\$ 3,648,148	\$41,519	
Hotel	90.00	\$ 2,944,595	\$ 3,865,522	\$42,950	
Multifamily	350.00	\$ 11,451,202	\$ 15,032,586	\$42,950	
Assisted Living	140.00	\$ 4,580,481	\$ 6,013,035	\$42,950	
Townhomes	225.00	\$ 11,042,230	\$ 14,495,708	\$64,425	
Totals	892.87	\$ 32,797,516	\$ 43,055,000		
Assessment Area One & Two Combined Total	1214.60	\$ 54,312,929	\$ 71,520,000		

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

Prepared by: Governmental Management Services - Central Florida, LLC



**TABLE 6**  
**CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**  
**PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE**  
**AMENDED & RESTATED MASTER ASSESSMENT METHODOLOGY**

<b>Assessment Area One</b>						
Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Commercial - Per 1k Sq Feet	321.73	\$ 28,465,000	\$88,474	\$ 2,179,777	\$ 6,775	\$ 7,285
Totals	321.73	\$ 28,465,000		\$ 2,179,777		
<b>Assessment Area Two</b>						
Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Commercial - Per 1k Sq Feet	87.87	\$ 3,648,148	\$41,519	\$ 279,366	\$ 3,179	\$ 3,419
Hotel	90.00	\$ 3,865,522	\$42,950	\$ 296,012	\$ 3,289	\$ 3,537
Multifamily	350.00	\$ 15,032,586	\$42,950	\$ 1,151,157	\$ 3,289	\$ 3,537
Assisted Living	140.00	\$ 6,013,035	\$42,950	\$ 460,463	\$ 3,289	\$ 3,537
Townhomes	225.00	\$ 14,495,708	\$64,425	\$ 1,110,044	\$ 4,934	\$ 5,305
Totals	892.87	\$ 43,055,000		\$ 3,297,042		
Assessment Area One & Two Combined Total	1,214.60	\$ 71,520,000		\$ 5,476,819		

(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  
AMENDED & RESTATED 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)
BLACK MOUNTAIN GROUP LLC	27-27-30-000000-023010	68.36	\$595,851	\$ 40,732,377	\$ 3,119,181	\$ 3,353,958
BLACK MOUNTAIN GROUP LLC	27-27-30-000000-023020	22.85	\$595,851	\$ 13,615,196	\$ 1,042,617	\$ 1,121,093
BLACK MOUNTAIN GROUP LLC	27-27-30-000000-023050	21.69	\$595,851	\$ 12,924,009	\$ 989,688	\$ 1,064,180
BLACK MOUNTAIN GROUP LLC	27-27-30-000000-023070	7.13	\$595,851	\$ 4,248,418	\$ 325,333	\$ 349,820
Totals		120.03		\$ 71,520,000	\$ 5,476,819	\$ 5,889,052

(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 (%)	6.50%
Maximum Annual Debt Service	\$5,476,819

\* - 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; thence N31°58'21"W, 244.00 feet; thence S 77°23'13"W, 296.79 feet; thence S 66°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: 30-27-27-000000-023020 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 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.  
13281 LANE UNDERHILL ROAD  
SUITE 241  
ORLANDO, FL 32839  
407-357-4008 FAX 407-357-4008  
Certification of Authorization # 24741

### 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 examined these "As-Built" and believe them to be in accordance 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 red seal of a Florida Registered Engineer.

REVISIONS		
DATE	BY	DESCRIPTION

DAVE M. SCHMITT  
FLORIDA REG. NUMBER  
48274

EXHIBIT 2 - LEGAL DESCRIPTION  
CROSSROADS VILLAGE CENTER

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



# SECTION C



## **RESOLUTION 2025-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED MASTER ASSESSMENT METHODOLOGY; ADOPTING AN AMENDED MASTER ENGINEER'S REPORT; 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 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; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, the Crossroads Village Center Community Development District (the "District") was established by Ordinance No. 21-1676 as adopted by the City Commission of the City of Haines City, Florida, effective November 4, 2021, and is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended, located entirely within the City of Haines City, Florida; and

**WHEREAS**, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management facilities; roadways; water and wastewater facilities; off-site improvements; amenities and parks; electrical utilities (street lighting); entry features, landscaping, hardscaping, and irrigation; wetland mitigation; and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and

**WHEREAS**, on February 22, 2022, the District previously adopted Resolution 2022-27, determining to provide certain capital improvements and to defray the costs thereof by making certain assessments on benefitted property and declaring the intent to do the same and later, on April 26, 2022, adopted Resolution 2022-37, where the District's Board of Supervisors ("Board") acted as an Equalization Board, conducted a public hearing on the proposed assessments, and levied a master lien; and

**WHEREAS**, since the time of the levy of such master lien, the costs of construction of the CIP (hereinafter defined) has increased and the unit mix anticipated for District lands has changed such that the District hereby finds it is in the District's best interest to proceed with amended and restated proceedings as provided for herein; and

**WHEREAS**, the District's Board of Supervisors (the "Board") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the *Amended and Restated Master Engineer's Report for Capital Improvements*, dated May 20, 2025, attached hereto as



**Exhibit A** and incorporated herein by reference (“CIP” and the improvements described therein, the “Improvements”); and

**WHEREAS**, it is in the best interest of the District to pay all or a portion of the cost of the Improvements by special assessments levied on benefitted lands within the District pursuant to Chapter 170, 190, and 197 *Florida Statutes* (the “Assessments”); and

**WHEREAS**, the District is empowered by Chapters 170, 190, and 197, *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**, this Resolution shall serve as the “resolution required to declare special assessments” contemplated by Section 170.03, *Florida Statutes*, for the assessment lien(s) levied against the property as described in **Exhibits A** and **B** that secure the Assessments and shall amend the previous proceedings undertaken by the District pursuant to Resolutions 2022-27 and 2022-37; and

**WHEREAS**, as set forth in the *Amended and Restated Master Assessment Methodology Report*, dated May 28, 2025, attached hereto as **Exhibit B** and incorporated herein by reference (“Assessment Report”), and on file at the office of the District Manager, Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District Records Office”), the District hereby finds and determines that:

- (i) benefits from the Improvements will accrue to the property improved;
- (ii) the amount of those benefits will exceed the amount of the Assessments; and
- (iii) the Assessments are fairly and reasonably allocated.

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

**SECTION 2. DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to undertake all or a portion of the Improvements and to defray all or a portion of the cost thereof by the Assessments and is as set forth in the Assessment Report attached as **Exhibit B**.

**SECTION 3. DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A** and as set forth in the CIP, 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. DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

- A. The total estimated construction cost of the Improvements is \$ \_\_\_\_\_ (“Estimated Cost”).
- B. The Assessments will defray approximately \$ \_\_\_\_\_, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, capitalized interest, and a debt service reserve as set forth in **Exhibit B**.
- C. The manner in which the Assessments shall be apportioned and paid is set forth in the Assessment Report attached as **Exhibit B**, as may be modified by supplemental assessment resolutions. Commencing with the years in which the Assessments are certified for collection, the Assessments shall each 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, including but not limited to by direct bill. The decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 5. DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED.** The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon such Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

**SECTION 6. ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, 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 are open to inspection by the public.

**SECTION 7. PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, 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 maximum 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 8. PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARING.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there is hereby declared a public hearing to be held as follows:



## **NOTICE OF PUBLIC HEARING**

---

DATE:

TIME:

LOCATION:

\_\_\_\_\_:\_\_\_\_ AM/PM

Lake Alfred Public Library

245 N. Seminole Avenue Lake

Alfred, Florida 33850

The purpose of the public hearing is to hear comment and objections to the proposed special assessment program for District Improvements as identified in the CIP and the preliminary assessment roll, a copy of which is on file at the District Records Office. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearing shall be advertised in accordance with Chapters 170 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of paid general circulation within Polk County (by two (2) publications one (1) week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of the 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 Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

**SECTION 9. PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of paid general circulation within Polk County and to provide such other notice as may be required by law or desired in the best interests of the District.

**SECTION 10. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 11. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 12. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

*[Continued on following page]*



**PASSED AND ADOPTED** this 28th day of May 2025.

Attest:

**CROSSROADS VILLAGE CENTER  
COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**Exhibit A:** *Amended and Restated Master Engineer's Report for Capital Improvements*, dated May 20, 2025

**Exhibit B:** *Amended and Restated Master Assessment Methodology Report*, dated May 28, 2025



# SECTION D



## RESOLUTION 2025-12

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (the “**Board**”) of Crossroads Village Center Community Development District (“**District**”) a proposed budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”) and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearings thereon.

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

**SECTION 1. PROPOSED BUDGET APPROVED.** The 2024/2025 Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said 2024/2025 Proposed Budget.

**SECTION 2. SETTING PUBLIC HEARING.** A public hearing on the approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2025

HOUR: \_\_\_\_\_

LOCATION: Lake Alfred Public Library  
245 N. Seminole Avenue  
Lake Alfred, Florida 33850

**SECTION 5. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Haines City and Polk County at least sixty (60) days prior to the hearings set above.

**SECTION 6. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least forty-five (45) days.

**SECTION 7. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.



**SECTION 8. 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 9. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 28th day of May 2025.

ATTEST:

**CROSSROADS VILLAGE CENTER  
COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:** Proposed Budget for Fiscal Year 2025



**Exhibit A**  
Fiscal Year 2025 Proposed Budget

*[See following pages]*



***Crossroads Village Center***  
***Community Development District***

***Proposed Budget***  
***FY2025***





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<b>1-2</b>	<u>General Fund</u>
------------	---------------------

<b>3-5</b>	<u>General Fund Narrative</u>
------------	-------------------------------



# Crossroads Village Center

## Community Development District

### Proposed Budget

### General Fund

Description	Proposed Budget FY2025
<b><u>Revenues</u></b>	
Developer Contributions	\$ 457,281
<b>Total Revenues</b>	<b>\$ 457,281</b>
<b><u>Expenditures</u></b>	
<i><u>General &amp; Administrative</u></i>	
Supervisor Fees	\$ 12,000
FICA Expenditures	\$ 900
Engineering	\$ 15,000
Attorney	\$ 25,000
Annual Audit	\$ 5,500
Assessment Administration	\$ 5,000
Arbitrage	\$ 900
Dissemination	\$ 6,000
Trustee Fees	\$ 10,000
Management Fees	\$ 40,000
Information Technology	\$ 1,800
Website Maintenance	\$ 1,200
Postage & Delivery	\$ 1,000
Insurance	\$ 5,913
Copies	\$ 1,000
Legal Advertising	\$ 10,000
Other Current Charges	\$ 5,268
Office Supplies	\$ 625
Dues, Licenses & Subscriptions	\$ 175
Field Management	\$ 25,000
<b>Total General &amp; Administrative</b>	<b>\$ 172,281</b>



# Crossroads Village Center

## Community Development District

### Proposed Budget

### General Fund

Description	Proposed Budget FY2025
<i><u>Operations &amp; Maintenance</u></i>	
<b>Assessment Area 1 Field Expenditures</b>	
Property Insurance	\$ 20,000
Landscape Maintenance	\$ 150,000
Landscape Replacement	\$ 50,000
Lake Maintenance	\$ 10,000
Streetlights	\$ 10,000
Irrigation Repairs	\$ 2,500
Road Repairs	\$ 1,000
Sidewalk Repairs & Maintenance	\$ 1,500
Holiday Decorations	\$ 25,000
Field Contingency	\$ 15,000
<b>Total Assessment Area 1 Expenditures</b>	<b>\$ 285,000</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 285,000</b>
<b>Total Expenditures</b>	<b>\$ 457,281</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>



# **Crossroads Village Center**

## **Community Development District**

### **General Fund Budget**

#### **Revenues:**

##### *Developer Contributions*

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

---

#### **Expenditures:**

##### **Administrative:**

##### *Supervisor Fees*

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

##### *FICA Expenditures*

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

##### *Engineering*

The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

##### *Attorney*

The District's legal counsel provides general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation for Board meetings, preparation and review of agreements, resolutions, and other research as directed by the Board of Supervisors and the District Manager.

##### *Annual Audit*

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

##### *Assessment Administration*

The District is contracted with Governmental Management Services – Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

##### *Arbitrage*

The District has contracted with AMTEC, an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its anticipated bonds.



# **Crossroads Village Center**

## **Community Development District**

### **General Fund Budget**

#### Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

#### Trustee Fees

The District will issue Special Assessment Revenue Bonds that are deposited with a Trustee.

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc. Governmental Management Services – Central Florida, LLC provides these systems.

#### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

#### Postage & Delivery

Mailing of agenda packages, overnight deliveries, correspondence, etc.

#### Insurance

The District's general liability and public official's liability insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

#### Copies

Printing agenda materials for board meetings, printing of computerized checks, stationary, envelopes, etc.

#### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

#### Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.



# **Crossroads Village Center**

## **Community Development District**

### **General Fund Budget**

#### Office Supplies

Miscellaneous office supplies.

#### Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

#### Field Management

The District will contract for onsite field management of contracts for the District such as landscape and lake maintenance. Services include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

#### **Operations & Maintenance:**

#### **Assessment Area One Field Expenditures**

##### Property Insurance

The District will incur fees to insure items owned by the District for its property needs. Coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage for government agencies.

##### Landscape Maintenance

Represents the estimated maintenance of the landscaping within assessment area one after the installation of landscape material has been completed.

##### Landscape Replacement

Represents estimated costs related to the replacement of any landscaping and mulching needed throughout the fiscal year.

##### Lake Maintenance

Represents the costs of aquatic management services for the District's lakes. Services usually include monthly inspections and/or treatments needed to maintain control of noxious vegetation growth within the lakes.

##### Streetlights

Represents the cost to maintain streetlights within assessment area one that are expected to be in place throughout the fiscal year.

##### Irrigation Repairs

The District will incur costs related to repairing and maintaining its irrigation systems. The amount is based on estimated costs.



**Crossroads Village Center**  
**Community Development District**  
General Fund Budget

Road Repairs

The estimated amount for potentials cost related to repairs of the districts roads.

Sidewalk Repairs & Maintenance

The District will incur costs related to maintaining the sidewalks within assessment area one.  
The amount is estimated.

Holiday Decorations

The District will incur costs related to the decoration of common areas during the Holidays.

Field Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.



# SECTION E



## RESOLUTION 2025-13

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to June 15, 2025, prepared and submitted to the Board of Supervisors (“**Board**”) of the Crossroads Village Center Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2025  
HOUR: \_\_\_\_:\_\_\_\_ AM/PM  
LOCATION: Lake Alfred Library  
245 N. Seminole Avenue  
Lake Alfred, FL 33850

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Polk County and Haines City at least sixty (60) days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least forty-five (45) days.



5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 28th DAY OF May, 2025.**

ATTEST:

**CROSSROADS VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Proposed Budget for Fiscal Year 2026



***Crossroads Village Center***  
***Community Development District***

***Proposed Budget***  
***FY2026***





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<b>1-2</b>	<u>General Fund</u>
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<b>3-6</b>	<u>General Fund Narrative</u>
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# Crossroads Village Center

## Community Development District

### Proposed Budget

### General Fund

Description	Proposed Budget FY2026
<b>Revenues</b>	
Assessments	\$ 557,281
<b>Total Revenues</b>	<b>\$ 557,281</b>
<b>Expenditures</b>	
<i><u>General &amp; Administrative</u></i>	
Supervisor Fees	\$ 12,000
FICA Expenditures	\$ 900
Engineering	\$ 15,000
Attorney	\$ 25,000
Annual Audit	\$ 5,500
Assessment Administration	\$ 5,000
Arbitrage	\$ 900
Dissemination	\$ 6,000
Trustee Fees	\$ 10,000
Management Fees	\$ 40,000
Information Technology	\$ 1,800
Website Maintenance	\$ 1,200
Postage & Delivery	\$ 1,000
Insurance	\$ 5,913
Copies	\$ 1,000
Legal Advertising	\$ 10,000
Other Current Charges	\$ 5,268
Office Supplies	\$ 625
Dues, Licenses & Subscriptions	\$ 175
Field Management	\$ 25,000
<b>Total General &amp; Administrative</b>	<b>\$ 172,281</b>



# Crossroads Village Center

## Community Development District

### Proposed Budget

### General Fund

Description	Proposed Budget FY2026
<u>Operations &amp; Maintenance</u>	
<b>Assessment Area 1 Field Expenditures</b>	
Property Insurance	\$ 20,000
Landscape Maintenance	\$ 150,000
Landscape Replacement	\$ 50,000
Lake Maintenance	\$ 10,000
Streetlights	\$ 10,000
Irrigation Repairs	\$ 2,500
Road Repairs	\$ 1,000
Sidewalk Repairs & Maintenance	\$ 1,500
Holiday Decorations	\$ 25,000
Field Contingency	\$ 15,000
<b>Total Assessment Area 1 Expenditures</b>	<b>\$ 285,000</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 285,000</b>
<b>Other Financing Uses</b>	
Capital Reserve	\$ 100,000
<b>Total Other Financing Uses</b>	<b>\$ 100,000</b>
<b>Total Expenditures</b>	<b>\$ 557,281</b>
<b>Excess Revenues/ (Expenditures)</b>	<b>\$ -</b>

Net Assessments	\$ 557,281
Less: Discount (7%)	\$ 41,946
Gross Assessment	\$ 599,227

Product	Units	ERU Factor	ERU/Units	Net Assessment	Net Per Unit	Gross Per Unit
<b>Residential</b>						
Multifamily	350	0.50	175	\$ 146,973.43	\$ 419.92	\$ 451.53
Townhome	225	0.75	169	\$ 141,724.38	\$ 629.89	\$ 677.30
<b>Assisted Living Facility</b>	140	0.50	70	\$ 58,789.37	\$ 419.92	\$ 451.53
<b>Commercial</b>	410	0.50	205	\$ 172,000.90	\$ 419.92	\$ 451.53
<b>Hotel</b>	90	0.50	45	\$ 37,793.17	\$ 419.92	\$ 451.53
	1215		664	<b>\$ 557,281.25</b>		

\*\* Each Commercial Unit represents 1,000 Square Feet of Commercial Property.



# **Crossroads Village Center**

## **Community Development District**

### **General Fund Budget**

#### **Revenues:**

##### Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

---

#### **Expenditures:**

##### **Administrative:**

##### Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

##### FICA Expenditures

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

##### Engineering

The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

##### Attorney

The District's legal counsel provides general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation for Board meetings, preparation and review of agreements, resolutions, and other research as directed by the Board of Supervisors and the District Manager.

##### Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

##### Assessment Administration

The District is contracted with Governmental Management Services – Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

##### Arbitrage

The District has contracted with AMTEC, an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its anticipated bonds.



# **Crossroads Village Center**

## **Community Development District**

### **General Fund Budget**

#### Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

#### Trustee Fees

The District will issue Special Assessment Revenue Bonds that are deposited with a Trustee.

#### Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

#### Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc. Governmental Management Services – Central Florida, LLC provides these systems.

#### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

#### Postage & Delivery

Mailing of agenda packages, overnight deliveries, correspondence, etc.

#### Insurance

The District's general liability and public official's liability insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

#### Copies

Printing agenda materials for board meetings, printing of computerized checks, stationary, envelopes, etc.

#### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

#### Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.



# **Crossroads Village Center**

## **Community Development District**

### **General Fund Budget**

#### Office Supplies

Miscellaneous office supplies.

#### Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

#### Field Management

The District will contract for onsite field management of contracts for the District such as landscape and lake maintenance. Services include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

#### **Operations & Maintenance:**

#### **Assessment Area One Field Expenditures**

##### Property Insurance

The District will incur fees to insure items owned by the District for its property needs. Coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage for government agencies.

##### Landscape Maintenance

Represents the estimated maintenance of the landscaping within assessment area one after the installation of landscape material has been completed.

##### Landscape Replacement

Represents estimated costs related to the replacement of any landscaping and mulching needed throughout the fiscal year.

##### Lake Maintenance

Represents the costs of aquatic management services for the District's lakes. Services usually include monthly inspections and/or treatments needed to maintain control of noxious vegetation growth within the lakes.

##### Streetlights

Represents the cost to maintain streetlights within assessment area one that are expected to be in place throughout the fiscal year.

##### Irrigation Repairs

The District will incur costs related to repairing and maintaining its irrigation systems. The amount is based on estimated costs.



**Crossroads Village Center**  
**Community Development District**  
General Fund Budget

Road Repairs

The estimated amount for potentials cost related to repairs of the districts roads.

Sidewalk Repairs & Maintenance

The District will incur costs related to maintaining the sidewalks within assessment area one. The amount is estimated.

Holiday Decorations

The District will incur costs related to the decoration of common areas during the Holidays.

Field Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

**Other Financing Uses:**

Capital Reserve

The District will fund an annual amount for future cost related to replacement and repair of capital assets of the District. Upon completion, the District may have a Capital Reserve study prepared to ensure annually funding levels are sufficient.



# SECTION F



## RESOLUTION 2025-14

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (“**Board**”) of the Crossroads Village Center Community Development District (“**District**”) has prior to June 15, 2025, approved a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026**”); and

**WHEREAS**, after further consideration, it is in the best interest of the District to fund a portion of the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget, a current copy of which is attached as **Exhibit A**, by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget, in accordance with the Operations and Maintenance Assessment Methodology Report for Assessment Area One attached hereto as **Exhibit B** (“**O&M Methodology**”); and

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

**WHEREAS**, the Board has considered the proposed Assessments, and desires to set the required public hearings thereon.

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

**1. DECLARING ASSESSMENTS.** The current form of the Proposed Budget, attached hereto as **Exhibit A**, is hereby approved for use in proceedings to levy and impose the Assessments. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the O&M Methodology Report, all of which are on file and available for public inspection at the “**District’s Office**,” c/o Governmental Management Services – CF, LLC, 219 East Livingston Street, Orlando, FL 32801. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The



Assessments shall be paid in one or more installments pursuant to a bill issued by the District in November of 2024, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

**2. SETTING A PUBLIC HEARING.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, a public hearing on the Assessments is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_

HOUR: \_\_\_\_:\_\_\_\_ AM/PM

LOCATION: Lake Alfred Public Library  
245 N Seminole Avenue  
Lake Alfred, Florida 33850

**3. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Polk County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

**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.

**5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 28TH DAY OF MAY 2025.**

ATTEST:

**CROSSROADS VILLAGE CENTER  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Proposed Budget for Fiscal Year 2026

**Exhibit B:** O&M Methodology



**OPERATIONS & MAINTENANCE  
ASSESSMENT METHODOLOGY REPORT  
FOR ASSESSMENT AREA ONE: COMMERCIAL**

**CROSSROADS VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: January 29, 2025**

**Prepared by**

**Governmental Management Services – Central Florida, LLC  
219 E. Livingston Street  
Orlando, FL 32801**





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## **1.0 Introduction**

### **1.1 The District**

The Crossroads Village Center Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the “District”). The District encompasses approximately 120 acres within Haines City, Florida, and was established for the purpose of, among other things, to finance and manage the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within a portion of the District (the “District”). The District is planned for 530 residential units, 409,600 square feet of commercial property, 90 hotel rooms, and a 140 room Assisted Living Facility (“ALF”), which is described in Table 1 (herein the “Development Program”). The District is comprised of two assessment areas: those that include commercial property (“Assessment Area One”), which is described in this Report. Assessment Area Two is anticipated to include residential uses, including single family, multifamily, and hotel development types. The District is considering the adoption of an assessment methodology for the commercial use property within Assessment Area One of the District (the “Commercial Property”) for the purposes of allocating the Operation & Maintenance Assessments (“O&M Assessments”) to the Commercial Property within Assessment Area One of the District. This Assessment Methodology allocates the District’s O&M Assessments based on the benefits the Commercial Property receives from the District’s operating budget (herein the “O&M Budget”), which is determined annually through the annual budget process.

### **1.2 Executive Summary**

This Operations & Maintenance Assessment Methodology Report for Assessment Area One: Commercial is structured to allocate certain expenditures of the District to the Commercial Property. The general classifications of expenditures that are allocated in the O&M Budget include general & administrative and field expenditures for Assessment Area One. This report documents the benefits received by the Commercial Property within each of the expenditure classifications. The development types for the planned Development Program include townhomes, multifamily, single family, hotel and commercial. The general & administrative classification of expenditures in the O&M Budget have been determined to benefit all development types of the District’s Development Program and have been allocated on an ERU basis. The field expenditures for Assessment Area One have been determined to benefit all development types of the District’s Development Program and have been allocated on an ERU basis.



### **1.3 Special Benefits and General Benefits**

The District's O&M Budget creates special benefits specific to the property within the District, different in kind and degree than general benefits, for properties within the District's borders, as well as general benefits to the public at large. Special benefits include, but are not limited to, added use of the District's infrastructure, the added use of the property, added enjoyment of the property, and the probability of increased marketability and value of the property. Property values in the District are directly affected by the operations and maintenance of the District's infrastructure, unlike the more generalized impact to properties outside the District. Furthermore, the District's O&M Budget will increase the use and enjoyment of property within District.

There is no doubt that the general public and property owners outside the District will benefit from the O&M Budget. However, these benefits will be incidental to the District's O&M Budget, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend on the O&M Budget. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

### **1.4 Requirements of a Valid Assessment Methodology**

There are two main requirements for valid special assessments. First, special assessments can only be levied on those properties specially benefiting from the operation and maintenance of the improvements and District's activities. Second, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the Commercial Property. The allocation of responsibility for payment of the O&M Assessments to the Commercial Property associated with the O&M Budget have been apportioned according to reasonable estimates of the special benefits provided consistent with each development type. Accordingly, no acre or parcel of property within the boundaries of the District will be assessed for the payment of O&M Assessments greater than the determined special benefit particular to that parcel of the District.

## **2.0 The Operations & Maintenance Expenditures of the District**

### **2.1 Administrative Expenditures**

The O&M Budget expenditures of the District consist of administrative expenditures such as management, engineering, legal counsel, advertising, insurance, and annual



audit that are necessary for the ongoing operation of the District. The O&M Budget administrative expenditures benefit all property within the District, and will be allocated to the various development types and spread across the entire District on an ERU basis.

## **2.2 Field Expenditures – Assessment Area One: Commercial**

The District's O&M Budget includes field expenditures, a portion of which benefit Assessment Area One. The portion of the field expenditures that benefit Assessment Area One consist of the maintenance of property and infrastructure owned by the District within Assessment Area One. The infrastructure to be maintained includes stormwater management facilities, electrical and lighting utilities, internal roadway improvements & parking, entry feature & signage, landscaping, hardscaping and fencing. The Assessment Area One field expenditures identified in the District's O&M Budget include landscape maintenance, landscape replacement/mulching, lake maintenance, fountain maintenance, streetlights, water & sewer, irrigation repairs, road repairs, sidewalk repairs & maintenance, holiday decorations, monument & signage maintenance, property insurance, and field contingencies. The O&M Budget expenditure classification for Assessment Area One field expenditures benefit all property within the District, and will be allocated to the various development types and spread across the entire District on an ERU basis. The privately owned commercial properties will be responsible for the maintenance of their respective property which includes parking lot repairs, landscape within commercial blocks/parking lot islands, parking lot painting, lighting, and signage.

## **3.0 Assessment Allocation**

The O&M Budget consists of general & administrative expenditures and field expenditures for Assessment Area One that provides benefit to all property, and in particular for the purposes of this methodology, the Commercial Property, within the District. The purpose of this Assessment Methodology is to allocate the O&M Assessments based on the benefit the Commercial Property receives from each of the general & administrative expenditures and the field expenditures for Assessment Area One. It has been determined that the Commercial Property will benefit from the general & administrative expenditures section and field expenditures for Assessment Area One section of the O&M Budget. See **Table 1** for the Crossroads Village Center CDD proposed Development Program and ERU allocation. See **Table 2** allocating the proposed general & administrative expenditures of the O&M Budget to the benefitting development types and units of the District. See **Table 3** allocating the proposed field expenditures for Assessment Area One of the O&M Budget to the benefitting development types and units of the District. See **Table 4** illustrating the combined expenditures and Annual O&M Assessments for the Commercial Property planned units.



TABLE 1  
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT  
DEVELOPMENT PROGRAM & ERU ALLOCATION  
OPERATIONS & MAINTENANCE ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE: COMMERCIAL

Land Use	No. of Units *	ERUs per Unit (1)	Total ERUs
Commercial - Per 1k Sq Feet	409.60	0.50	204.80
Hotel	90.00	0.50	45.00
Multifamily	350.00	0.50	175.00
Assisted Living Facility	140.00	0.50	70.00
Townhomes	100.00	0.75	75.00
Single Family	80.00	1.00	80.00
<b>Total Units</b>	<b>1,169.60</b>		<b>649.80</b>

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

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

Prepared by: Governmental Management Services - Central Florida, LLC



TABLE 2  
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF GENERAL & ADMINISTRATIVE EXPENDITURES  
OPERATIONS & MAINTENANCE ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE: COMMERCIAL

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total General & Administrative	Net Per Unit	Gross Per Unit (1)
Commercial - Per 1k Sq Feet	409.60	0.50	204.80	31.52%	\$ 52,265.68	\$ 127.60	\$ 137.21
Hotel	90.00	0.50	45.00	6.93%	\$ 11,484.16	\$ 127.60	\$ 137.21
Multifamily	350.00	0.50	175.00	26.93%	\$ 44,660.62	\$ 127.60	\$ 137.21
Assisted Living Facility	140.00	0.50	70.00	10.77%	\$ 17,864.25	\$ 127.60	\$ 137.21
Townhomes	100.00	0.75	75.00	11.54%	\$ 19,140.26	\$ 191.40	\$ 205.81
Single Family	80.00	1.00	80.00	12.31%	\$ 20,416.28	\$ 255.20	\$ 274.41
Totals	1169.60		649.80	100.00%	\$ 165,831.25		

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

(1) This amount includes 7% for collection fees and early payment discounts when collected on the Polk County Tax Bill

Prepared by: Governmental Management Services - Central Florida, LLC



TABLE 3  
 CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT  
 ALLOCATION OF FIELD EXPENDITURES - ASSESSMENT AREA ONE  
 OPERATIONS & MAINTENANCE ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE: COMMERCIAL

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Assessment		
					Area One Field Expenditures	Net Per Unit	Gross Per Unit (1)
Commercial - Per 1k Sq Feet	409.60	0.50	204.80	31.52%	\$ 128,906.12	\$ 314.71	\$ 338.40
Hotel	90.00	0.50	45.00	6.93%	\$ 28,324.10	\$ 314.71	\$ 338.40
Multifamily	350.00	0.50	175.00	26.93%	\$ 110,149.28	\$ 314.71	\$ 338.40
Assisted Living Facility	140.00	0.50	70.00	10.77%	\$ 44,059.71	\$ 314.71	\$ 338.40
Townhomes	100.00	0.75	75.00	11.54%	\$ 47,206.83	\$ 472.07	\$ 507.60
Single Family	80.00	1.00	80.00	12.31%	\$ 50,353.96	\$ 629.42	\$ 676.80
Totals	1169.60		649.80	100.00%	\$ 409,000.00		

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

(1) This amount includes 7% for collection fees and early payment discounts when collected on the Polk County Tax Bill

Prepared by: Governmental Management Services - Central Florida, LLC



TABLE 4  
 CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT  
 COMBINED ALLOCATION OF EXPENDITURES FOR THE COMMERCIAL PROPERTY  
 OPERATIONS & MAINTENANCE ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE: COMMERCIAL

Land Use	No. of Units *	Total General & Administrative Expenditures	Total Assessment Area One Field Expenditures	Total Combined Operation & Maintenance Expenditures	Total Net Commercial O&M Per Unit	Total Gross Commercial O&M Per Unit (1)
Commercial - Per 1k Sq Feet	409.60	\$ 52,265.68	\$ 128,906.12	\$ 181,171.81	\$ 442.31	\$ 475.61
Totals	409.60	\$ 52,265.68	\$ 128,906.12	\$ 181,171.81		

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

(1) This amount includes 7% for collection fees and early payment discounts when collected on the Polk County Tax Bill

Prepared by: Governmental Management Services - Central Florida, LLC



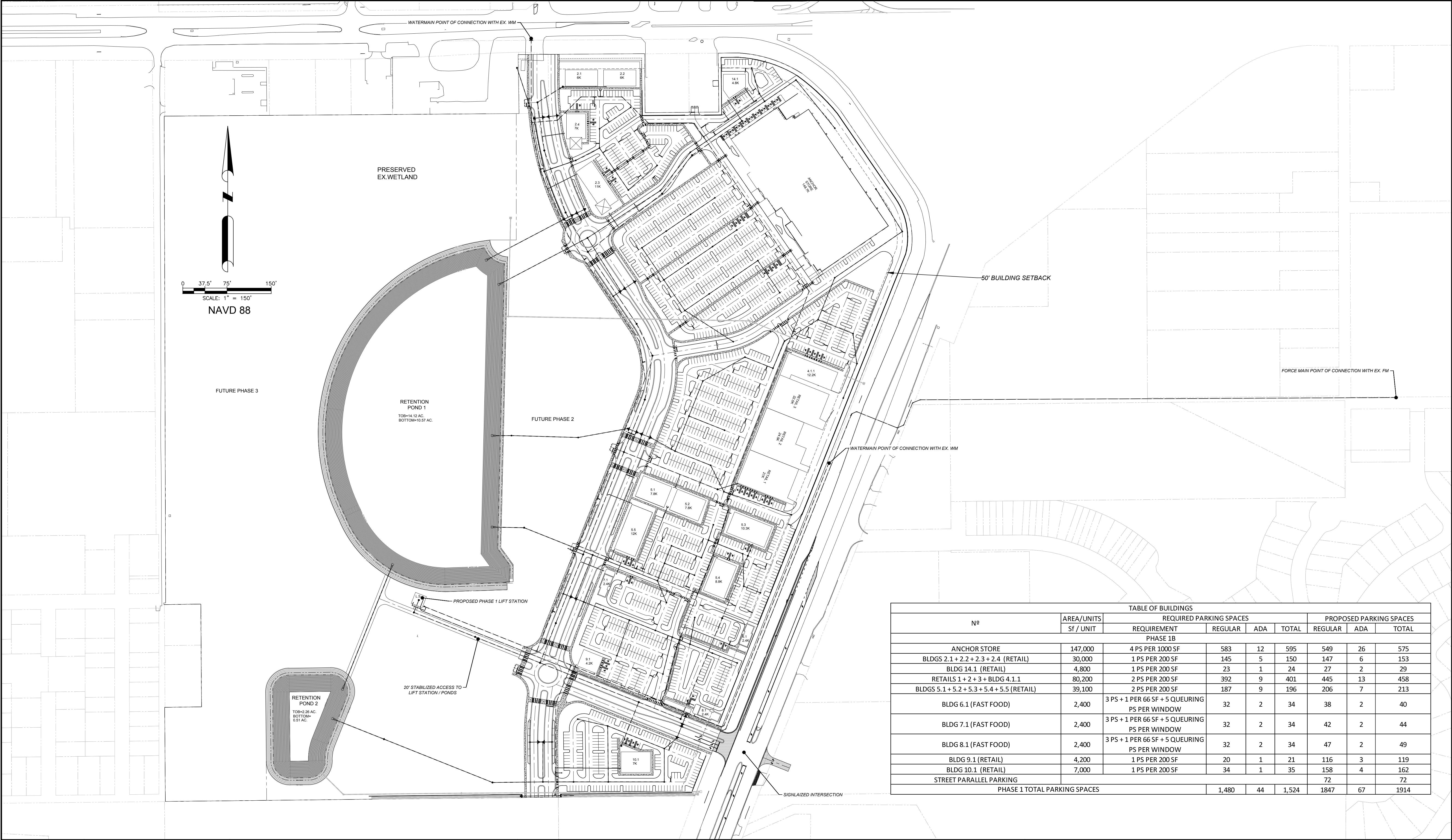



TABLE OF BUILDINGS								
Nº	AREA/UNITS	REQUIRED PARKING SPACES				PROPOSED PARKING SPACES		
	SF / UNIT	REQUIREMENT	REGULAR	ADA	TOTAL	REGULAR	ADA	TOTAL
PHASE 1B								
ANCHOR STORE	147,000	4 PS PER 1000 SF	583	12	595	549	26	575
BLDGS 2.1 + 2.2 + 2.3 + 2.4 (RETAIL)	30,000	1 PS PER 200 SF	145	5	150	147	6	153
BLDG 14.1 (RETAIL)	4,800	1 PS PER 200 SF	23	1	24	27	2	29
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BLDG 9.1 (RETAIL)	4,200	1 PS PER 200 SF	20	1	21	116	3	119
BLDG 10.1 (RETAIL)	7,000	1 PS PER 200 SF	34	1	35	158	4	162
STREET PARALLEL PARKING						72		72
PHASE 1 TOTAL PARKING SPACES			1,480	44	1,524	1847	67	1914



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Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION		DATE	BY

DAVE M. SCHMITT  
FLORIDA REG. NUMBER  
48274

MASTER PLAN - PHASE 1

CROSSROADS VILLAGE CENTER

HAINES CITY, FLORIDA

DATE: JUNE 2024

PROJECT NO.: BMG-1

DRAWN BY: BC

CHECKED BY: DMS

SCALE: 1" = 150'

SHEET: 1 OF 1



# SECTION 1



**OPERATIONS & MAINTENANCE  
ASSESSMENT METHODOLOGY REPORT  
FOR ASSESSMENT AREA ONE: COMMERCIAL**

**CROSSROADS VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: January 29, 2025**

**Prepared by**

**Governmental Management Services – Central Florida, LLC  
219 E. Livingston Street  
Orlando, FL 32801**





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## **1.0 Introduction**

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The District's O&M Budget creates special benefits specific to the property within the District, different in kind and degree than general benefits, for properties within the District's borders, as well as general benefits to the public at large. Special benefits include, but are not limited to, added use of the District's infrastructure, the added use of the property, added enjoyment of the property, and the probability of increased marketability and value of the property. Property values in the District are directly affected by the operations and maintenance of the District's infrastructure, unlike the more generalized impact to properties outside the District. Furthermore, the District's O&M Budget will increase the use and enjoyment of property within District.

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The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the Commercial Property. The allocation of responsibility for payment of the O&M Assessments to the Commercial Property associated with the O&M Budget have been apportioned according to reasonable estimates of the special benefits provided consistent with each development type. Accordingly, no acre or parcel of property within the boundaries of the District will be assessed for the payment of O&M Assessments greater than the determined special benefit particular to that parcel of the District.

## **2.0 The Operations & Maintenance Expenditures of the District**

### **2.1 Administrative Expenditures**

The O&M Budget expenditures of the District consist of administrative expenditures such as management, engineering, legal counsel, advertising, insurance, and annual



audit that are necessary for the ongoing operation of the District. The O&M Budget administrative expenditures benefit all property within the District, and will be allocated to the various development types and spread across the entire District on an ERU basis.

## **2.2 Field Expenditures – Assessment Area One: Commercial**

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## **3.0 Assessment Allocation**

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Multifamily	350.00	0.50	175.00
Assisted Living Facility	140.00	0.50	70.00
Townhomes	100.00	0.75	75.00
Single Family	80.00	1.00	80.00
<b>Total Units</b>	<b>1,169.60</b>		<b>649.80</b>

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

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

Prepared by: Governmental Management Services - Central Florida, LLC



TABLE 2  
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT  
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Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total General & Administrative	Net Per Unit	Gross Per Unit (1)
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TABLE 3  
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF FIELD EXPENDITURES - ASSESSMENT AREA ONE  
OPERATIONS & MAINTENANCE ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE: COMMERCIAL

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Assessment		
					Area One Field Expenditures	Net Per Unit	Gross Per Unit (1)
Commercial - Per 1k Sq Feet	409.60	0.50	204.80	31.52%	\$ 128,906.12	\$ 314.71	\$ 338.40
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 OPERATIONS & MAINTENANCE ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA ONE: COMMERCIAL

Land Use	No. of Units *	Total General & Administrative Expenditures	Total Assessment Area One Field Expenditures	Total Combined Operation & Maintenance Expenditures	Total Net Commercial O&M Per Unit	Total Gross Commercial O&M Per Unit (1)
Commercial - Per 1k Sq Feet	409.60	\$ 52,265.68	\$ 128,906.12	\$ 181,171.81	\$ 442.31	\$ 475.61
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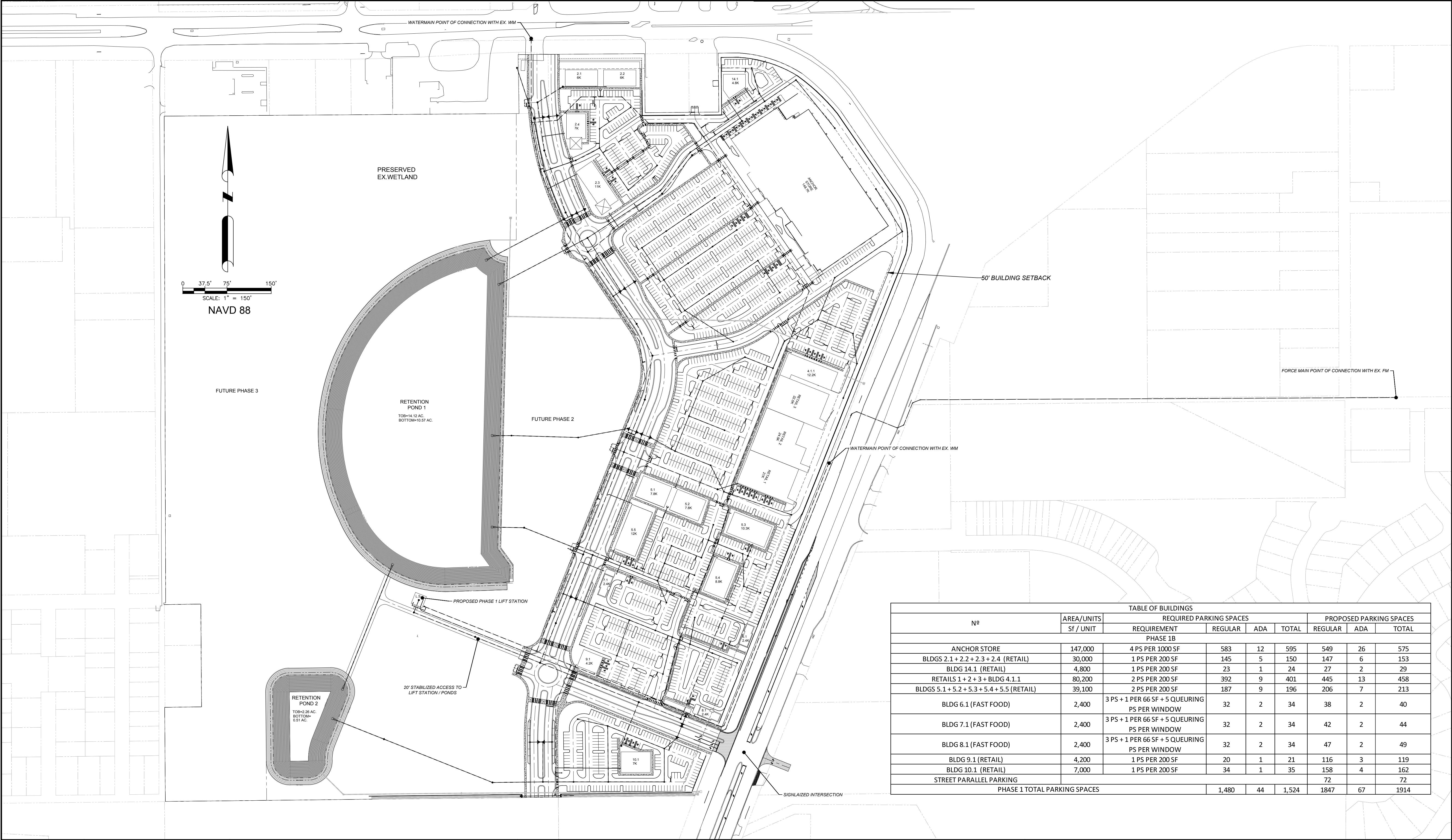
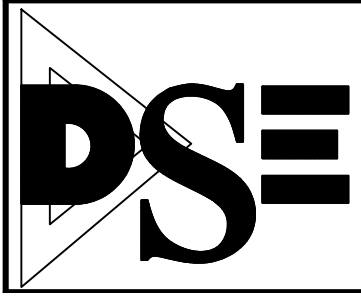


TABLE OF BUILDINGS								
Nº	AREA/UNITS SF / UNIT	REQUIRED PARKING SPACES				PROPOSED PARKING SPACES		
		REQUIREMENT	REGULAR	ADA	TOTAL	REGULAR	ADA	TOTAL
PHASE 1B								
ANCHOR STORE	147,000	4 PS PER 1000 SF	583	12	595	549	26	575
BLDGS 2.1 + 2.2 + 2.3 + 2.4 (RETAIL)	30,000	1 PS PER 200 SF	145	5	150	147	6	153
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STREET PARALLEL PARKING						72		72
PHASE 1 TOTAL PARKING SPACES			1,480	44	1,524	1847	67	1914



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Certification of Authorization #27471

REVISIONS					
DATE	BY	DESCRIPTION		DATE	BY

DAVE M. SCHMITT  
FLORIDA REG. NUMBER  
48274

**MASTER PLAN - PHASE 1**  
**CROSSROADS VILLAGE CENTER**  
**HAINES CITY, FLORIDA**

DATE: JUNE 2024  
PROJECT NO.: BMG-1  
DRAWN BY: BC  
CHECKED BY: DMS  
SCALE: 1" = 150'  
SHEET: 1 OF 1



## SECTION VI



**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared Syed Raza, as CEO of Black Mountain Group, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Syed Raza, as CEO for Developer am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Crossroads Village Center Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and DGP&S Construction, Inc. ("**Contractor**"), dated \_\_\_\_\_, 2025, including all change orders approved to date, and attached hereto as **Exhibit A**, either
  - a.   X   was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
  - b. \_\_\_\_\_ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.

(iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.

(iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.

- (v) The Contractor has:
  - a.   X   furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or
  - b. \_\_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or
  - c. \_\_\_\_\_ Developer will furnish a demand note agreement in satisfactory form to the District.



(vi) Developer

- a.   X   represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or
- b.            has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.

(vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this        day of                                 , 2025.

**Black Mountain Group, LLC**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: Syed Raza

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this        day of                                 , 2025, by Syed Raza, as CEO of Black Mountain Group, LLC, who ☐ is personally known to me or ☐ produced                                  as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature



**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, DGP&S Construction, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The portion of the agreement between Black Mountain Group, LLC and Contractor dated \_\_\_\_\_, 2025 ("**Contractor Agreement**") related to the District's Capital Improvement Plan, as set forth in **Exhibit A**, has been assigned to the Crossroads Village Center Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity. No private lot development or commercial lot development shall be included in the assignment, only those portions of the District's public improvements is hereby assigned.
- (ii) Contractor represents and warrants that either:
  - a.   X   Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b.        Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]



Executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of DGP&S Construction, Inc., who ☐ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature



## **EXHIBIT A**

### **Crossroads Village Center Community Development District Summary of Proposed Infrastructure**

<b><u>Infrastructure</u></b>	<b><u>Construction Entity</u></b>	<b><u>Ownership Entity</u></b>	<b><u>Capital Financing<sup>1</sup></u></b>	<b><u>Operation &amp; Maintenance Entity</u></b>
Stormwater Management Facilities	District	District	District	District
Water and Wastewater Utilities (Lift Stations, Water, & Sewer) <sup>2</sup>	District	City of Haines City	District	City of Haines City
Electric and Lighting Utilities (Street Lighting & Conduit) <sup>3</sup>	District	District	District	District
Internal Roadway Improvements and Parking <sup>4</sup>	District	District	District	District
Offsite Roadway Improvements <sup>5</sup>	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 <sup>6</sup>	District	City of Haines City	District	City of Haines City

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

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

<sup>3</sup> 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.

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

<sup>5</sup> 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.

<sup>6</sup> 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.



**ADDENDUM (“ADDENDUM”) TO CONTRACTOR AGREEMENT (“CONTRACT”)  
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**

**1. ASSIGNMENT.** This Addendum applies to that certain contract between the Crossroads Village Center Community Development District (“**District**”) and DGP&S Construction, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond. A form of the payment and performance bond is attached at **Exhibit F**.

**3. INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, governing board, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida’s Local Government Prompt Payment Act, sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment. Further, the District shall hold retainage up to 5% of each pay application, consistent with Chapters 218 and 255, *Florida Statutes*.

**5. INDEMNIFICATION.** Contractor’s indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract,



the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable and were included as part of the bid and/or assignment documents. Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**6. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.

b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.

c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.

d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.



h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all materials and products.

i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**7. PUBLIC RECORDS.** Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM.**

**8. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.



**9. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided as follows:

District: Crossroads Village Center Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC  
517 E. College Ave  
Tallahassee, Florida 32301  
Attn: District Counsel

**10. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), *Florida Statutes*, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If Contractor is found to have submitted a false certification as provided in section 287.135(5), *Florida Statutes*, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**11. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**12. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**13. DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

**14. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

**15. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Contractor certifies, by acceptance of this Addendum, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit E** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

[CONTINUED ON NEXT PAGE]



**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**DGP&S CONSTRUCTION, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**CROSSROADS VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Syed Raza  
Its: Chairperson, Board of Supervisors

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Scrutinized Companies Statement  
**Exhibit B:** Public Entity Crimes Statement  
**Exhibit C:** Trench Safety Act Statement  
**Exhibit D:** Discrimination Statement  
**Exhibit E:** Anti-Human Trafficking Affidavit  
**Exhibit F:** Form of Payment and Performance Bonds



**EXHIBIT A**  
**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,**  
**REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR**  
**SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS**  
**LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Crossroads Village Center Community Development District by \_\_\_\_\_  
\_\_\_\_\_(print individual's name and title) for DGP&S  
Construction, Inc. (print name of entity submitting sworn statement)\_whose business address is \_\_\_\_\_  
\_\_\_\_\_.
2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with Black Mountain Group, LLC, to the Crossroads Village Center Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
4. The entity will immediately notify the Crossroads Village Center Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature by authorized representative of Contractor

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of  
\_\_\_\_\_ 2025, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

(SEAL)



**EXHIBIT B**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Crossroads Village Center Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for DGP&S Construction, Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_

- 
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of DGP&S Construction, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☐ or did not ☐ take the oath.

\_\_\_\_\_  
Notary Public, State of Florida







**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**  
**CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, the Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
Project Total			

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.



**EXHIBIT D**  
**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), *FLORIDA STATUTES*,**  
**ON DISCRIMINATION**  
**CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Crossroads Village Center Community Development District.
2. I, \_\_\_\_\_ (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for DGP&S Construction, Inc. ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.

3. Contractor's business address is \_\_\_\_\_.

4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.

6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.

7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:

- a. A predecessor or successor of an entity that discriminated; or
- b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public



entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

\_\_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

\_\_\_\_\_  
Signature by authorized representative

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida



**EXHIBIT E**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

I, \_\_\_\_\_, as \_\_\_\_\_, on behalf of DGP&S Construction, Inc., a limited liability company authorized to conduct business in Florida (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: \_\_\_\_\_, 2025

[Remainder of page intentionally left blank]



FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida



## EXHIBIT F

### PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

SURETY (Name and Address of Principal Place of Business  
and Phone Number):

OWNER: Crossroads Village Center Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Phone: (407) 841-5524

#### CONTRACT

Date:

Amount: \$

Description (Name and Location):

#### BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

#### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

#### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties,  
if required.)

Attest: \_\_\_\_\_

Signature and Title

#### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

#### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)



Attest: \_\_\_\_\_  
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

- 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;



6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



**PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

SURETY (Name and Address of Principal Place of Business  
and Phone Number):

OWNER: Crossroads Village Center Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Phone: (407) 841-5524

**CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties,  
if required.)

Attest: \_\_\_\_\_  
Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title:



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to promptly pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they



agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1.Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3.Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

### **FOR INFORMATION ONLY – Name, Address and Telephone**

**Surety Agency or Broker:**

**Owner's Representative (engineer or other party):**



## SECTION VII



**CONSTRUCTION FUNDING AGREEMENT  
CROSSROADS VILLAGE CENTER**

**THIS AGREEMENT** (the “**Agreement**”) is made and entered into this \_\_\_\_ day of May 2025, by and between:

**CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with a mailing address c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), and

**BLACK MOUNTAIN GROUP, LLC**, a Delaware limited liability company authorized to conduct business in the State of Florida, the owner and developer of lands within the District, with a mailing address of 1540 International Parkway Suite 2000, Lake Mary, Florida 32746, and its successors and assigns (the “**Developer**”, together with the District, the “**Parties**”, and separately, the “**Party**”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance, as amended from time to time, adopted by the City Commission of the City of Haines City, Florida under Ordinance No. 21-1676, which became effective November 4, 2021, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

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

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

**WHEREAS**, the Developer has requested assignment of that certain construction agreement between the Developer and DGP&S Construction, Inc. to the District (the “**Construction Agreement**”) and the District has agreed to accept assignment of the same in order to assist in the completion of the various infrastructure improvements, facilities, and services within and adjacent to the District described in that certain *Amended and Restated Master Engineer’s Report Prepared for Crossroads Village Center Community Development District*, dated April 23, 2025, (the “**Engineer’s Report**” and the improvements described therein, the “**Capital Improvement Plan**”), attached hereto as **Exhibit A** and incorporated herein by reference, which includes the improvements set forth in the Construction Agreement (hereinafter, the “**Project**”); and

**WHEREAS**, the District currently does not have sufficient funds available to provide for the construction of the entirety of the Project described in **Exhibit A**, including construction and any



design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “**Improvements**”); and

**WHEREAS**, in order to induce the District to proceed at this time with the assignment of the Construction Agreement and construction of the Improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such Improvements; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the Parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds unless not legally permitted.

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

**1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**2. FUNDING.** The Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements after such time as the District’s Bond proceeds are exhausted and so long as such Improvements are part of the Capital Improvement Plan set forth in **Exhibit A** unless otherwise agreed to by the Developer. The Developer recognizes the District is anticipated to take assignment of the Construction Agreement, the total of which may exceed available Bond proceeds, and the Developer agrees to fund all amounts necessary for work product and Improvements required to complete the Capital Improvement Plan that exceed available Bond proceeds or are not otherwise funded. The Developer will make such funds available on a monthly basis, within fifteen (15) business days of a written request by the District. The funds shall be placed in the District’s construction account with such depository as determined by the District.

**3. DEFAULT.** A default by either Party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, and shall exclude consequential, incidental, special or punitive damages unless otherwise provided by law.

**4. ENFORCEMENT OF AGREEMENT.** In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, litigation fees and costs, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AGREEMENT.** This Agreement shall constitute the final and complete expression of the Agreement between the Parties relating to the specific subject matter of this Agreement.



**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this Agreement.

**8. NOTICES.** All notices, requests, consents and other communications hereunder (the “Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, electronic mail, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** Crossroads Village Center  
Community Development District  
c/o Governmental Management Services –  
Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager  
[jburns@gmscfl.com](mailto:jburns@gmscfl.com)

**With a copy to:** Kilinski | Van Wyk, PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel  
[jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com)

**B. If to the Developer:** Black Mountain Group, LLC  
1540 International Parkway, Suite 2000  
Lake Mary, Florida 32746  
Attn: Syed Raza  
[sgraza@protonmail.com](mailto:sgraza@protonmail.com)

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

**9. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or



for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto and their permitted assigns any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

**10. ASSIGNMENT.** Neither Party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Party which shall not be unreasonably withheld.

**11. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**12. EFFECTIVE DATE AND TERMINATION.** The Agreement shall be effective after execution by all Parties hereto and shall remain in effect unless terminated by any of the Parties hereto. The Developer may terminate this Agreement only in the event of a continuing breach by the District, provided that such breach has not been cured within thirty (30) days after written notice of such breach is given by the Developer to the District and Developer was not the cause of the breach. Notwithstanding the foregoing, the Developer shall not be entitled to terminate this Agreement if there are active contracts in the District's name for which the District has no funding available. The Agreement shall be effective after execution by all Parties hereto and shall remain in effect unless terminated by any of the Parties hereto.

**13. PUBLIC RECORDS.** The Developer acknowledges and agrees that all documents of any kind provided to the District in connection with this Agreement constitute public records, and, accordingly, the Developer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term, if the Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Developer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Developer, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Developer acknowledges that the designated Public Records Custodian for the District is **Jillian Burns**.



**IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTN: DISTRICT MANAGER, PHONE (407) 841-5524; JBURNS@GMSCFL.COM.**

**14. COUNTERPARTS.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

**15. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** The Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Developer agrees to execute an affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*, within thirty (30) days of the effective date of this Agreement.

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

**CROSSROADS VILLAGE CENTER  
COMMUNITY DEVELOPMENT  
DISTRICT**

---

Vice Chairperson, Board of Supervisors

**BLACK MOUNTAIN GROUP, LLC**

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By: Syed Raza  
Its: Manager

**Exhibit A:** Engineer’s Report



**Exhibit A**  
Engineer's Report

*[attached beginning at following page]*



## SECTION VIII



**AGREEMENT BY AND BETWEEN THE CROSSROADS VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT AND BLACK MOUNTAIN GROUP, LLC  
REGARDING THE ACQUISITION OF WORK PRODUCT, IMPROVEMENTS AND  
REAL PROPERTY**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between:

**CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “**District**”); and

**BLACK MOUNTAIN GROUP, LLC**, a Delaware limited liability company authorized to conduct business in the State of Florida, the developer and a landowner within the District, with a mailing address of 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746, and its successors and assigns (the “**Developer**” and, together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “**Improvements**”) within and without the boundaries of the District, and the anticipated cost thereof, as described in that certain *Master Engineer’s Report for Capital Improvements Prepared for Crossroads Village Center Community Development District*, dated February 16, 2025 (the “**Engineer’s Report**” and the project detailed therein, the “**Capital Improvement Plan**”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Developer is the owner and the developer of certain lands within the boundaries of the District applicable to the Capital Improvement Plan, as identified in the Engineer’s Report, within which a portion of the District Improvements will be located; and

**WHEREAS**, the District intends to finance all or a portion of the Improvements through the anticipated issuance of tax exempt bonds (“**Bonds**”) in the future; and

**WHEREAS**, because the Bonds were not yet issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Capital Improvement Plan (“**Work Product**”); and



**WHEREAS**, the District acknowledges the Developer's need to have the Improvements, including the Capital Improvement Plan, constructed in an expeditious and timely manner in order to develop the District lands; and

**WHEREAS**, the District agrees that it will not have sufficient monies to proceed with either preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Bonds; and

**WHEREAS**, to avoid a delay in the commencement of the construction of the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

**WHEREAS**, in conjunction with the acquisition of the Work Product and/or Improvements, the Developer desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the "**Real Property**"); and

**WHEREAS**, the Developer and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**SECTION 2. WORK PRODUCT.** The District agrees to pay the lesser of actual cost incurred by the Developer or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the "**Acquisition Date**"). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (the "**Board**") the total actual amount of cost, which, in the District Engineer's commercially reasonable opinion, is appropriate for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee for the Bonds (the "**Trustee**"). In the event that the Developer disputes the District Engineer's opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit



which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

**A.** The Developer agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

**B.** The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Developer shall retain the right, title and interest to use the Work Product, and the District shall grant the Developer a non-exclusive license (without the right to sublicense) to use the Work Product to the extent reasonably required by the Developer in connection with the ownership, construction, development, and management of the Capital Improvement Plan or other lands owned by the Developer to which such Work Product pertains. To the extent determined necessary by the District, the Developer shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

**C.** Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Developer to the District in respect thereto, except for the Developer's warranty that it has paid for the Work Product and has the right to convey it to the District.

**D.** The Developer agrees to make reasonable good faith efforts, but without imposing any requirement on the Developer to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

**E.** The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.



**SECTION 3. IMPROVEMENTS.** The Developer has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Developer for those portions of the Improvements which have been commenced or completed prior to the issuance of the Bonds. When a portion of the Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. The Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any Real Property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide the Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

**A.** All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Developer agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

**B.** The District Engineer shall certify as to the actual cost of any Improvement built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the fair market value of the Improvement, whichever is less, as determined by the District Engineer.

**C.** The Developer agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

**D.** Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Developer and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications



necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**SECTION 4. ASSIGNMENT OF CONTRACTS.** The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Developer providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Bonds are actually issued, the Developer agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

**SECTION 5. CONVEYANCE OF REAL PROPERTY.**

**A. Conveyance.** In the event that Real Property interests are to be conveyed by the Developer and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Developer, then in such event, the Developer agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Developer or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by the Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay all costs associated with the conveyance of the lands upon which the Improvements are constructed, including but not limited to recording fees, documentary stamps, title insurance premiums, and any other closing costs. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy with coverage amounts equal to the fair market value of the conveyed property in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere



with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

**B. *Boundary or Other Adjustments.*** The Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in the Developer's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Developer to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

## **SECTION 6. TAXES, ASSESSMENTS, AND COSTS.**

**A. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title within fifteen (15) business days prior to the date of transfer, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

**1.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed, with such payment to be made within thirty (30) days of receipt of an invoice from the District.

**2.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

**B. *Notice.*** The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within fifteen (15) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at



the maximum rate allowed by law from the date of the payment made by the District.

**C. Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and the Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Bonds (“**Prior Acquisitions**”). The District agrees to pursue the issuance of the Bonds in good faith and, within thirty (30) days from the issuance of such Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Should any proceeds flow to the acquisition and construction account as a result of the satisfaction of a debt reserve release requirement(s), as such requirement(s) is/are defined in the Master Trust Indenture or the relevant Supplemental Trust Indenture, such proceeds shall be used to make payment to the Developer for any Work Product, Improvements, Real Property, or reimbursable Advanced Funds eligible for payment as set forth herein no later than thirty (30) days from the later of the date the funds are released into the acquisition and construction account or the date the Developer provides all necessary documentation to support a payment under this Agreement. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Bonds or in the advice of bond/tax counsel the District cannot reimburse the Prior Acquisitions due to time or other legal considerations and, thus does not make payment to the Developer for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Developer acknowledges that the District intends to convey some or all of the Improvements to the State of Florida and Polk County and consents to the District’s conveyance of such improvements prior to payment for any Prior Acquisitions.

**SECTION 8. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

**SECTION 9. INDEMNIFICATION.** For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim,



suit, etc.; provided, however, that the Developer shall not indemnify the District for (i) a default by the District under this Agreement, (ii) the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence, or (iii) any claims arising after the date of acquisition of the relevant Real Property, Improvement or Work Product by the District.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the District and the Developer relating to the subject matter of this Agreement.

**SECTION 12. AMENDMENTS.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the Trustee for the Bonds acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** Crossroads Village Center CDD  
c/o GMS – Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Developer:** Black Mountain Group, LLC  
1540 International Parkway  
Suite 2000  
Lake Mary, Florida 32746



Attn: Sayed Raza

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

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District, the Developer, and their respective successors and permitted assigns, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

**SECTION 17. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. Such consent shall not be required in the event of a sale of the majority of the Capital Improvement Plan then-owned by the Developer, and upon notice to the District, pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

**SECTION 18. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.



**SECTION 19. EFFECTIVE DATE.** This Agreement shall be effective upon its execution by the District and the Developer.

**SECTION 20. TERMINATION.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within ten (10) years from the date of this Agreement, or upon thirty (30) days written notice to Developer of Developer's material breach of this Agreement that remains uncured during such notice period.

**SECTION 21. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Electronic signatures are permitted under section 668.50, *Florida Statutes*, as amended. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 26. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** The Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Developer agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*, prior to commencing any work under this Agreement and annually thereafter on the anniversary date of this Agreement.

*[Remainder of this page left intentionally blank]*



IN WITNESS WHEREOF, the Parties below execute this Agreement the day and year first written above.

**CROSSROADS VILLAGE CENTER  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Vice Chairperson/Assistant Secretary, Board of  
Supervisors

**BLACK MOUNTAIN GROUP, LLC**

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Syed Raza - Director

**EXHIBIT A:** *Master Engineer's Report for Capital Improvements Prepared for Crossroads Village Center Community Development District, dated February 16, 2025*



**EXHIBIT A**

*Master Engineer's Report for Capital Improvements Prepared for Crossroads Village Center  
Community Development District, dated February 16, 2025*

*[attached beginning at following page]*



## SECTION IX



**RESOLUTION 2025-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT  
DISTRICT ADOPTING THE REMAINING ANNUAL MEETING  
SCHEDULE FOR FISCAL YEAR 2025; AND PROVIDING FOR 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 District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt a revised annual meeting schedule for the remaining Fiscal Year 2025 Board meetings attached as **Exhibit A**.

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

**SECTION 1.** The Fiscal Year 2025 revised annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 28th day of May 2025.

ATTEST:

**CROSSROADS VILLAGE CENTER  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Revised Fiscal Year 2025 Annual Meeting Schedule



**Exhibit A:**  
**Fiscal Year 2025 Annual Meeting Schedule**

**CROSSROADS VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**  
**NOTICE OF MEETINGS FOR FISCAL YEAR 2025**

The Board of Supervisors of the Crossroads Village Center Community Development District will hold their remaining regular meetings for Fiscal Year 2025 at the Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida 33850, on the \_\_\_\_\_ of every month at \_\_\_\_:\_\_\_\_ AM/PM unless otherwise indicated as follows:

**[DATES HERE]**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524 (“District Manager’s Office”), or may be obtained on the District’s website at: <https://crossroadsvillagecentercdd.com/>.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager’s Office at (407) 841-5524, at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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 such appeal is to be based.

District Manager



# SECTION X



# SECTION C



# SECTION 1



Crossroads Village Center  
Community Development District

Summary of Check Register

February 1, 2024 through May 23, 2025

Fund	Date	Check No.'s	Amount
General Fund			
	3/31/25	62-64	\$ 27,880.17
	4/16/25	65	\$ 383.20
	5/13/25	66	\$ 684.97
Total Amount			\$ 28,948.34



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/31/25	00009	2/28/25 00069840	202502 310-51300-48000	NOT OF LANDOWNER MTG 2/18	*	1,072.06	
				GANNETT MEDIA CORP DBA			1,072.06 000062
3/31/25	00001	1/01/25 43	202501 310-51300-34000	MANAGEMENT FEES-JAN25	*	3,062.50	
		1/01/25 43	202501 310-51300-35200	WEBSITE MANAGEMENT-JAN25	*	100.00	
		1/01/25 43	202501 310-51300-35100	INFORMATION TECH-JAN25	*	150.00	
		2/01/25 44	202502 310-51300-34000	MANAGEMENT FEES-FEB25	*	3,062.50	
		2/01/25 44	202502 310-51300-35200	WEBSITE MANAGEMENT-FEB25	*	100.00	
		2/01/25 44	202502 310-51300-35100	INFORMATION TECH-FEB25	*	150.00	
		2/01/25 44	202502 310-51300-51000	OFFICE SUPPLIES	*	.06	
		2/01/25 44	202502 310-51300-42000	POSTAGE	*	1.55	
		3/01/25 46	202503 310-51300-34000	MANAGEMENT FEES-MAR25	*	3,062.50	
		3/01/25 46	202503 310-51300-35200	WEBSITE MANAGEMENT-MAR25	*	100.00	
		3/01/25 46	202503 310-51300-35100	INFORMATION TECH-MAR25	*	150.00	
		3/01/25 46	202503 310-51300-51000	OFFICE SUPPLIES	*	2.65	
		3/01/25 46	202503 310-51300-42000	POSTAGE	*	1.94	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			9,943.70 000063
3/31/25	00007	9/08/24 10298	202501 300-20700-10200	031-FR#3	*	570.00	
		1/18/25 11127	202412 310-51300-31500	ATTORNEY SVCS-DEC24	*	1,274.00	
		2/19/25 11127-A	202412 310-51300-31500	INTEREST FOR INV#11127	*	1.08	
		2/19/25 11370	202401 310-51300-31500	ATTORNEY SVCS-JAN25	*	7,500.50	
		3/16/25 11621	202502 310-51300-31500	ATTORNEY SVCS-FEB25	*	5,931.50	
		3/16/25 11622	202502 300-20700-10200	CONTRUCTION-FEB25	*	1,584.50	
		3/16/25 11622-A	202502 300-20700-10200	INTEREST FOR INV#10298	*	2.83	
				KILINSKI VAN WYK, PLLC			16,864.41 000064
				CVC CROSSROADS VIL KCOSTA			



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/16/25	00009	3/31/25 00070389	202503 310-51300-48000		*	383.20	
		NOT OF FINANCIAL MTG 3/31					
				GANNETT MEDIA CORP DBA			383.20 000065
5/13/25	00009	4/30/25 00070928	202504 310-51300-48000		*	354.46	
		NOT OF MTG FY25-4/16					
		4/30/25 00070928	202504 310-51300-48000		*	330.51	
		MTG AUDITOR SELECT 4/24					
				GANNETT MEDIA CORP DBA			684.97 000066
TOTAL FOR BANK A						28,948.34	
TOTAL FOR REGISTER						28,948.34	



## SECTION 2



***Crossroads Village Center***  
***Community Development District***

***Unaudited Financial Reporting***  
***March 31, 2025***





# Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund</u>
3	<u>Capital Projects Fund</u>
4	<u>Month to Month</u>



# Crossroads Village Center

Community Development District

Combined Balance Sheet

March 31, 2025

	General Fund	Capital Projects Fund	Totals Governmental Funds
<b>Assets:</b>			
<u>Cash:</u>			
Operating Account	\$ 4,235	\$ -	\$ 4,235
Due from Developer	\$ 24,587	\$ -	\$ 24,587
<b>Total Assets</b>	<b>\$ 28,821</b>	<b>\$ -</b>	<b>\$ 28,821</b>
<b>Liabilities:</b>			
Accounts Payable	\$ -	\$ -	\$ -
<b>Total Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fund Balance:</b>			
Restricted For:			
Capital Projects	\$ -	\$ -	\$ -
Unassigned	\$ 28,821	\$ -	\$ 28,821
<b>Total Fund Balances</b>	<b>\$ 28,821</b>	<b>\$ -</b>	<b>\$ 28,821</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 28,821</b>	<b>\$ -</b>	<b>\$ 28,821</b>



# Crossroads Village Center

## Community Development District

### General Fund

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

For The Period Ending March 31, 2025

	Adopted Budget	Prorated Budget Thru 03/31/25	Actual Thru 03/31/25	Variance
<b>Revenues:</b>				
Developer Contributions	\$ -	\$ -	\$ 70,162	\$ 70,162
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 70,162</b>	<b>\$ 70,162</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Attorney	\$ -	\$ -	\$ 13,614	\$ (13,614)
Management Fees	\$ -	\$ -	\$ 18,375	\$ (18,375)
Information Technology	\$ -	\$ -	\$ 900	\$ (900)
Website Maintenance	\$ -	\$ -	\$ 600	\$ (600)
Postage & Delivery	\$ -	\$ -	\$ 4	\$ (4)
Legal Advertising	\$ -	\$ -	\$ 1,072	\$ (1,072)
Other Current Charges	\$ -	\$ -	\$ 256	\$ (256)
Office Supplies	\$ -	\$ -	\$ 3	\$ (3)
Dues, Licenses & Subscriptions	\$ -	\$ -	\$ 175	\$ (175)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,000</b>	<b>\$ (35,000)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 35,162</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (6,341)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 28,821</b>	



# Crossroads Village Center

## Community Development District

### Capital Projects Fund

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

For The Period Ending March 31, 2025

	Adopted Budget	Prorated Budget Thru 03/31/25	Actual Thru 03/31/25	Variance
<b>Revenues:</b>				
Interest	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 1,587	\$ (1,587)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,587</b>	<b>\$ (1,587)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ (1,587)</b>	
<b>Other Financing Sources/(Uses):</b>				
Developer Advances	\$ -	\$ -	\$ 1,587	\$ 1,587
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,587</b>	<b>\$ 1,587</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ -</b>	



**Crossroads Village Center**  
Community Development District  
Month to Month

	Oct		Nov		Dec		Jan		Feb		March		April		May		June		July		Aug		Sept		Total		
<b><u>Revenues:</u></b>																											
Developer Contributions	\$	3,313	\$	-	\$	13,034	\$	4,587	\$	29,228	\$	20,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	70,162
<b>Total Revenues</b>	<b>\$</b>	<b>3,313</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>13,034</b>	<b>\$</b>	<b>4,587</b>	<b>\$</b>	<b>29,228</b>	<b>\$</b>	<b>20,000</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>70,162</b>
<b><u>Expenditures:</u></b>																											
<b><u>General &amp; Administrative:</u></b>																											
Attorney	\$	4,289	\$	2,119	\$	1,275	\$	-	\$	5,932	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	13,614
Management Fees	\$	3,063	\$	3,063	\$	3,063	\$	3,063	\$	3,063	\$	3,063	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	18,375
Information Technology	\$	150	\$	150	\$	150	\$	150	\$	150	\$	150	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	900
Website Maintenance	\$	100	\$	100	\$	100	\$	100	\$	100	\$	100	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	600
Postage & Delivery	\$	1	\$	0	\$	-	\$	-	\$	2	\$	2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	4
Other Current Charges	\$	40	\$	40	\$	40	\$	40	\$	48	\$	48	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	256
Office Supplies	\$	0	\$	0	\$	-	\$	-	\$	0	\$	3	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	3
Dues, Licenses & Subscriptions	\$	175	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	175
<b>Total Expenditures</b>	<b>\$</b>	<b>7,817</b>	<b>\$</b>	<b>5,471</b>	<b>\$</b>	<b>4,628</b>	<b>\$</b>	<b>3,353</b>	<b>\$</b>	<b>10,366</b>	<b>\$</b>	<b>3,365</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>35,000</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$</b>	<b>(4,504)</b>	<b>\$</b>	<b>(5,471)</b>	<b>\$</b>	<b>8,406</b>	<b>\$</b>	<b>1,234</b>	<b>\$</b>	<b>18,863</b>	<b>\$</b>	<b>16,635</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>35,162</b>