

CEDAR CROSSINGS

**COMMUNITY DEVELOPMENT
DISTRICT**

April 23, 2025

**BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA**

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Cedar Crossings Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

April 16, 2025

Board of Supervisors
Cedar Crossings Community Development District

Dear Board Members:

The Board of Supervisors of the Cedar Crossings Community Development District will hold a Special Meeting on April 23, 2025 at 1:00 p.m., at the Oakland Neighborhood Center, 915 Ave. E, Haines City, Florida 33844. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-06, Electing Stephen White as Assistant Secretary of the District, and Providing for an Effective Date
4. Consideration of Resolution 2025-07, Approving Proposed Budget for Fiscal Year 2026; 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
5. Consideration of Resolution 2025-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
6. Consideration of Resolution 2025-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
7. Consideration of Resolution 2025-04, Designating the Location of the Local District Records Office and Providing an Effective Date
8. Ratification Items
 - A. Polk County Property Appraiser Contract Agreement
 - B. Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- C. Empire Management Group, Inc. Agreement for Field Operations Management Services
 - D. Acquisition of CDD Improvements
 - 9. Acceptance of Unaudited Financial Statements as of March 31, 2025
 - 10. Approval of January 15, 2025 Special Meeting Minutes
 - 11. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk PLLC*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: TBD

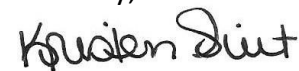
○ QUORUM CHECK

SEAT 1	STEPHEN McCONN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	CASEY DARE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	AARON REID	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JEFF MYERS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	SAMMY CHAKHACHIRO	☐ IN PERSON	☐ PHONE	☐ NO

- 12. Board Members' Comments/Requests
- 13. Public Comments
- 14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT ELECTING STEPHEN WHITE AS ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to elect a certain Officer of the District.

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

SECTION 1. Stephen White is elected as Assistant Secretary.

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

PASSED AND ADOPTED this 23rd day of April, 2025.

ATTEST:

**CEDAR CROSSINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2026; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Cedar Crossings Community Development District ("**District**") prior to June 15, 2025, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CEDAR CROSSINGS 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. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office**," c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. 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 2025, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

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

DATE: _____, 2025

HOUR: _____

LOCATION: _____

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

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least 45 days.

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

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

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

PASSED AND ADOPTED THIS 23RD DAY OF APRIL 2025.

ATTEST:

**CEDAR CROSSINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2026

Exhibit A: Proposed Budget for Fiscal Year 2026

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
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**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025					
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026	Build-out
REVENUES						
Landowner contribution	104,540	21,240	83,300	104,540	409,421	523,971
Total revenues	104,540	21,240	83,300	104,540	409,421	523,971
EXPENDITURES						
Professional & administrative						
Management/accounting/recording**	48,000	14,000	34,000	48,000	48,000	48,000
Legal	25,000	5,840	19,160	25,000	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000	5,000
Audit	5,500	-	5,500	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500	500
Dissemination agent	2,000	167	1,833	2,000	2,000	2,000
Trustee	5,500	-	5,500	5,500	5,500	5,500
Telephone	200	100	100	200	200	200
Postage	500	265	235	500	500	500
Printing & binding	500	250	250	500	500	500
Legal advertising	7,500	-	7,500	7,500	2,500	2,500
Annual special district fee	175	175	-	175	175	175
Insurance	5,500	5,000	500	5,500	5,500	5,500
Contingencies/bank charges	750	775	(25)	750	750	1,500
Tax Collector	-	-	-	-	-	-
Meeting room rental	-	305	(305)	-	2,000	2,000
Website hosting & maintenance	705	-	705	705	705	705
Website ADA compliance	210	-	210	210	210	210
Total professional & administrative	104,540	26,877	77,663	104,540	101,540	105,290
Field operations						
Management & administration						
Contingency	-	-	-	-	1,000	5,000
O&M accounting services	-	-	-	-	4,500	4,500
Insurance: property	-	-	-	-	20,000	30,000
Management services	-	-	-	-	24,600	24,600
General administrative	-	-	-	-	2,000	2,000
Grounds/bldg maintenance						
General maintenance	-	-	-	-	2,500	7,500
Irrigation repairs	-	-	-	-	5,000	9,000
Landscape contract	-	-	-	-	60,000	96,000
Mulch annual replenish- common areas minus amenity	-	-	-	-	12,000	26,000
Landscaping extra- replacement & annuals	-	-	-	-	5,000	10,000
Tree trimming	-	-	-	-	2,000	3,500
Pressure washing common areas	-	-	-	-	6,000	12,000
Holiday decorations	-	-	-	-	4,000	6,000
Walkway maintenance/repair	-	-	-	-	2,500	2,500
Covered picnic area maintenance/repair	-	-	-	-	-	2,000
Dog Park Maintenance and repair	-	-	-	-	-	2,000
Retaining wall maintenance/repair (off site)	-	-	-	-	-	2,000
Pet Stations common Areas	-	-	-	-	2,400	4,200
6' Masonry perimeter wall maintenance/repair	-	-	-	-	4,000	10,000
Tot Lots (2 locations)/maintenance/mulch/repairs	-	-	-	-	3,000	5,500

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025					
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026	Build-out
Recreational expenses - amenity	-	-	-	-		
Pool maintenance contract	-	-	-	-	13,500	13,500
Pool/cabana janitorial contract/ trash removal	-	-	-	-	9,600	9,600
Pool equipment repairs/ furniture repairs	-	-	-	-	2,500	2,500
Pool/cabana/fence/gate general maintenance	-	-	-	-	3,500	3,500
Termite bond/pest control amenity	-	-	-	-	850	850
Parking lot maintenance & repair	-	-	-	-	2,000	2,000
Access control systems/cameras/service/maintenance	-	-	-	-	12,000	12,000
Pressure washing pool/amenity	-	-	-	-	2,000	2,000
Electric- amenity/amenity irrigation	-	-	-	-	5,000	5,000
Domestic water/sewer- amenity	-	-	-	-	6,000	6,000
Irrigation- amenity	-	-	-	-	3,600	3,600
Telephone/cable/internet - amenity	-	-	-	-	2,000	2,000
Pool permits/licenses	-	-	-	-	500	500
Amenity landscape maintenance	-	-	-	-	18,000	18,000
Amenity (pool/cabana) mulch	-	-	-	-	2,750	2,750
Utilities	-	-	-	-		
Electric- common areas minus pool amenity	-	-	-	-	1,500	1,500
Electric- street lights	-	-	-	-	7,000	14,000
Total field operations	-	-	-	-	252,800	363,600
Total expenditures	104,540	26,877	77,663	104,540	354,340	468,890
Excess/(deficiency) of revenues over/(under) expenditures	-	(5,637)	5,637	-		55,081
Fund balance - beginning (unaudited)	-	-	(5,637)	-	-	-
Fund balance - ending (projected)	-	-	-	-	-	-
Reserves	-	(5,637)	-	-	-	55,081
Fund balance - ending	\$ -	\$ (5,637)	\$ -	\$ -	\$ -	\$ 55,081

Reserve Item	Estimated Cost	Estimated Life	Estimated Remaining Life	FY Reserve Amount
Perimter Wall	\$450,000.00	40	40	\$11,250.00
Pool	\$70,000.00	12	12	\$5,833.00
Cabana	\$200,000.00	20	20	\$10,000.00
Tot Lot #PH1	\$40,000.00	15	15	\$2,666.00
Tot Lot #PH2	\$40,000.00	15	15	\$2,666.00
Parking Lot - Private Road	\$80,000.00	15	15	\$5,333.00
Entry Monument Signs (4-8 signs)	\$60,000.00	15	15	\$4,000.00
Irrigation Well / Irrigation System	\$100,000.00	10	10	\$10,000.00
Covered Picnic Areas	\$3,333.00	15	15	\$3,333.00
TOTAL RESERVES	\$1,043,333.00			\$55,081.00

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	5,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,500
Telephone	200
Postage	500
Telephone and fax machine.	
Printing & binding	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	2,500
Letterhead, envelopes, copies, agenda packages	
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Insurance	5,500
Annual fee paid to the Florida Department of Economic Opportunity.	
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Meeting room rental	2,000
Website hosting & maintenance	705
Website ADA compliance	210
Total professional & administrative	105,290

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Field operations

Management & administration	
Contingency	5,000
O&M accounting services	4,500
Insurance: property	30,000
Management services	24,600
General administrative	2,000
Grounds/bldg maintenance	-
General maintenance	7,500
Irrigation repairs	9,000
Landscape contract	96,000
Mulch annual replenish- common areas minus amenity	26,000
Landscaping extra- replacement & annuals	10,000
Tree trimming	3,500
Pressure washing common areas	12,000
Holiday decorations	6,000
Walkway maintenance/repair	2,500
Covered picnic area maintenance/repair	2,000
Dog Park Maintenance and repair	2,000
Retaining wall maintenance/repair (off site)	2,000
Pet Stations common Areas	4,200
6' Masonry perimeter wall maintenance/repair	10,000
Tot Lots (2 locations)/maintenance/mulch/repairs	5,500
Recreational expenses - amenity	-
Pool maintenance contract	13,500
Pool/cabana janitorial contract/ trash removal	9,600
Pool equipment repairs/ furniture repairs	2,500
Pool/cabana/fence/gate general maintenance	3,500
Termite bond/pest control amenity	850
Parking lot maintenance & repair	2,000
Access control systems/cameras/service/maintenance	12,000
Pressure washing pool/amenity	2,000
Electric- amenity/amenity irrigation	5,000
Domestic water/sewer- amenity	6,000
Irrigation- amenity	3,600
Telephone/cable/internet - amenity	2,000
Pool permits/licenses	500
Amenity landscape maintenance	18,000
Amenity (pool/cabana) mulch	2,750
Utilities	-
Electric- common areas minus pool amenity	1,500
Electric- street lights	14,000
Total field operations	363,600
Total expenditures	<u><u>\$468,890</u></u>

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2025
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ 162,530	\$ 162,530	\$ 415,925
Total revenues	-	-	162,530	162,530	415,925
EXPENDITURES					
Debt service					
Principal	-	-	-	-	90,000
Interest	-	-	43,341	43,341	325,060
Cost of issuance	-	193,531	-	193,531	-
Underwriter's discount	-	123,000	-	123,000	-
Total expenditures	-	316,531	43,341	359,872	415,060
Excess/(deficiency) of revenues over/(under) expenditures	-	(316,531)	119,189	(197,342)	865
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	582,566	-	582,566	-
Original issue discount	-	(14,183)	-	(14,183)	-
Total other financing sources/(uses)	-	568,383	-	568,383	-
Net increase/(decrease) in fund balance	-	251,852	119,189	371,041	865
Fund balance:					
Beginning fund balance (unaudited)	-	(13,138)	238,714	(13,138)	357,903
Ending fund balance (projected)	\$ -	\$ 238,714	\$ 357,903	\$ 357,903	358,768
Use of fund balance:					
Debt service reserve account balance (required)					(207,963)
Interest expense - November 1, 2026					(160,595)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ (9,790)</u>

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/25			43,341.33	43,341.33	6,150,000.00
11/01/25			162,530.00	162,530.00	6,150,000.00
05/01/26	90,000.00	4.300%	162,530.00	252,530.00	6,060,000.00
11/01/26			160,595.00	160,595.00	6,060,000.00
05/01/27	95,000.00	4.300%	160,595.00	255,595.00	5,965,000.00
11/01/27			158,552.50	158,552.50	5,965,000.00
05/01/28	100,000.00	4.300%	158,552.50	258,552.50	5,865,000.00
11/01/28			156,402.50	156,402.50	5,865,000.00
05/01/29	105,000.00	4.300%	156,402.50	261,402.50	5,760,000.00
11/01/29			154,145.00	154,145.00	5,760,000.00
05/01/30	110,000.00	4.300%	154,145.00	264,145.00	5,650,000.00
11/01/30			151,780.00	151,780.00	5,650,000.00
05/01/31	110,000.00	4.300%	151,780.00	261,780.00	5,540,000.00
11/01/31			149,415.00	149,415.00	5,540,000.00
05/01/32	115,000.00	4.300%	149,415.00	264,415.00	5,425,000.00
11/01/32			146,942.50	146,942.50	5,425,000.00
05/01/33	125,000.00	5.300%	146,942.50	271,942.50	5,300,000.00
11/01/33			143,630.00	143,630.00	5,300,000.00
05/01/34	130,000.00	5.300%	143,630.00	273,630.00	5,170,000.00
11/01/34			140,185.00	140,185.00	5,170,000.00
05/01/35	135,000.00	5.300%	140,185.00	275,185.00	5,035,000.00
11/01/35			136,607.50	136,607.50	5,035,000.00
05/01/36	145,000.00	5.300%	136,607.50	281,607.50	4,890,000.00
11/01/36			132,765.00	132,765.00	4,890,000.00
05/01/37	150,000.00	5.300%	132,765.00	282,765.00	4,740,000.00
11/01/37			128,790.00	128,790.00	4,740,000.00
05/01/38	160,000.00	5.300%	128,790.00	288,790.00	4,580,000.00
11/01/38			124,550.00	124,550.00	4,580,000.00
05/01/39	170,000.00	5.300%	124,550.00	294,550.00	4,410,000.00
11/01/39			120,045.00	120,045.00	4,410,000.00
05/01/40	180,000.00	5.300%	120,045.00	300,045.00	4,230,000.00
11/01/40			115,275.00	115,275.00	4,230,000.00
05/01/41	190,000.00	5.300%	115,275.00	305,275.00	4,040,000.00
11/01/41			110,240.00	110,240.00	4,040,000.00
05/01/42	200,000.00	5.300%	110,240.00	310,240.00	3,840,000.00
11/01/42			104,940.00	104,940.00	3,840,000.00
05/01/43	210,000.00	5.300%	104,940.00	314,940.00	3,630,000.00
11/01/43			99,375.00	99,375.00	3,630,000.00
05/01/44	220,000.00	5.300%	99,375.00	319,375.00	3,410,000.00
11/01/44			93,545.00	93,545.00	3,410,000.00
05/01/45	230,000.00	5.300%	93,545.00	323,545.00	3,180,000.00
11/01/45			87,450.00	87,450.00	3,180,000.00
05/01/46	245,000.00	5.500%	87,450.00	332,450.00	2,935,000.00
11/01/46			80,712.50	80,712.50	2,935,000.00
05/01/47	260,000.00	5.500%	80,712.50	340,712.50	2,675,000.00
11/01/47			73,562.50	73,562.50	2,675,000.00
05/01/48	275,000.00	5.500%	73,562.50	348,562.50	2,400,000.00
11/01/48			66,000.00	66,000.00	2,400,000.00

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/49	290,000.00	5.500%	66,000.00	356,000.00	2,110,000.00
11/01/49			58,025.00	58,025.00	2,110,000.00
05/01/50	305,000.00	5.500%	58,025.00	363,025.00	1,805,000.00
11/01/50			49,637.50	49,637.50	1,805,000.00
05/01/51	325,000.00	5.500%	49,637.50	374,637.50	1,480,000.00
11/01/51			40,700.00	40,700.00	1,480,000.00
05/01/52	340,000.00	5.500%	40,700.00	380,700.00	1,140,000.00
11/01/52			31,350.00	31,350.00	1,140,000.00
05/01/53	360,000.00	5.500%	31,350.00	391,350.00	780,000.00
11/01/53			21,450.00	21,450.00	780,000.00
05/01/54	380,000.00	5.500%	21,450.00	401,450.00	400,000.00
11/01/54			11,000.00	11,000.00	400,000.00
05/01/55	400,000.00	5.500%	11,000.00	411,000.00	-
Total	6,150,000.00		6,420,395.00	12,570,395.00	

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Off-Roll Assessments

		FY 2026 O&M	FY 2026 DS	FY 2026 Total	FY 2025
		Assessment	Assessment	Assessment	Total
Product/Parcel	Units	per Unit	per Unit	per Unit	per Unit
SF 42'	107	\$ 1,114.26	\$ 1,280.13	\$ 2,394.39	n/a
SF 52'	129	1,392.83	1,396.51	2,789.33	n/a
SF 62'	47	1,671.39	1,512.88	3,184.27	n/a
SF 70'	17	1,880.31	1,629.25	3,509.56	n/a
Total	300				

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the District 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.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 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.
2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 23rd day of April, 2025.

ATTEST:

**CEDAR CROSSINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
TBD		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October __, 2025	Regular Meeting	__:__ AM/PM
November __, 2025	Regular Meeting	__:__ AM/PM
December __, 2025	Regular Meeting	__:__ AM/PM
January __, 2026	Regular Meeting	__:__ AM/PM
February __, 2026	Regular Meeting	__:__ AM/PM
March __, 2026	Regular Meeting	__:__ AM/PM
April __, 2026	Regular Meeting	__:__ AM/PM
May __, 2026	Regular Meeting	__:__ AM/PM
June __, 2026	Regular Meeting	__:__ AM/PM
July __, 2026	Regular Meeting	__:__ AM/PM
August __, 2026	Regular Meeting	__:__ AM/PM
September __, 2026	Regular Meeting	__:__ AM/PM

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the District 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.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

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

1. ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE. The Fiscal Year 2025/2025 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.

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

PASSED AND ADOPTED this 23rd day of April, 2025.

ATTEST:

**CEDAR CROSSINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT “A”

CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
TBD		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May __, 2025	Regular Meeting	__:__ AM/PM
June __, 2025	Regular Meeting	__:__ AM/PM
July __, 2025	Regular Meeting	__:__ AM/PM
August __, 2025	Regular Meeting	__:__ AM/PM
September __, 2025	Regular Meeting	__:__ AM/PM

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-04

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

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

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

WHEREAS, District records are available for public review and inspection at:

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

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

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

PASSED AND ADOPTED this 23rd day of April, 2025.

ATTEST:

**CEDAR CROSSINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, January 13, 2025 by and between the Cedar Crossings Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2025 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Cedar Crossings Community Development District.
3. The term of this Agreement shall commence on January 1, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Monday, September 15, 2025**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2025 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:


Special District Representative

Kristen Smit
Print name

District manager
Title

Date

Neil Combee
Polk County Property Appraiser
By:



Neil Combee, Property Appraiser

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Cedar Crossings Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at dtsmuni.com/about/terms, both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Cedar Crossings Community Development District

By: Stephen McCon
Print: Stephen McCon
Title: Chairman
Date: 2/28/2025

Disclosure Technology Services, LLC

By: [Signature]
Print: Michael Klurman
Title: Vice President
Date: 02/27/2025

Exhibit A – Fee Schedule

Annual License Fee:

1. \$3,500 at Bond Closing to be paid from issuance cost budget
2. Future Reporting Years, \$3500 per annum per series.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

PUBLIC RECORDS. DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, DTS shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, 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 the contract term and following the contract term if DTS does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in DTS'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 DTS, DTS 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.

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Wrathell Hunt & Associates, 2300 Glades Rd, Ste, 410W, Boca Raton, FL 33431

LIMITATIONS ON LIABILITY. Nothing in the 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 or law, 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.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has 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 has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS C

AGREEMENT FOR FIELD OPERATIONS MANAGEMENT SERVICES

THIS AGREEMENT FOR FIELD OPERATIONS MANAGEMENT SERVICES (the “**Agreement**”) is made and entered into to be effective as of the 1st day of March 2025, by and between:

CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Haines City, Florida, with a mailing address c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

EMPIRE MANAGEMENT GROUP, INC., a Florida corporation, with a mailing address of 801 N. Main Street, Kissimmee, Florida 34744 (the “**Manager**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, the Manager submitted a proposal and represents that it is qualified to provide the services identified in **Exhibit A**, attached hereto and incorporated by reference herein, in accordance with the terms of this Agreement (“**Services**”); and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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.

2. MANAGER'S OBLIGATION.

- A. *Specific Duties.*** The Manager shall perform the specific duties described at **Exhibit A** attached hereto and incorporated herein by reference which may be amended from time to time pursuant to the terms set forth herein.
- B. *General Duties.*** The Manager shall be responsible for the management and oversight of District vendors for the Improvements in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. Except as provided in Paragraph 8 of **Exhibit A** attached hereto, the Manager shall not have authority to execute contracts and/or change orders on behalf of the District but shall make recommendations for vendors and services to the District. The Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. The Manager shall report directly to the District Manager and the Board of Supervisors ("**Board**") of the District. The Manager shall attend Board meetings when requested by the District Manager or the Board.
- C. *Inspection.*** The Manager shall conduct two (2) inspections of all District Improvements and property per month and report any irregularities to the District Manager, or his/her designated representative, and shall correct any irregularities in accordance with the terms of this Agreement. Additional site visits may be subject to additional charges.
- D. *Investigation and Report of Accidents/Claims.*** The Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Improvements. Such report shall at a minimum include a description of any damage or destruction to District Improvements. The Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. The Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or his/her designee.
- E. *Compliance with Government Rules, Regulations, Requirements and Orders.*** The Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Improvements placed thereon by any governmental authority having jurisdiction. The Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, the Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of District Improvements.

- F. *Adherence to District Rules, Regulations and Policies.*** To the extent they apply to the Manager's performance herein, the Manager's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. The Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District. The Manager assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- G. *Care of the Property.*** The Manager shall use all due care to protect the property of the District, its residents and landowners from damage by the Manager, its employees or contractors. The Manager agrees to complete repair of any damage resulting from the Manager's activities within twenty-four (24) hours in instances affecting health, safety or welfare, and otherwise within five (5) calendar days.
- H. *Staffing.*** At all times during operation of the District facilities, Manager shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing of the Facilities. Manager shall not utilize employees hired by Manager to staff Amenity Facilities at other Manager properties without the express approval of the District, through its District Manager. Manager shall not use District employees, if any, District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Manager-related businesses. District employees shall not be utilized for the provision of the Services set forth herein.
- I.** Manager shall provide annual evaluations of all employees staffed at the District, including District employees that Manager oversees, at a minimum. Such evaluations shall be standardized and provided in accordance with best employment practices. Manager shall train employees with supervisory responsibilities, or cause such employees to be trained in human resources and employment best practices. This training at a minimum shall include such topics as performance management and terminations, corrective actions, social networking best practices and the do's and don'ts, harassment and discrimination, interviewing, and handling difficult employees/conflict resolution.
- J.** All purchases made by any of the positions paid for pursuant to the Agreement or this Addendum will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. The District will be responsible for all operating expenses pertaining to the day-to-day operation that will be reasonably necessary for a public purpose of the District. These will include, but not be limited to, the following: District telephone services, utilities, operating supplies, uniforms to the extent not provided for by Manager as set forth herein,

travel expenses for District employees consistent with the District's reimbursement policies, and other related expenses to District specific operations not a part of the responsibilities of Manager. No expenditure in excess of the amount budgeted for such may be made without prior Board approval except in the event of an emergency, in which case the Manager shall report such expenditure and the reason for the emergency expense to the District Manager as soon as possible, but in no event later than seventy-two (72) hours.

- K. Costs incurred by Manager due to emergencies or at the written direction of the District shall be reimbursed to Manager at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Manager. The Manager shall to the best of its ability, avoid paying directly for items and seeking reimbursements, as the District provides a credit card for expenditures and has several accounts open for purchases.
- L. Manager shall require all applicable registration forms and waivers to be executed by any Patrons of the District (as defined in the Policies Regarding District Amenity Facilities) prior to use of the Amenity Facilities.
- M. The Parties agree that the Amenity Facilities shall be operated and maintained for a public purpose, and that any monies generated from the operation of the Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Facilities consistent with the terms of this Agreement. The Manager shall operate in a way that maintains the District's tax-exempt status. The District agrees to pay any applicable ad valorem taxes, except that the Manager shall be responsible for payment of ad valorem taxes to the extent that the Facilities are made subject to ad valorem taxation as a result of the Manager's failure to abide by the terms of this Agreement or the Districts' rules or policies.

3. COMPENSATION.

- A. **Amount.** The District shall pay the Manager **One Thousand, Four Hundred Ninety Dollars (\$1,490)** per month for Fiscal Year 2025, beginning March 1, 2025 and ending September 30, 2025, as set forth in **Exhibit A** for the provision of field operations management services pursuant to the terms of this Agreement. For Fiscal Year 2026, beginning October 1, 2025 and ending September 30, 2026, the District shall pay the Manager **Two Thousand, Fifty Dollars (\$2,050)** per month, as set forth in **Exhibit A**. For Fiscal Year 2027, beginning October 1, 2026 and ending September 30, 2027, the District shall pay the Manager **Two Thousand, Four Hundred Seventy-Seven Dollars (\$2,477)** per month, as set forth in **Exhibit A**. Any increase in price or change in scope of Services must be approved in writing, executed by both Parties, prior to implementation of same; any change in price with such executed, written agreement shall be null and void.
- B. **Payments and Invoices.** All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida*

Statutes, and the District's adopted *Prompt Payment Policies and Procedures*. The invoice shall contain, at a minimum, the District's name, the Manager's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Services were provided, and the address or bank information to which payment is to be remitted. Manager shall provide, upon request, copies of employee timecards documenting the total hours worked and documentation of reimbursable expenses. Failure to do so upon request may result in delayed payment. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

- C. ***Additional Services.*** If the District should desire additional work or services, the Manager agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Manager shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- D. ***Conditions Precedent to Payment.*** The District may require, as a condition precedent to making any payment to the Manager, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Manager provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Manager, in a form satisfactory to the District, that any indebtedness of the Manager, as to services to the District, has been paid and that the Manager has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERM AND TERMINATION.**

- A. ***Term.*** This Agreement shall commence as of the date first written above and shall remain in effect through September 30, 2025, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew for additional one (1)-year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement or otherwise terminates this Agreement pursuant to its terms. Renewals are contingent upon satisfactory performance and subject to the availability of funds.
- B. ***Termination.*** The District and the Manager shall both have the right to terminate this Agreement upon sixty (60) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of

responsibilities between the Parties. Upon any termination of this Agreement, the Manager shall be entitled to payment for all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Manager.

5. INSURANCE.

- A. **Limits.** The Manager shall maintain throughout the term of this Agreement the following insurance:
- i. Workers’ Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability (including Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors’ operation, if any.)

<i>General Aggregate</i>	\$2,000,000
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
 - iii. Automobile Liability covering any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed

<i>Bodily Injury and Property Damage</i>	\$1,000,000 combined single limit
--	-----------------------------------
 - iv. Excess (Umbrella) Liability \$1,000,000
- B. **Requirements.** The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, “**Additional Insureds**”) shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District 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, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the Additional Insureds.
- C. **Failure to Obtain Insurance.** If the Manager fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Manager 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.

6. INDEMNIFICATION.

- A. ***Indemnification by the Manager.*** To the fullest extent permitted by law, and in addition to any other obligations of the Manager under this Agreement or otherwise, the Manager shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Indemnitees**"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Manager, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Manager's performance of, or failure to perform, the Manager's obligations pursuant to this Agreement or any Services or the Manager's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by the Manager in this Agreement or any Services.
- B. ***Obligations.*** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against the Manager. The provisions of this Section 6 are independent of, and will not be limited by, any insurance required to be obtained by the Manager pursuant to this Agreement or otherwise obtained by the Manager, and the provisions of this Section 6 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
- C. ***Subcontractors.*** The Manager shall ensure that all subcontracts related to the Services include this Section for the benefit of the Indemnitees.

7. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement 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 this Agreement 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.

8. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, the Manager and each of its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority

having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. The Manager shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. The Manager shall ensure that all of the Manager's employees, agents, subcontractors or anyone directly or indirectly employed by the Manager observe the Manager's rules and regulations of safety and conduct. The Manager shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. The Manager shall remedy all damage or loss to any property caused in whole or in part by the Manager, its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager, or by anyone for whose acts the Manager may be liable. The Manager shall indemnify District for all damage or losses it may incur or be exposed to because of the Manager or any of its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager's failure to comply with the provisions contained herein.

9. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

10. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that at all times the relationship of the Manager and its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Manager or any of its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager. The Parties acknowledge that the Manager is not an employee for state or federal tax purposes. The Manager shall hire and pay all of the Manager's employees, agents, subcontractors or anyone directly or indirectly employed by the Manager, all of whom shall be employees of the Manager and not employees of District and at all times entirely under the Manager's supervision, direction and control. Manager agrees that this Agreement expressly prohibits non-compete provisions. Should the District elect to suspend any department hereunder, or terminate the Agreement in whole or part, the District shall not be prohibited from directly or indirectly employing or contracting any individual employed by the Manager under this Agreement. Manager may prohibit its employees from soliciting work with other competitors or vendors that are not the District in its discretion.

11. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. ENTIRE AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of agreement between the Parties relating to the subject matter of this Agreement. 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 Parties.

13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

14. NOTICES. All notices, requests, consents, and other communications under this Agreement (“Notice” or “Notices”) shall be in writing and shall be delivered, mailed by Overnight Delivery or First-Class Mail, postage prepaid, to the Parties, as follows:

A. If to Manager:	Empire Management Group, Inc. 801 N. Main Street Kissimmee, Florida 34744 Attn: <u>JOSE Riestra</u>
B. If to the District:	Cedar Crossings CDD c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
With a copy to:	Kilinski Van Wyk PLLC 517 East College Avenue Tallahassee, Florida 32301 Attn: District Counsel

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 Manager may deliver Notice on behalf of the District and the Manager. 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.

15. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 corporation other than the Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

16. **SUCCESSORS; ASSIGNMENT.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

17. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Polk County, Florida.

18. **PUBLIC RECORDS.** The Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Manager 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 Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, 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 the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager'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 Manager, the Manager 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 Manager acknowledges that, pursuant to Section 287.058(c), *Florida Statutes*, the District may unilaterally cancel this Agreement if the Manager refuses to allow public access to all documents, papers, letters, or other material made or received by the Manager in conjunction with this Agreement, unless such records are exempt under Florida law. The Manager acknowledges that the designated Public Records Custodian for the District is **Wrathell, Hunt and Associates, LLC**.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

19. 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.

20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

21. 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.

22. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

23. E-VERIFY. The Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Manager has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

24. SCRUTINIZED COMPANIES. In accordance with Section 287.135, *Florida Statutes*, the Manager represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, the Manager shall immediately notify the District. If the Manager is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

25. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Manager 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 Manager agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if the Manager

refuses to sign said affidavit, the District may terminate this Agreement immediately.

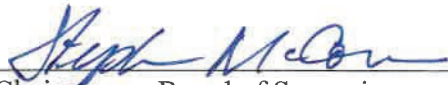
26. PUBLIC ENTITY CRIMES. The Manager represents that in entering into this Agreement, the Manager has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if the Manager is placed on the convicted vendor list, the Manager shall immediately notify the District whereupon this Agreement may be terminated by the District.

27. FOREIGN INFLUENCE. The Manager understands that under Section 286.101, *Florida Statutes*, that the Manager must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

[Signature Page Follows]

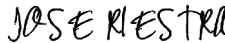
IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

**CEDAR CROSSINGS COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

EMPIRE MANAGEMENT GROUP, INC., a
Florida corporation

Signed by:


JOSE RIESTRA
By: _____
Its: _____ President

Exhibit A: Scope of Services

Exhibit A
Scope of Services

EXHIBIT A

Managerial Services

FY 2025 \$1,490.00 per month

FY 2026 \$2,050.00 per month

FY 2027 \$2,477.00 per month

1. Operate the Common Elements and other property owned by the ~~CDD~~ (the "Property") according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Agent to operate in accordance with the budget and governing documents.
2. Engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District Property in accordance with the District's policies and Rules of Procedures.
3. Solicit and negotiate bids for purchases of services and materials to the ~~District~~ at the direction of the Board.
4. Review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the Cedar Crossings Development District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of Assessments.
7. Perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the Property as well as assist the District in the enforcement of the provisions of the District's governing documents, the Rules and Regulations, and architectural guidelines.
8. Make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Agent is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.
9. Agent may charge the fee prescribed in Schedule A and B for attendance of any additional District Board meetings beyond 12 District Board meetings per fiscal year. Any meeting over 3 hours will be billed at \$75 per hour for the time over the three-hour limit. Lastly, any meeting requiring Agent participation that extends beyond 9pm will be billed at \$75 per hour. For example, if a meeting were to start at 7pm and close at 10pm, the time from 9 - 10pm will be billed at \$75 per hour.

**WESTFIELD®****COMMERCIAL PACKAGE POLICY
AMENDED
COMMON POLICY DECLARATIONS****32****COMPANY PROVIDING COVERAGE****WESTFIELD INSURANCE COMPANY****NAMED INSURED AND MAILING ADDRESS****AGENCY****09-09100****PROD.****PUD****EMPIRE MANAGEMENT GROUP, INC.;
SEE SCHEDULE OF NAMED INSURED
801 N MAIN ST
KISSIMMEE FL 34744****SIHLE INSURANCE GROUP, INC.
PO BOX 160398
ALTAMONTE SPRINGS FL 32716-0398
TELEPHONE 407-869-0962****Policy Number: CWP 7 749 848****01****WIC Account Number: 0900374615****M****Policy
Period****From 09/26/24
To 09/26/25****at 12:01 A.M. Standard Time at your
mailing address shown above.****** Effective 02/25/25 this Common Policy declarations amends all prior
** Common Policy declarations and endorses this policy as shown below.******
******Business: RESIDENTIAL PROPERTY MANAGER****Named Insured is: Corporation****In return for the payment of the premium, and subject to all terms of this
policy, we agree with you to provide the insurance as stated in this policy.****THE COVERAGE PARTS BELOW HAVE BEEN ENDORSED AS FOLLOWS:**

COMMERCIAL GENERAL LIAB. COVERAGE PART ENDORSEMENT	Additional \$	75.00
TERRORISM INSURANCE COVERAGE PART ENDORSEMENT	Additional \$	1.00

2023 FIGA Assessment	Additional \$	1.00
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Net Additional Premium	\$	77.00
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GENERAL LIABILITY COVERAGE PART ENDORSEMENT

1. ADDED ADDITIONAL INSURED
- ADDL INSD DESIGNATED PERSON OR ORG(CG2026)
CEDAR CROSSINGS COMMUNITY
SEE IL7032
2300 GLADES RD STE 410W
BACA RATON FL 33431

FORMS CHANGES

1. CHANGED FORM IL7032 01/05
2. CHANGED FORM CG9909 12/19

**** This endorsement changes your policy. Please
attach it to your original policy. ****

**WESTFIELD®****COMMERCIAL PACKAGE POLICY
AMENDED
COMMON POLICY DECLARATIONS
(Continued)****32****COMPANY PROVIDING COVERAGE****WESTFIELD INSURANCE COMPANY****NAMED INSURED AND MAILING ADDRESS****AGENCY****09-09100****PROD.****PUD****EMPIRE MANAGEMENT GROUP, INC.;
SEE SCHEDULE OF NAMED INSURED
801 N MAIN ST
KISSIMMEE FL 34744****SIHLE INSURANCE GROUP, INC.
PO BOX 160398
ALTAMONTE SPRINGS FL 32716-0398
TELEPHONE 407-869-0962****Policy Number: CWP 7 749 848****|01|****WIC Account Number: 0900374615****| M****Policy
Period****From
To****09/26/24
09/26/25****at 12:01 A.M. Standard Time at your
mailing address shown above.****** Effective 02/25/25 this Common Policy declarations amends all prior
** Common Policy declarations and endorses this policy as shown below.******
******Forms and Endorsements applicable to all coverage parts:****IL0019 0488 , IL0017 1198 , ID7004 0411 , IL0003 0908 .****COUNTERSIGNED: _____ BY _____
Date Authorized Representative**

**WESTFIELD®****COMMERCIAL PACKAGE POLICY
AMENDED
COMMON POLICY DECLARATIONS
(Continued)****32****COMPANY PROVIDING COVERAGE****WESTFIELD INSURANCE COMPANY****NAMED INSURED AND MAILING ADDRESS****AGENCY****09-09100****PROD.****PUD****EMPIRE MANAGEMENT GROUP, INC.;
SEE SCHEDULE OF NAMED INSURED
801 N MAIN ST
KISSIMMEE FL 34744****SIHLE INSURANCE GROUP, INC.
PO BOX 160398
ALTAMONTE SPRINGS FL 32716-0398
TELEPHONE 407-869-0962****Policy Number: CWP 7 749 848****|01|****WIC Account Number: 0900374615****| M****Policy
Period****From
To****09/26/24
09/26/25****at 12:01 A.M. Standard Time at your
mailing address shown above.****** Effective 02/25/25 this Common Policy declarations amends all prior
** Common Policy declarations and endorses this policy as shown below.******
******** SCHEDULE OF NAMED INSURED ******EMPIRE MANAGEMENT GROUP, INC.;
FERDINANDSEN ENTERPRISES INC
DBA WORLD OF HOMES AND
PINNACLE PROPERTY MANAGEMENT
LLC; ALL ABOUT MANAGEMENT INC
801 N MAIN ST
KISSIMMEE FL 34744**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYEES / ADDITIONAL INSURED / MORTGAGEES

The complete loss payee / additional insured / mortgagee read as follows:

COMPLETE NAME OF ADDITIONAL INSURED IS AS FOLLOWS:

##

CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT

C/O WRATHELL, HUNT & ASSOCIATES, LLC

2300 GLADES ROAD, SUITE 410W

BOCA RATON, FL 33431

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PREMIUM AUDIT NONCOMPLIANCE CHARGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK LIABILITY COVERAGE PART

SCHEDULE

Total Advance Premium:	\$ 18,323.00
Audit Noncompliance Charge Factor:	Up to 2 times the Total Advance Premium 1.00
Number Of Written Attempts to Obtain Audit Information:	2
Reassessment Charge:	\$0
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Paragraph **5.c.** of the **Premium Audit** Condition under **Section IV - Conditions** is replaced by the following:

- c.** The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. If the first Named Insured fails to comply with this request at the close of an audit period, an Audit Noncompliance Charge will be assessed, and notice will be sent to the first Named Insured.

The additional charge will be determined by multiplying the Total Advance Premium by the Audit Noncompliance Charge Factor indicated in the Schedule of this endorsement. (The following example is for illustration purposes only.)

Example:

Total Advance Premium: \$25,000
 Audit Noncompliance Charge Factor: 1
 Audit Noncompliance Charge: \$25,000

- (1)** We will only assess the Audit Noncompliance Charge:
- (a)** For audits conducted after the end of the policy period; and
 - (b)** When we have made the number of written attempts indicated in the Schedule of this endorsement to obtain audit information from the first Named Insured.

The due date for the Audit Noncompliance Charge is the date shown as the due date on the bill.

(2) Subsequent Compliance And Reassessment Charge

- (a)** The first Named Insured may notify us in writing, prior to the due date on the bill for the Audit Noncompliance Charge, that the Named Insured agrees to comply with the audit request.
- (b)** A Reassessment Charge may apply if this charge is indicated in the Schedule.
- (c)** The first Named Insured must comply with the audit within 30 days of our receipt of the written notification described in Paragraph **(2)(a)** above, and then the Audit Noncompliance Charge will no longer apply. If a Reassessment Charge is indicated in the Schedule of this endorsement, that charge will remain applicable.
- (d)** If the first Named Insured fails to comply with the premium audit after 30 days of our receipt of the notification described in Paragraph **(2)(a)** above, a subsequent notice will be sent to the first Named Insured indicating that the Audit Noncompliance Charge and the Reassessment Charge (if applicable) will be final. The due date for the Audit Noncompliance Charge and the Reassessment Charge is the date shown as the due date on the bill.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, JOSE Riestra, as President, on behalf of Empire Management Group, Inc., a Florida corporation (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.

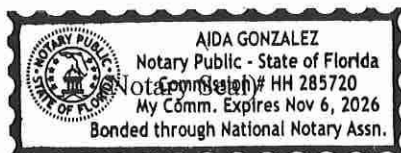
FURTHER AFFIANT SAYETH NAUGHT.

Empire Management Group, Inc.

By: JOSE Riestra
Name: JOSE Riestra
Title: President
Date: 3/12/2025

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☒ remote notarization by JOSE Riestra, as President, of Empire Management Group, Inc., who is ☒ personally known to me or ☐ who produced _____ as identification this 12th day of March, 2025.



[Signature]
Notary Public

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS D

March 12th, 2025

Cedar Crossings Community Development District
c/o Wrathell, Hunt & Associates, LLC, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Cedar Crossings Community Development District
Acquisition of the Cedar Crossings Community Development District Improvements

Dear Ms. Suit:

KB Home Orlando LLC (the "Developer") has completed and wishes to sell to the District certain improvements, which improvements are more particularly set forth in the Engineer's Report (defined below) (the "Improvements"). The Developer wishes to convey the Improvements, as addressed in the *Engineer's Report*, dated January 2025, as amended and supplemented from time to time (the "Engineer's Report"), along with all related Work Product and Real Property, to the District in exchange for any amounts currently on hand in the District's Series 2025 Acquisition and Construction Account. The estimated value of the Improvements and Work Product is \$7,037,004.85. At the appropriate time, please have the funds made payable to KB Home Orlando LLC.

Sincerely,

KB Home Orlando LLC

cc: Jennifer Kilinski, District Counsel
Alejandro Sorondo, P.E., MBA, District Engineer

Acknowledged and Agreed to by:

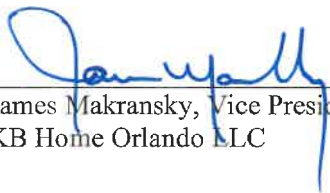

James Makransky, Vice President of Finance
KB Home Orlando LLC

Exhibit A
Identification of Improvements

KB Home Orlando LLC constructed and/or caused to be completed in and for the Cedar Crossings Community Development District, the following improvements all located on portions of the real property described as Cedar Crossings Phase 1A.

All Improvements are as contemplated by the Engineer's Report, and along with all Work Product related to said Improvements, are as more generally identified in the chart below:

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Blue Ox Enterprises, LLC		Offsite Improvements (Utility Extensions, Roadway, and Storm Sewer)	\$2,532,037.89
Blue Ox Enterprises, LLC		Roadway Improvements	\$1,660,118.68
Blue Ox Enterprises, LLC		Stormwater Management System	\$899,809.91
Blue Ox Enterprises, LLC		Water, Wastewater and Reclaim Utilities	\$1,908,374.37
WORK PRODUCT:			
Provider	Contract Date	Description	Amount
Poulos & Bennett, LLC (work product related to permitting, design services and engineering plans for Project)	2/16/2024	Construction Administration Services during construction	\$36,664
<i>Paid in full as of this acquisition and completed.</i>			

Amount Requested for the above listed Improvements:

Offsite Improvements (Utility Extensions, Roadway, and Storm Sewer): \$2,532,037.89

Roadway Improvements: \$1,660,118.68

Stormwater Management System: \$899,809.91

Water, Wastewater and Reclaim Utilities: \$1,908,374.37

Work Product: \$36,664

Total: \$7,037,004.85

(Remainder of the funds may be reimbursable through reserve release condition funds, future bond issuance or shall be considered a contribution of infrastructure, consistent with the *Acquisition Agreement*.)

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA

COUNTY OF Orlando

I, James Makransky, as Vice President of Finance of KB Home Orlando LLC, a Delaware limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

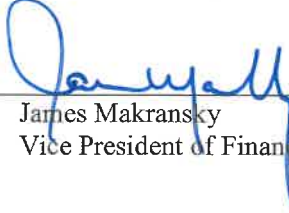
1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is James Makransky, and I am Vice President of Finance of KB Home Orlando LLC ("Developer"). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Cedar Crossings Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("District").
4. The *Engineer's Report*, dated January 2025, as amended and supplemented from time to time (the "Engineer's Report") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes* ("Improvements").
5. Pursuant to contracts in place between Developer and certain contractors, engineers and construction related professionals, as more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop the Improvements that are included and described in the Engineer's Report. The attached **Exhibit A** accurately identifies the completed Improvements and states, at least in part, the amounts that Developer has spent on the completed improvements. No money is owed to any contractors or subcontractors for any work performed on the completed Improvements.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements that Developer has developed consistent with the Engineer's Report.

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.

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Executed this 12th day of March 2025.

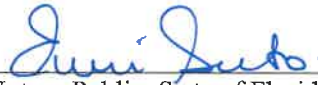
KB HOME ORLANDO LLC,
a Delaware limited liability company


By: James Makransky
Its: Vice President of Finance

STATE OF FLORIDA
COUNTY OF Orlando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of March 2025, by James Makransky, as Vice President of Finance of KB Home Orlando LLC, on its behalf. He [x] is personally known to me or produced as identification.




Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

Exhibit A
Identification of Improvements

KB Home Orlando LLC constructed and/or caused to be completed in and for the Cedar Crossings Community Development District, the following improvements all located on portions of the real property described as Cedar Crossings Phase 1A.

All Improvements are as contemplated by the Engineer's Report, and along with all Work Product related to said Improvements, are as more generally identified in the chart below:

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Blue Ox Enterprises, LLC		Offsite Improvements (Utility Extensions, Roadway, and Storm Sewer)	\$2,532,037.89
Blue Ox Enterprises, LLC		Roadway Improvements	\$1,660,118.68
Blue Ox Enterprises, LLC		Stormwater Management System	\$899,809.91
Blue Ox Enterprises, LLC		Water, Wastewater and Reclaim Utilities	\$1,908,374.37
WORK PRODUCT:			
Provider	Contract Date	Description	Amount
Poulos & Bennett, LLC (work product related to permitting, design services and engineering plans for Project)	2/16/2024	Construction Administration Services during construction	\$36,664
<i>Paid in full as of this acquisition and completed.</i>			

Amount Requested for the above listed Improvements:

Offsite Improvements (Utility Extensions, Roadway, and Storm Sewer): \$2,532,037.89

Roadway Improvements: \$1,660,118.68

Stormwater Management System: \$899,809.91

Water, Wastewater and Reclaim Utilities: \$1,908,374.37

Work Product: \$36,664

Total: \$7,037,004.85

(Remainder of the funds may be reimbursable through reserve release condition funds, future bond issuance or shall be considered a contribution of infrastructure, consistent with the *Acquisition Agreement*.)

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 17th day of March 2025, by **BLUE OX ENTERPRISES, LLC**, a Florida limited liability company whose address is 500 North Way, Sanford, Florida 32773 ("Contractor"), in favor of the **CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT** ("District"), which is a local unit of special-purpose government situated in the City of Haines City, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the "Improvements") for KB Home Orlando LLC, developer of lands within the District (the "Developer"). A copy of the contract(s) for the construction of said Improvements is attached as **Composite Exhibit A** ("Construction Contract"). The Improvements constructed and acquired are more generally described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

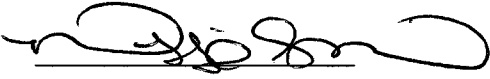
SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been compensated in an amount at least equal to \$7,000,340.85 for its services and work related to completion of the Improvements identified in **Exhibit B**, including all payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a partial waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B** up to the amounts set forth in this paragraph.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

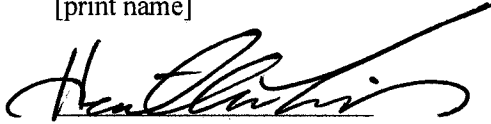
[signature page follows]

ATTEST



Melissa Smith

[print name]



Heather Frederick

[print name]

BLUE OX ENTERPRISES, LLC



By: Matthew Lemberich

Its: CFO

EXHIBIT A
Contracts for Construction

EXHIBIT B
Identification of Improvements

KB Home Orlando LLC constructed and/or caused to be completed in and for the Cedar Crossings Community Development District, the following improvements all located on portions of the real property described as Cedar Crossings Phase 1A.

All Improvements are as contemplated by the Engineer's Report, and along with all Work Product related to said Improvements, are as more generally identified in the chart below:

Cedar Crossings CDD Improvements		
Cedar Crossings Polk County Parcel Identification Number:		
Payee – Blue Ox Enterprises, LLC	Estimated Value \$7,000,340.85	Remarks
Improvement Description		
Offsite Improvements (Utility Extensions, Roadway, and Storm Sewer) Roadway Improvements Stormwater Management System Water, Wastewater and Reclaim Utilities	See attached agreement, change orders and pay applications	

**WARRANTY, ASSIGNMENT OF RIGHTS AND RELEASE OF RESTRICTIONS
ON THE CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT'S
RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS
AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN
CONNECTION WITH THE AGREEMENT FOR PROFESSIONAL SERVICES**

THIS WARRANTY, ASSIGNMENT AND RELEASE is made the 13th day of March 2025, by **POULOS & BENNETT, LLC**, a Florida limited liability company, whose address is 2602 East Livingston Street, Orlando, Florida 32803 ("Professional"), in favor of the **CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT** ("District"), which is a local unit of special-purpose government situated in the City of Haines City, Florida, and having offices located at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by the District, the receipt and sufficiency of which are hereby acknowledged by the Professional.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction and/or installation of certain infrastructure improvements for KB Home Orlando LLC, developer of lands within the District (the "Developer") for delivery of Phases 1 and 2 in the District ("Work Product").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the District anticipates it will acquire the Work Product from Developer, and thereby secure unrestricted rights to use and rely upon the same for any and all purposes, including the purposes for which it was intended.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for any and all purposes, including the purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

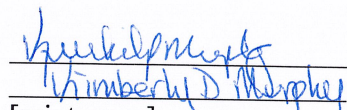
SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product identified is free of all claims, security agreement, encumbrances or liens.

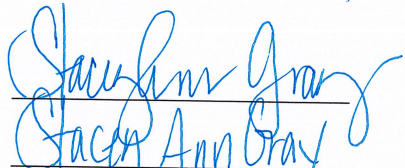
SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional hereby further acknowledges it has been paid at least \$36,664 for the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product related to Phases 1 and 2 and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty, Assignment and Release shall take effect upon execution.

[signatures on following page]

ATTEST


[print name]


[print name]

POULOS & BENNETT, LLC,
a Florida limited liability company


By: Alejandro Sorondo, P.E., MBA
Its: Development Services Team Lead

EXHIBIT A

Poulos & Bennett, LLC (work product related to permitting, design services and engineering plans for the Project)	2/16/2024	Construction Administration Services	\$36,664
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BILL OF SALE AND LIMITED ASSIGNMENT
PHASE 1 IMPROVEMENTS AND WORK PRODUCT

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 12th day of March 2025, by and between **KB HOME ORLANDO LLC**, a Delaware limited liability company, whose address for purposes hereof is 9102 Southpark Center Loop Suite 100, Orlando, Florida 32819 (“**Grantor**”), and for good and valuable consideration, to it paid by the **CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms “Grantor(s)” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the following improvements, work product, and other interests (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a) **Improvements** – All of the right, title, warranty, interest and benefit in the improvements set forth in attached **Exhibit A** (together, “Improvements”); and
- b) **Work Product** - All of the right, title, interest, and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-mentioned improvements (together, “**Work Product**”); and
- c) **Additional Rights** - All of the right, title, interest, and benefit of each of the Grantors, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements and creation of the Work Product.

2. Grantor hereby covenants that, as it relates to Property and interests owned by Grantor: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) Grantor will warrant and defend the sale of the Property hereby made unto Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an “as is” basis. Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to Grantee any and all rights against any and all firms

or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

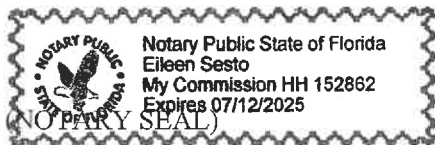
KB HOME ORLANDO LLC,
a Delaware limited liability company



Name: James Makransky
Title: Vice President of Finance

STATE OF FLORIDA _____
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12th day of March 2025, by James Makransky as Vice President of Finance of KB Home Orlando LLC, a Delaware limited liability company, and with authority to execute the foregoing on behalf of the entity identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.





NOTARY PUBLIC, STATE OF _____
Name: Eileen Sesto
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

Identification of Improvements

Stormwater Management System:

All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, now a part of the property constructed in and for the District, all located on portions of the real property located within the Phase 1A roadways, stormwater and offsite improvement tracts, as well as the stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, now a part of the property constructed in and for the District located within Tract SW-1 (Stormwater), Tract A (Landscape Buffer), Tract B (Clubhouse/Amenities), Tract C (Open Space), Tract D (Roadway), Tract LS-1 (Lift Station), as depicted on the Plat of Cedar Crossings Phase 1, recorded in Plat Book 212 at Page 3, et seq., of the Official Records of Polk County, Florida, all in accordance with the approved construction plans.

Water, Wastewater and Reclaim Utilities:

All water, wastewater, and reclaim systems, lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities and equipment, now a part of the property constructed in and for the District, all located on portions of the real property located within the Phase 1A improvement tracts, located within Tract SW-1 (Stormwater), Tract A (Landscape Buffer), Tract B (Clubhouse/Amenities), Tract C (Open Space), Tract D (Roadway), Tract LS-1 (Lift Station), as depicted on the Plat of Cedar Crossings Phase 1, recorded in Plat Book 212 at Page 3, et seq., of the Official Records of Polk County, Florida, all in accordance with the approved construction plans.

Roadways:

All roadways, including earthwork, roadbed, surfacing, curb, and drainage systems, as well as pavers, walkways, sidewalks, and related improvements, now a part of the property (but not including any gates or gate-operating mechanisms and related components), now a part of the property constructed in and for the District, all located on portions of the real property located within the Phase 1A roadway improvement tracts, as well as the roadways, including earthwork, roadbed, surfacing, curb, and drainage systems, as well as pavers, walkways, sidewalks, and related improvements, now a part of the property (but not including any gates or gate-operating mechanisms and related components), now a part of the property constructed in and for the District on the real property known as Tract D (Roadway), as depicted on the Plat of Cedar Crossings Phase 1, recorded in Plat Book 212 at Page 3, et seq., of the Official Records of Polk County, all in accordance with the approved construction plans.

**POULOS & BENNETT, LLC CERTIFICATION TO
CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT REGARDING
CAPITAL IMPROVEMENT PROJECT IMPROVEMENTS**

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned, personally appeared Alejandro Sorondo, P.E. of Poulos & Bennett LLC, who, after being first duly sworn, deposes and says:

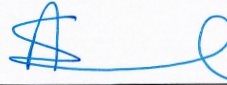
I, Alejandro Sorondo, am a Professional Engineer registered in the State of Florida. I have reviewed certain documentation, including, but not limited to, permitted plans and specifications, as-builts and applicable permits, and have inspected the Improvements (hereinafter defined). I, or my authorized agent, have conducted on-site observations of certain of the Cedar Crossings Community Development District improvements (the “Improvements”), as more particularly set forth in **Exhibit A**.

I hereby certify to the Cedar Crossings Community Development District (the “District”) the below listed matters:

- 1) The Improvements have been completed in substantial compliance with the applicable permit requirements and in substantial accordance with the permitted plans and specifications.
- 2) The Improvements are free from obstruction and are functional for their intended purpose.
- 3) The Improvements, construction materials, and procedures are consistent with the special purpose of the District and are designed to function for the intended use. The Improvements have been constructed in compliance with all plans, specifications, permits and related drawings and all required permits, plans and warranties have been transferred to the District.
- 4) In my opinion, the acquisition amount of \$7,037,004.85 (1) relates directly to the construction of those certain improvements described in the *Engineer’s Report*, dated January 2025, as amended and supplemented from time to time (the “Engineer’s Report”) (collectively, the “Engineer’s Report”), (2) specifically benefits property within the boundaries of the District as described in the Engineer’s Report, and (3) is fair and reasonable. Further, in my opinion, this amount does not exceed the value of the Improvements as installed.
- 5) With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and the Work Product.

[continued on following page]

FURTHER AFFIANT SAYETH NOT.



Alejandro Sorondo, P.E., MBA

Poulos & Bennett, LLC

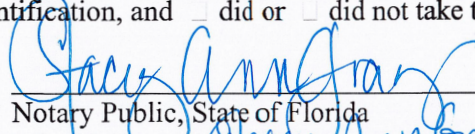
Florida Registration No. 62954

District Engineer

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this 13 day of March 2025, by Alejandro Sorondo, P.E., MBA of Poulos & Bennett, LLC 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

Print Name: Stacey Ann Gray

Commission No.: HH 246272

My Commission Expires: 03/28/2026

Exhibit A
Identification of Improvements

KB Home Orlando LLC constructed and/or caused to be completed in and for the Cedar Crossings Community Development District, the following improvements all located on portions of the real property described as Cedar Crossings.

All Improvements are as contemplated by the Engineer's Report, and along with all Work Product related to said Improvements, are as more generally identified in the chart below:

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Blue Ox Enterprises, LLC		Offsite Improvements (Utility Extensions, Roadway, and Storm Sewer)	\$2,532,037.89
Blue Ox Enterprises, LLC		Roadway Improvements	\$1,660,118.68
Blue Ox Enterprises, LLC		Stormwater Management System	\$899,809.91
Blue Ox Enterprises, LLC		Water, Wastewater and Reclaim Utilities	\$1,908,374.37
WORK PRODUCT:			
Provider	Contract Date	Description	Amount
Poulos & Bennett, LLC (work product related to permitting, design services and engineering plans for Project) <i>Paid in full as of this acquisition and completed.</i>	2/16/2024	Construction Administration Services during construction	\$36,664

Amount Requested for the above listed Improvements:

Offsite Improvements (Utility Extensions, Roadway, and Storm Sewer): \$2,532,037.89

Roadway Improvements: \$1,660,118.68

Stormwater Management System: \$899,809.91

Water, Wastewater and Reclaim Utilities: \$1,908,374.37

Work Product: \$36,664

Total: \$7,037,004.85

(Remainder of the funds may be reimbursable through reserve release condition funds, future bond issuance or shall be considered a contribution of infrastructure, consistent with the *Acquisition Agreement*.)

CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2025
(SERIES 2025 PROJECT)
(Acquisition and Construction)

The undersigned, a Responsible Officer of the Cedar Crossings Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of March 1, 2025 as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2025 (collectively, the "Series 2025 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2025 Indenture):

- (A) Requisition Number: 1
- (B) Identify Acquisition Agreement, if applicable;

Acquisition Agreement Cedar Crossings Community Development District (2025 Project)
- (C) Name of payee pursuant to Acquisition Agreement: KB Home Orlando LLC
- (D) Amount Payable: \$5,567,433.37 (total value of improvements and work product: \$7,037,004.85)
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Acquisition of Cedar Crossings Phase 1A
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District and have not previously been paid,
- 2. each disbursement set forth above is a proper charge against the

Series 2025 Acquisition and Construction Account of the Acquisition and Construction Fund; and

3. each disbursement set forth above was incurred in connection with:

the Costs of the Series 2025 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

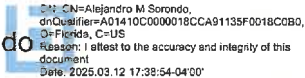
Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**CEDAR CROSSINGS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer
Date: 3/14/25

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement from the Series 2025 Acquisition and Construction Account is for a Cost of the Series 2025 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2025 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2025 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2025 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Alejandro M Sorondo

Consulting Engineer

Date: _____

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 16,092	\$ -	\$ -	\$ 16,092
Investments				
Reserve	-	207,962	-	207,962
Construction	-	-	5,567,433	5,567,433
Cost of issuance	-	5,925	-	5,925
Interest	-	43,341	-	43,341
Due from Landowner	5,557	-	243	5,800
Due from general fund	-	543	-	543
Total assets	<u>21,649</u>	<u>257,771</u>	<u>5,567,676</u>	<u>5,847,096</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 7,686	\$ 543	\$ 243	\$ 8,472
Due to Landowner	-	18,514	243	18,757
Due to debt service fund	543	-	-	543
Landowner advance	13,500	-	-	13,500
Total liabilities	<u>21,729</u>	<u>19,057</u>	<u>486</u>	<u>41,272</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>5,557</u>	<u>-</u>	<u>-</u>	<u>5,557</u>
Total deferred inflows of resources	<u>5,557</u>	<u>-</u>	<u>-</u>	<u>5,557</u>
Fund balances:				
Restricted for:				
Debt service	-	238,714	-	238,714
Capital projects	-	-	5,567,190	5,567,190
Unassigned	<u>(5,637)</u>	<u>-</u>	<u>-</u>	<u>(5,637)</u>
Total fund balances	<u>(5,637)</u>	<u>238,714</u>	<u>5,567,190</u>	<u>5,800,267</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 21,649</u>	<u>\$ 257,771</u>	<u>\$ 5,567,676</u>	<u>\$ 5,847,096</u>

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 4,980	\$ 21,240	\$ 104,540	20%
Total revenues	<u>4,980</u>	<u>21,240</u>	<u>104,540</u>	20%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	14,000	48,000	29%
Legal	725	5,840	25,000	23%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	167	167	2,000	8%
Trustee*	-	-	5,500	0%
Telephone	16	100	200	50%
Postage	221	265	500	53%
Printing & binding	42	250	500	50%
Legal advertising	-	-	7,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	80	775	750	103%
Meeting room rental	305	305	-	N/A
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>5,556</u>	<u>26,877</u>	<u>104,540</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	(576)	(5,637)	-	
Fund balances - beginning	(5,061)	-	-	
Fund balances - ending	<u>\$ (5,637)</u>	<u>\$ (5,637)</u>	<u>\$ -</u>	

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date
REVENUES		
Total revenues	-	-
EXPENDITURES		
Cost of issuance	188,155	193,531
Total expenditures	188,155	193,531
Other fees and charges		
Underwriter's discount	123,000	123,000
Total other fees and charges	123,000	123,000
Total expenditures	311,155	316,531
Excess/(deficiency) of revenues over/(under) expenditures	(311,155)	(316,531)
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	582,566	582,566
Original issue discount	(14,183)	(14,183)
Total other financing sources/(uses)	568,383	568,383
Fund balance - beginning	(18,514)	(13,138)
Fund balance - ending	\$ 238,714	\$ 238,714

**CEDAR CROSSINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Total revenues	-	-
EXPENDITURES		
Construction costs - Developer	-	243
Total expenditures	-	243
Excess/(deficiency) of revenues over/(under) expenditures	-	(243)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	5,567,433	5,567,433
Total other financing sources/(uses)	5,567,433	5,567,433
Fund balances - beginning	(243)	-
Fund balances - ending	<u>\$ 5,567,190</u>	<u>\$ 5,567,190</u>

CEDAR CROSSINGS

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
CEDAR CROSSINGS COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Cedar Crossings Community Development District held a Special Meeting on January 15, 2025 at 1:00 p.m., at the Oakland Neighborhood Center, 915 Ave. E, Haines City, Florida 33844.

Present:

Steve McConn	Chair
Jeff Myers	Assistant Secretary
Sammy Chakhachiro	Assistant Secretary

Also present:

Kristen Suit	District Manager
Grace Rinaldi	District Counsel
Alex Sorondo (via telephone)	District Engineer
George Smith (via telephone)	Bond Counsel
Steve White	KB Home

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 1:00 p.m.

Supervisors McConn, Myers and Chakhachiro were present. Supervisors Dare and Reid were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

- **Consider Resignation of Aaron Reid from Seat 3, Consider Appointment to Fill Unexpired Term of Seat 3 & Administration of Oath of Office to Newly Appointed Supervisor**

This item was an addition to the agenda.

Ms. Suit presented Mr. Aaron Reid's resignation from Seat 3.

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the resignation of Mr. Aaron Reid from Seat 3, was accepted.

Mr. McConn nominated Mr. Steve White to fill Seat 3. No other nominations were made.

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the appointment of Mr. Steve White to fill Seat 3, in the position of Assistant Secretary, was approved.

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Steve White.

THIRD ORDER OF BUSINESS

Presentation of Engineer's Report dated June 13, 2024

Mr. Sorondo summarized the Engineer's Report dated June 13, 2024. He noted the following:

- The CDD consists of +79.05 acres.
- 298 units are anticipated comprised of various product types.
- The Capital Improvement Plan (CIP) improvements include roadways; stormwater management system; water, wastewater and reclaim utilities; hardscape, landscape, and irrigation; streetlights/undergrounding of electrical utility lines; recreational amenities; environmental conservation/mitigation; professional services; and some off-site improvements.
- The permits were issued and construction commenced.
- The total estimated cost of the improvements is \$17,573,375.

FOURTH ORDER OF BUSINESS

Presentation of Supplemental Special Assessment Methodology Report

Ms. Suit stated that this is the First Supplemental Special Assessment Methodology Report. She presented the Methodology Report and noted the following:

➤ The CDD consists of +79.05 acres.

➤ The total estimated cost of the improvements is \$17,573,375.

➤ The District intends to issue Special Assessment Bonds in the estimated principal amount of \$6,150,000 to fund an estimated \$5,536,736.95 in project costs; the balance of the costs are anticipated to be contributed by the Developer.

Ms. Suit reviewed Table 1 through 6, detailing the 2025 Project Development Plan; Project Costs; Preliminary Sources and Uses of Funds; Benefit Allocation; Cost Allocation; and Assessment Apportionment.

It was noted that the Methodology Report and the associated Tables list a total of 300 units; however, the Engineer's Report specifies 298 units. Ms. Rinaldi stated that there are 45 62' lots, not 47.

The Methodology Report will be updated throughout, as necessary, to reflect 45 62' lots and a total of 298 total units.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Authorizing the Issuance of its Cedar Crossings Community Development District Special Assessment Bonds, Series 2025 (the "Series 2025 Bonds"); Determining Certain Details of the Series 2025 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2025 Bonds and Its Use by the Underwriter in Connection with the Offering for Sale of

the Series 2025 Bonds; Approving the Execution and Delivery of A Final Limited Offering Memorandum Relating To the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2025 Bonds; Making Certain Declarations; Providing an Effective Date and for Other Purposes

Mr. Smith presented Resolution 2025-01, which accomplishes the following:

- Approves the forms of several documents necessary for the issuance of the bonds, including the First Supplemental Trust Indenture, Bond Purchase Contract, Preliminary Limited Offering Memorandum, 15c2-12 Certificate, Final Limited Offering Memorandum, and form of Continuing Disclosure Agreement.
- Sets forth the terms of the Bond Purchase Contract, enabling the CDD to execute the contract provided the bonds do not exceed \$8,000,000.

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, Resolution 2025-01, Authorizing the Issuance of its Cedar Crossings Community Development District Special Assessment Bonds, Series 2025 (the "Series 2025 Bonds"); Determining Certain Details of the Series 2025 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Series 2025 Bonds and Awarding the Series 2025 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2025 Bonds and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2025 Bonds; Approving the Execution and Delivery of A Final Limited Offering Memorandum Relating To the Series 2025 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2025 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed

Necessary in Connection with the Issuance, Sale and Delivery of the Series 2025 Bonds; Making Certain Declarations; Providing an Effective Date and for Other Purposes, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2025 (the "Series 2025 Bonds"); Making Certain Additional Findings and Adopting and Confirming an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Series 2025 Bonds; Addressing the Allocation And Collection of the Assessments Securing the Series 2025 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability And an Effective Date [Supplemental Assessment Resolution with Delegation of Authority Series 2025 Bonds]

Ms. Suit presented Resolution 2025-02 and read the title.

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, Resolution 2025-02, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2025 (the "Series 2025 Bonds"); Making Certain Additional Findings and Adopting and Confirming an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Series 2025 Bonds; Addressing the Allocation And Collection of the Assessments Securing the Series 2025 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability And an Effective Date [Supplemental Assessment Resolution with Delegation of Authority Series 2025 Bonds], was adopted.

SEVENTH ORDER OF BUSINESS**Consideration of Forms of Ancillary
Financing Documents**

Ms. Rinaldi presented the following:

- A. Acquisition Agreement**
- B. Collateral Agreement**
- C. Completion Agreement**
- D. Declaration of Consent**
- E. Notice of Series 2025 Special Assessments**
- F. True Up Agreement**

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the Acquisition Agreement, Collateral Agreement, Completion Agreement, Declaration of Consent, Notice of Series 2025 Special Assessments and True Up Agreement, were approved.

EIGHTH ORDER OF BUSINESS**Consideration of Polk County Tax Collector
Uniform Collection Agreement**

Ms. Suit presented the Polk County Tax Collector Uniform Collection Agreement.

On MOTION by Mr. McConn and seconded by Mr. White, with all in favor, the Polk County Tax Collector Uniform Collection Agreement, was approved.

NINTH ORDER OF BUSINESS**Consideration of Resolution 2025-03,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2024/2025 and Providing for an Effective
Date**

This item was deferred.

226 TENTH ORDER OF BUSINESS

227 Consideration of Resolution 2025-04,
228 Designating the Location of the Local
229 District Records Office and Providing an
230 Effective Date

231 This item was deferred.

232

233 ELEVENTH ORDER OF BUSINESS

234 Consideration of Resolution 2025-05,
235 Authorizing the Publication of Legal
236 Advertisements and Public Notices on a
237 Publicly Accessible Website; Granting the
238 Authority to Execute a Participation
239 Agreement With Polk County; Approving
240 the Form of Government Agency Order;
241 Providing for Notice of the Use of Publicly
242 Accessible Website; Authorizing the
243 District Manager to Take All Actions
244 Necessary to Comply with Chapter 50,
245 Florida Statutes and Polk County
246 Ordinance 2024-041 and Implementing
247 Resolutions; Providing for Conflicting
248 Provisions; Providing a Severability Clause;
249 and Providing an Effective Date

250 Ms. Rinaldi presented Resolution 2025-05. This will enable the CDD to publish
251 advertisements on a Polk County website, rather than advertising in a newspaper.

252

253 On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor,
254 Resolution 2025-05, Authorizing the Publication of Legal Advertisements and
255 Public Notices on a Publicly Accessible Website; Granting the Authority to
256 Execute a Participation Agreement With Polk County; Approving the Form of
257 Government Agency Order; Providing for Notice of the Use of Publicly
258 Accessible Website; Authorizing the District Manager to Take All Actions
259 Necessary to Comply with Chapter 50, Florida Statutes and Polk County
260 Ordinance 2024-041 and Implementing Resolutions; Providing for Conflicting
261 Provisions; Providing a Severability Clause; and Providing an Effective Date,
262 was adopted.

263

264

TWELFTH ORDER OF BUSINESS

Consideration of Draft Acquisition of Improvement Package and Authorization of Requisition in an Amount Not to Exceed Bond Proceeds

Ms. Rinaldi presented the Draft Acquisition of Improvement Package; it is in similar form to what the Board might have seen in other CDDs. This will allow reimbursement and the sale of the improvements up to the amount not-to-exceed the bond proceeds.

On MOTION by Mr. McConn and seconded by Mr. White, with all in favor, the Draft Acquisition of Improvement Package and Authorization of Requisition in an Amount Not to Exceed Bond Proceeds, in substantial form, was approved.

THIRTEENTH ORDER OF BUSINESS

Ratification of Polk County Property Appraiser 2025 Data Sharing & Usage Agreement

Ms. Suit presented the Polk County Property Appraiser 2025 Data Sharing & Usage Agreement.

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the Polk County Property Appraiser 2025 Data Sharing & Usage Agreement, was ratified.

FOURTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of November 30, 2024

On MOTION by Mr. McConn and seconded by Mr. Chakhachiro, with all in favor, the Unaudited Financial Statements as of November 30, 2024, were accepted.

FIFTEENTH ORDER OF BUSINESS

Approval of August 8, 2024 Public Hearings, Regular Meeting and Audit Committee Meeting Minutes

On MOTION by Mr. McConn and seconded by Mr. Chakhachiro, with all in favor, the August 8, 2024 Public Hearings, Regular Meeting and Audit Committee Meeting Minutes, as presented, were approved.

SIXTEENTH ORDER OF BUSINESS**Staff Reports**

A. District Counsel: Kilinski | Van Wyk PLLC

B. District Engineer: Poulos & Bennett, LLC

There were no District Counsel or District Engineer reports.

C. District Manager: Wrathell, Hunt and Associates, LLC

- NEXT MEETING DATE: TBD

SEVENTEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

EIGHTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

NINETEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. McConn and seconded by Mr. Myers, with all in favor, the meeting adjourned at 1:22 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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338 _____
Secretary/Assistant Secretary

Chair/Vice Chair