

**FOUR SEASONS AT CRYSTAL SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
MAY 08, 2020**

FOUR SEASONS AT CRYSTAL SPRINGS
COMMUNITY DEVELOPMENT DISTRICT AGENDA
MAY 08, 2020 AT 11:00 a.m.
CALL IN NUMBER: 1-866-906-9330 ACCESS CODE: 9074748

District Board of Supervisors	Chairman Vice-Chairman Supervisor Supervisor Supervisor	Bill Conerly Jack Koehler Eric Davidson Ryan Sampson Vacant
District Manager	Meritus	Debby Nussel
District Attorney	Straley Robin Vericker	Mark Straley Vivek Babbar
District Engineer	Stantec	Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The meeting will begin at **11:00 a.m.** Following the **Call to Order**, the public has the opportunity to comment on posted agenda items during the second section called **Public Comments on Agenda Items**. Each individual is limited to **three (3) minutes** for such comment. The Board is not required to take action at this time, but will consider the comments presented as the agenda progresses. The third section is called **Business Items**. This section contains items for approval by the District Board of Supervisors that may require discussion, motions, and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Vendor/Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The sixth section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet the District's needs. The final section is called **Audience Questions, Comments and Discussion Forum**. This portion of the agenda is where individuals may comment on matters that concern the District. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

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

Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

Four Seasons at Crystal Springs Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of Four Seasons at Crystal Springs Community Development District will be held on **Friday, May 08, 2020 at 11:00 a.m.** via conference call at the information listed below. Following is the agenda for the meeting:

Call In Number: 1-866-906-9330

Access Code: 9074748

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Resolution 2020-01; Approving Fiscal Year 2021 Proposed Budget & Setting Public Hearing.....Tab 01
 - B. Consideration of Resolution 2020-02; Adopting Statutory Alternative Investment Policies.....Tab 02
 - C. Annual Disclosure of Qualified Electors.....Tab 03
 - D. Consideration of Resolution 2020-03; Extending Board Terms to Coincide with General Election.....Tab 04
 - E. Discussion on ADA Website Compliance.....Tab 05
 - F. General Matters of the District
- 4. CONSENT AGENDA**
 - A. Consideration of Board of Supervisors Public Hearing & Regular Meeting Minutes August 02, 2019 Tab 06
 - B. Consideration of Operations and Maintenance Expenditures July 2019 – September 2019 Tab 07
 - C. Consideration of Operations and Maintenance Expenditures October 2019 – March 2020 Tab 08
 - D. Review of Financial Statements Month Ending March 31, 2020..... Tab 09
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

While it is necessary to hold the above referenced meeting of the District's Board of Supervisors utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so telephonically at 1-866-906-9330, Participant Access Code – 9074748. Additionally, participants are encouraged to submit questions and comments to the District Manager in advance at 813-873-7300 to facilitate the Board's consideration of such questions and comments during the meeting.

In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,

Debby Nussel
District Manager

RESOLUTION 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOUR SEASONS AT CRYSTAL SPRINGS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2020/2021; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Four Seasons at Crystal Springs Community Development District (“**District**”) prior to June 15, 2020 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Proposed Budget**”); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FOUR SEASONS AT CRYSTAL SPRINGS COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: August 14, 2020

HOUR: 11:00 a.m.

LOCATION*: Hernando County Public Library - Main Library
238 Howell Avenue
Brooksville, FL 34601

**Please note that pursuant to Governor DeSantis’ Executive Order 20-69 (as it may be extended or amended) relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such public hearing and meeting may be held telephonically or virtually. Please check on the District’s website for the latest information: <https://fourseasonsatcrystalspringscdd.wordpress.com/>.*

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

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s

website at least two days before the budget hearing date and shall remain on the website for at least 45 days.

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

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

PASSED AND ADOPTED ON MAY 8, 2020.

Attest: **Four Seasons at Crystal Springs Community
Development District**

Print Name: _____
Secretary / Assistant Secretary

Print Name: _____
Chair / Vice Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2020/2021

2021



FOUR SEASONS AT CRYSTAL SPRINGS

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021
PROPOSED ANNUAL OPERATING BUDGET

MAY 8, 2020



FOUR SEASONS AT CRYSTAL SPRINGS COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021 PROPOSED ANNUAL OPERATING BUDGET

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MAY 8, 2020

FOUR SEASONS AT CRYSTAL SPRINGS COMMUNITY DEVELOPMENT DISTRICT

BUDGET INTRODUCTION

Background Information

The Four Seasons at Crystal Springs Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a “solution” to the State’s needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida’s effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2021, which begins on October 1, 2020. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

<u>Fund Number</u>	<u>Fund Name</u>	<u>Services Provided</u>
001	General Fund	Operations and Maintenance of Community Facilities

Facilities of the District

The District’s existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

FOUR SEASONS AT CRYSTAL SPRINGS

COMMUNITY DEVELOPMENT DISTRICT

	Fiscal Year 2020 Final Operating Budget	Current Period Actuals 10/1/19 - 2/29/20	Projected Revenues & Expenditures 3/1/20 to 9/30/20	Total Actuals and Projections Through 9/30/20	Over/(Under) Budget Through 9/30/20
REVENUES					
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES					
Developer Contributions	15,605.00	7,370.80	7,504.20	14,875.00	(730.00)
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	15,605.00	7,370.80	7,504.20	14,875.00	(730.00)
TOTAL REVENUES	\$15,605.00	\$7,370.80	\$7,504.20	\$14,875.00	(\$730.00)
EXPENDITURES					
FINANCIAL & ADMINISTRATIVE					
District Manager	6,000.00	2,500.00	3,500.00	6,000.00	0.00
District Engineer	500.00	0.00	0.00	0.00	(500.00)
Postage, Phone, Faxes, Copies	0.00	2.50	22.50	25.00	25.00
Public Officials Insurance	2,500.00	2,306.00	0.00	2,306.00	(194.00)
Legal Advertising	800.00	68.30	731.70	800.00	0.00
Bank Fees	105.00	120.00	130.00	250.00	145.00
Dues, Licenses & Fees	175.00	175.00	0.00	175.00	0.00
Email Hosting Vendor	0.00	0.00	0.00	0.00	0.00
ADA Website Compliance	0.00	0.00	0.00	0.00	0.00
Website Administration	2,000.00	833.35	1,166.65	2,000.00	0.00
TOTAL FINANCIAL & ADMINISTRATIVE	12,080.00	6,005.15	5,550.85	11,556.00	(524.00)
LEGAL COUNSEL					
District Counsel	500.00	100.00	400.00	500.00	0.00
TOTAL LEGAL COUNSEL	500.00	100.00	400.00	500.00	0.00
OTHER PHYSICAL ENVIRONMENT					
Property & Casualty Insurance	3,025.00	2,819.00	0.00	2,819.00	(206.00)
TOTAL OTHER PHYSICAL ENVIRONMENT	3,025.00	2,819.00	0.00	2,819.00	(206.00)
TOTAL EXPENDITURES	\$15,605.00	\$8,924.15	\$5,950.85	\$14,875.00	(\$730.00)
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$0.00	(\$1,553.35)	\$1,553.35	\$0.00	\$0.00

FOUR SEASONS AT CRYSTAL SPRINGS

COMMUNITY DEVELOPMENT DISTRICT

	Fiscal Year 2020 Final Operating Budget	Total Actuals and Projections Through 9/30/20	Over/(Under) Budget Through 9/30/20	Fiscal Year 2021 Proposed Operating Budget	Increase / (Decrease) from FY 2020 to FY 2021
REVENUES					
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES					
Developer Contributions	15,605.00	14,875.00	(730.00)	18,988.00	3,383.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	15,605.00	14,875.00	(730.00)	18,988.00	3,383.00
TOTAL REVENUES	\$15,605.00	\$14,875.00	(\$730.00)	\$18,988.00	\$3,383.00
EXPENDITURES					
FINANCIAL & ADMINISTRATIVE					
District Manager	6,000.00	6,000.00	0.00	6,000.00	0.00
District Engineer	500.00	0.00	(500.00)	500.00	0.00
Postage, Phone, Faxes, Copies	0.00	25.00	25.00	25.00	25.00
Public Officials Insurance	2,500.00	2,306.00	(194.00)	2,537.00	37.00
Legal Advertising	800.00	800.00	0.00	800.00	0.00
Bank Fees	105.00	250.00	145.00	250.00	145.00
Dues, Licenses & Fees	175.00	175.00	0.00	175.00	0.00
Email Hosting Vendor	0.00	0.00	0.00	600.00	600.00
ADA Website Compliance	0.00	0.00	0.00	3,000.00	3,000.00
Website Administration	2,000.00	2,000.00	0.00	1,500.00	(500.00)
TOTAL FINANCIAL & ADMINISTRATIVE	12,080.00	11,556.00	(524.00)	15,387.00	3,307.00
LEGAL COUNSEL					
District Counsel	500.00	500.00	0.00	500.00	0.00
TOTAL LEGAL COUNSEL	500.00	500.00	0.00	500.00	0.00
OTHER PHYSICAL ENVIRONMENT					
Property & Casualty Insurance	3,025.00	2,819.00	(206.00)	3,101.00	76.00
TOTAL OTHER PHYSICAL ENVIRONMENT	3,025.00	2,819.00	(206.00)	3,101.00	76.00
TOTAL EXPENDITURES	\$15,605.00	\$14,875.00	(\$730.00)	\$18,988.00	\$3,383.00
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

FISCAL YEAR 2021
PROPOSED ANNUAL OPERATING BUDGET

FOUR SEASONS AT CRYSTAL SPRINGS COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Financial & Administrative

District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Postage, Phone, Fax, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Miscellaneous Administration

This is required of the District to store its official records.

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

FOUR SEASONS AT CRYSTAL SPRINGS COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Investment Reporting Fees

This is to provide an investment report to the District on a quarterly basis.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Technology Services

This is to upgrade and keep current the operating components to comply with new governmental accounting standards along with basic website maintenance.

Website Administration

This is for maintenance and administration of the District's official website.

Capital Outlay

This is to purchase new equipment as required.

Legal Counsel

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

Electric Utility Services

Electric Utility Services

This item is for street lights, pool, recreation facility and other common element electricity

Garbage/Solid Waste Control Services

Garbage Collection

This item is for pick up at the recreation facility and parks as needed.

Water-Sewer Combination Services

Water Utility Services

This item is for the potable and non-potable water used for irrigation.

FOUR SEASONS AT CRYSTAL SPRINGS COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Other Physical Environment

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water.

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

Miscellaneous Landscape

This item is for any unforeseen circumstances that may effect the appearance of the landscape program.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

Property Taxes

This item is for property taxes assessed to lands within the District.

Irrigation Maintenance

Repairs necessary for everyday operation of the irrigation system to ensure its effectiveness.

Pool Maintenance

This item is necessary to contract with a vendor to maintain the pool within state guidelines for public use.

Clubhouse Maintenance

This item provides for operations, maintenance, and supplies to the District's Amenity Center.

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOUR SEASONS AT CRYSTAL SPRINGS COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2008-16 AND ANY OTHER PRIOR INVESTMENT POLICIES AND ELECTING TO USE THE STATUTORY DEFAULT INVESTMENT POLICIES FOR INVESTING PUBLIC FUNDS IN EXCESS OF THE AMOUNTS NEEDED TO MEET CURRENT EXPENSES IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the “**Board**”) previously adopted Resolution 2008-16 to establish a written investment policy in accordance with Section 218.415, Florida Statutes; and

WHEREAS, the Board desires to rescind Resolution 2008-16 and any other prior investment policies, to not adopt a written investment policy, and instead use the statutory default investment policies for the investment of public funds in excess of amounts needed to meet current expenses, in accordance with Section 218.415 (17), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Rescindment of Prior Investment Policies.** The Board hereby rescinds Resolution 2008-16 and any other prior investment policies in their entirety.
2. **Use of Statutory Default Investment Policies.** The Board hereby elects to use the statutory default alternative investment policies for the investment of public funds in excess of the amounts needed to meet current expenses, in accordance with Section 218.415(17), Florida Statutes, as amended.
3. **Conflicts.** All District resolutions or parts thereof or other adopted policies in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
4. **Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
5. **Effective Date.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED ON MAY 8, 2020.

Attest:

**Four Seasons at Crystal Springs Community
Development District**

Print Name: _____
Secretary / Assistant Secretary

Print Name: _____
Chair / Vice Chair of the Board of Supervisors



Received
APR 20 2020

Shirley Anderson
Hernando County Supervisor of Elections

April 15, 2020

Ms. Brittany Crutchfield
Administrative Assistant
Meritus
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Dear Ms. Crutchfield:

As of April 15, 2020 there were [REDACTED]
[REDACTED] 0 registered voters in the Four Seasons at Crystal Springs District.

If I can be of further assistance, please let me know.

Sincerely,

CBillotte
Claudia Billotte
Election Specialist

CB/SA

Date 4/15/2020
Time 08:14 AM

Shirley Anderson
Supervisor of Elections
Active Voters by District/Precinct

Hernando County, FL

FOUR SEASONS

	<u>Dem</u>	<u>Rep</u>	<u>NPA</u>	<u>Other</u>	<u>Total</u>	<u>White</u>	<u>Black</u>	<u>Hispanic</u>	<u>Other</u>	<u>Male</u>	<u>Female</u>	<u>Other</u>
17 THE HEATHER COMMUNIT	0	0	0	0	0	0	0	0	0	0	0	0
FOUR SEASONS	0	0	0	0	0	0	0	0	0	0	0	0

RESOLUTION NO. 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOUR SEASONS AT CRYSTAL SPRINGS COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF THE DISTRICT'S SUPERVISORS TO ALIGN WITH THE NOVEMBER GENERAL ELECTIONS IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES.

WHEREAS, the Four Seasons at Crystal Springs Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006 (3)(a)2.c, Florida Statutes, the Board of Supervisors of the District (the "**Board**") is authorized to amend the terms of office for the District's supervisors for the purpose of aligning the District's election cycle with the general election held in November; and

WHEREAS, the Board desires to align the terms of the District's supervisors with the general election cycle:

NOW THEREFORE, BE IT RESOLVED BY THE BOARD, THAT:

1. The current term of office for each of the District's supervisors is hereby modified and amended to expire on the following dates:
 - a. The term for Seat #1 will expire November 2024.
 - b. The term for Seat #2 will expire November 2024.
 - c. The term for Seat #3 will expire November 2022.
 - d. The term for Seat #4 will expire November 2022.
 - e. The term for Seat #5 will expire November 2022.
2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED ON MAY 8, 2020.

Attest:

**Four Seasons at Crystal Springs
Community Development District**

By: _____
Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair / Vice Chair of the Board of Supervisors

ADA Site Compliance, LLC



Statement of Work (SOW) Agreement to Perform Consulting Services

Date

May 1, 2020

Services Performed By:

ADA Site Compliance, LLC

Services Performed For:

Four Seasons at Crystal Springs CDD

This Statement of Work (SOW) is issued pursuant to the Master Services Agreement (“MSA”) between Four Seasons at Crystal Springs CDD (“Customer”) and ADA Site Compliance, LLC (“Contractor”), effective May 1, 2020 (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of the MSA shall govern and prevail.

This SOW, effective as of May 1, 2020, is entered into by and between Contractor and Customer for Customer’s website and is subject to the terms and conditions specified below. The exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the exhibit(s) hereto, the terms of the SOW shall prevail.

Process & Engagement

Contractor uses both technological (i.e. software-based) and human expert auditing to detect compliance failures for websites, mobile applications, PDFs, and other digital assets. Contractor evaluates their accessibility against evolving web content accessibility guidelines (currently WCAG 2.1) and offers the solutions below. Contractor will deliver a website that has been audited and remediated for substantial compliance with current standards.

Contractor will migrate Customer’s existing site to an accessible and compliant theme that Contractor has built and maintains. Customer will own all site content and provide hosting, backup, and document management for the site. Post-migration, Contractor’s audit and design teams will continuously monitor Customer’s new website for its substantial compliance with current standards.

Throughout the process and afterward, Customer will receive technological audit reports that identify all errors that software can detect. As noted above, software-based reports alone cannot identify 100% of accessibility failures; at

best, they can uncover about one-third of them. As such, Customer's technological reports are intended only as a general diagnostic of the site's ongoing compliance health – not as a measure of its overall accessibility.

Scope of Work & Deliverables

Contractor shall provide the following services/deliverables for Customer and its site:

Technological Auditing

- Customized software-based auditing of the entire web domain.
- Detailed quarterly audit reports including the precise location in the code of each failure, a description of the error, a picture for visual context, and a suggested remediation step.
- Technological audit reports capture approximately one-third of known failures and are intended as a broad diagnostic and accountability tool, not as a full compliance blueprint.

Site Migration

- Contractor will migrate the content of Customer's existing website to one built on Contractor's own themes that are known to be accessible and compliant with WCAG 2.1 standards.
- Some existing functionality and content, including that provided by third-party vendors, may be impossible to migrate "as is" from the existing site to the new one, in which case another solution may be required.
- Review by Contractor's technical team leaders of the migrated site for quality assurance.

Customized Accessibility Policy & Compliance Shield

- Indication of Customer's active engagement with recognized experts in the field of website accessibility and compliance; the deliverable is uploaded to the footer of Customer's website and acts as a deterrent to litigation from trolling plaintiffs and/or attorneys.
- Statement of Customer's specific ongoing strides toward compliance with current WCAG standards – to be posted on the website (links to ADA Compliance Shield).
- Alternate contact info for users to report inaccessible areas of Customer's website and to request assistance – to be posted on the website (links to ADA Compliance Shield).

Technical Support

- Two (2) hours of technical support via email, phone, video, and (where feasible) in-person contact.

Fee Schedule

The fee for services described in this SOW is \$2,900, which is due within 14 days of the Agreement's execution by both parties. The annual fee for Customer's continued use of Contractor's Compliance Shield and accessibility policy; updates made to the accessibility policy to reflect changing standards and laws; quarterly technological auditing and reporting, and continued consulting is \$1,500, to be paid in full one (1) year after the execution date of this SOW.

Signatures

In witness whereof, the Parties have, by their duly authorized representatives, executed this SOW as of the date first set forth above.

ADA SITE COMPLIANCE, LLC

FOUR SEASONS AT CRYSTAL SPRINGS CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

MASTER SERVICES AGREEMENT
ADA SITE COMPLIANCE, LLC

This Master Services Agreement (this "Agreement") is entered into as of May 1, 2020, between Four Seasons at Crystal Springs CDD, a unit of government, with a place of business and notice address at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 ("Customer") and ADA Site Compliance, LLC, a Delaware limited liability company authorized to do business in Florida, with a place of business and notice address at 6400 Boynton Beach Boulevard, No. 742721, Boynton Beach, FL 33474 ("ADASC"), and shall become effective upon Customer and ADASC executing a Statement of Work, which shall be attached to this Agreement and incorporated herein by this reference. Customer and ADASC may also each be referred to herein individually as a "Party," and collectively as the "Parties."

IN CONSIDERATION of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, wishing to be legally bound by this Agreement, agree as follows:

1. PRODUCTS AND SERVICES.

1.1. Statement(s) of Work. Pursuant to this Agreement, ADASC shall provide Customer with ADASC's website and web application technological and/or human expert accessibility auditing and related services ("Services") and products and/or software (collectively, as applicable, the "Products") set forth in one or more Statements of Work to be mutually executed by the Parties that reference and are subject to the terms of this Agreement (each, a "SOW"). In return for such Services, Products, and Deliverables (hereinafter defined) **(collectively, the "Services")**, Customer shall pay ADASC the fees and expenses set forth in the applicable SOW/Proposal in accordance with the payment terms set forth therein.

1.2. Customer Requested Changes. At any time, Customer may request a change to the Services that have been described in a SOW (in each case, a "Change"). Upon receipt of a Change request from Customer, ADASC agrees to respond in writing within five (5) business days of its receipt thereof, advising Customer of any additional cost, scheduling, or other impacts on the Services arising from the requested Change. If the Parties agree to proceed with any requested Change, the terms associated with such Change must be incorporated into an amendment to the applicable SOW that is mutually executed by the Parties prior to ADASC's **implementation of the Change**. If the Parties do not agree to proceed with any requested Change, the Parties shall continue to operate in accordance with the terms of the then-existing Agreement and SOW(s).

1.3. Deliverables. Unless otherwise provided in a SOW, with respect to any compliance audit reports, data, software, tools, remediation services or other works of any kind designated to be made, conceived, or developed by ADASC in connection with a SOW (collectively, as applicable, the "Deliverables"),

Customer shall have the right to review such Deliverables upon their completion by ADASC only to determine if they conform to the applicable written specifications stated in the SOW (collectively, the "Acceptance Criteria"). Customer will notify ADASC within seven (7) business days of delivery of the Deliverables if, **in Customer's good faith determination**, the Deliverables have not met the Acceptance Criteria, and that therefore acceptance has not occurred. In the event acceptance of any Deliverables does not occur, ADASC will, at its cost, make any necessary changes to the Deliverable within a commercially reasonable time frame so that they conform to the Acceptance Criteria, and resubmit the Deliverables to Customer. If Customer does not, however, notify ADASC within seven (7) business days of the delivery of any Deliverables that such Deliverables have not met the Acceptance Criteria, the Deliverable shall be deemed to conform to the specifications in the applicable SOW, and to have been accepted by Customer.

2. INVOICES AND PAYMENTS.

2.1. Invoices. All payments are due within Thirty (30) days of the execution of the proposal. Customer will reimburse ADASC for travel and other pre-approved expenses. All payments required by this Agreement are exclusive of federal, state or other governmental taxes and excises, and Customer will be responsible for all such taxes and amounts and agrees to defend and hold ADASC harmless from any claim against ADASC for any such amount.

2.2. Disputed Amounts. Late payments (other than Disputed Amounts that are determined not to be in fact due or owing to ADASC) not received within five (5) days of the due date stated in all applicable SOWs will be subject to a late fee of 1.5% per month on all unpaid balances. Customer agrees that it will be responsible for all of ADASC's costs and expenses, including collection agency fees, court costs, and reasonable attorneys' fees, incurred by ADASC to collect any monies owed by Customer or to otherwise enforce the terms of this Agreement. ADASC reserves the right to suspend or terminate Services and to withhold Deliverables immediately without notice for non-payment of monies owed under this Agreement.

Customer may only withhold payment of amounts that it in good faith disputes to be due or owing ("Disputed Amounts"). In such case, Customer shall nonetheless pay any undisputed amounts and provide to ADASC a sufficiently detailed written explanation of the basis for its withholding of the Disputed Amounts no later than ten (10) days after their due date. Any controversy relating to amounts owed by Customer hereunder shall be considered a "Dispute" (defined below) and subject to the resolution procedures provided in this Agreement. If it is determined that any Disputed Amounts are in fact owed to ADASC, Customer shall pay to ADASC such Disputed Amounts within five (5) days of such resolution, plus any applicable late fees, interest, and/or **ADASC's reasonable costs of collection**. To the extent the provisions of this section conflict with the **State's** Prompt Payment Act or the **Customer's** adopted

dispute resolution procedures pursuant thereto, the Prompt Payment Act and such adopted procedures shall control.

3. TERM AND TERMINATION.

3.1. Term. This Agreement shall become effective when Customer and ADASC first execute a Proposal or SOW and shall remain in effect until terminated as provided herein ("Term").

3.2. Termination by either Party for Cause. This Agreement and/or any individual SOW may be terminated by either Party (i) in the event the other Party fails to cure or take reasonable steps to cure a breach of any material term of this Agreement or any applicable SOW within ten (10) business days of receipt of written notice describing such breach; or (ii) immediately upon the giving of written notice by such Party in the event the other Party is adjudged insolvent or bankrupt, or upon the institution of any proceeding against the other Party seeking relief, reorganization, or arrangement under any laws relating to insolvency, or upon the appointment of a receiver, liquidator, or trustee of any of the other Party's property or assets, or upon liquidation, dissolution, or winding up of the other Party's business.

3.3 Termination Without Cause. Either Party may terminate without cause upon sixty (60) days prior written notice to the other Party. However, upon any termination of this Agreement, ADASC shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to any amounts being under Dispute, which shall be addressed in accordance with Section 8.3 of this Agreement.

3.4 Transition Services. ADASC shall work with the Customer to ensure a seamless and smooth transition in the event of termination, with or without **cause, to the Customer's contracted entity ("Contracted Entity")** assisting with the transition of the Services after termination ("Transition Services"); provided, however, that ADASC shall only be required to provide such Transition Services for a reasonable amount of time, not to exceed one (1) month after the effective date of the termination. **Upon Customer's request,** ADASC shall include as part of its Transition Services consultations with the Contracted Entity, provided that ADASC shall be entitled to payment for such consultations at a rate of \$250 per hour. If any other Transition Services are provided, ADASC shall be reimbursed for such services at a price mutually agreed to by the Parties.

3.5 Support Services. Notwithstanding any of the provisions under Section 3.4, in the event of termination of this Agreement by either party for any reason, all Services performed by ADASC shall immediately cease. ADASC will not continue to provide support for the ADASC Theme, including but not limited to, any updates, modifications, improvements, audits, use of the ADASC

compliance shield, or any Services more particularly set forth in the Proposal or SOW.

4. REPRESENTATIONS, WARRANTIES & COVENANTS

4.1. General. The essence of this Agreement is the following: ADASC represents, warrants, and covenants that (a) the Services shall be performed and/or provided by qualified personnel in a professional and workmanlike manner; and (b) the Services provided by ADASC shall not infringe, misappropriate, or otherwise violate the intellectual property rights of any third party. Each Party also represents and warrants that it has the full right and authority to enter into this Agreement and perform its obligations hereunder.

4.2. Disclaimer of All Other Warranties. CUSTOMER ACKNOWLEDGES THAT ASSESSING ACCESSIBILITY AND REMEDIATION IS HIGHLY COMPLEX, SUBJECTIVE AND CHANGEABLE, AND AS SUCH, ACHIEVING ABSOLUTE OR TOTAL COMPLIANCE IS DIFFICULT WITHOUT CLEAR REGULATORY GUIDANCE. THEREFORE, ADASC MAKES NO WARRANTY THAT THE SERVICES WILL FIND ALL **ACCESSIBILITY CONCERNS IN CUSTOMER'S WEBSITES, APPS, PDFS, OR SERVER(S)**, OR THAT THE SOLUTIONS SUGGESTED AND ADVICE PROVIDED IN ANY REPORT ADASC MAY PROVIDE TO CUSTOMER FROM TIME TO TIME WILL BE COMPLETE OR ERROR-FREE. WHILE TECHNOLOGICAL AUDITING SUCH AS THAT PROVIDED BY ADASC (WHICH TYPICALLY CAN DETECT APPROXIMATELY 30% OF ACCESSIBILITY ISSUES) MAY BE A GOOD STARTING POINT IN **CUSTOMER'S EFFORTS TOWARD COMPLIANCE, HUMAN EXPERT** AUDITING IS ALSO NECESSARY. ADASC STRONGLY RECOMMENDS THAT CUSTOMER REGULARLY ENGAGE IN HUMAN EXPERT AUDITING AND TECHNOLOGICAL AUDITING OF ITS WEBSITE(S), APPLICATION(S), AND SERVER(S) IN ORDER TO ASSURE THE HIGHEST POSSIBLE LEVEL OF ACCESSIBILITY, COMPLIANCE, AND USABILITY; NEVERTHELESS CUSTOMER ACKNOWLEDGES THAT EVEN WITH THE RECOMMENDED UTILIZATION OF BOTH TECHNOLOGICAL AUDITING SERVICES AND ROUTINE HUMAN AUDITS, ABSOLUTE OR TOTAL COMPLIANCE REMAINS DIFFICULT WITHOUT CLEAR REGULATORY GUIDANCE. ADASC DOES NOT GUARANTY ANY SPECIFIC LEVEL OF ACCESSIBILITY OR COMPLIANCE AND ASSUMES NO RESPONSIBILITY IN THE EVENT A CLAIM IS MADE AGAINST CUSTOMER BASED UPON OR ALLEGING A LACK OF OR FAILURE IN ACCESSIBILITY OR COMPLIANCE WITH APPLICABLE ACCESSIBILITY LAWS, REGULATIONS, AND/OR STANDARDS. ADASC SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR

WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

4.3. Customer's Covenant of Compliance with Laws. Customer is responsible for complying with applicable laws pertaining to Customer's website, web applications, and business, including, without limitation, tax laws, laws governing electronic commerce, and US Export laws.

5. CONFIDENTIALITY.

5.1 Confidentiality. Customer and ADASC each agree to hold Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the other party. Customer and ADASC agree to use the Confidential Information only for the purpose of performing under this Agreement. Further, the receiving party shall use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party of any Confidential Information of the disclosing party, but in no event less than reasonable care. As used in this Agreement, "Confidential Information" shall mean non-public, proprietary ADASC Material, and which is considered non-public and confidential under State Statutes, and other law, and which is disclosed by ADASC or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally, by visual inspection or otherwise, to Customer or any of its employees or agents. The ADASC Theme (as defined herein) is deemed Confidential Information. Customer Confidential Information shall mean any material made confidential pursuant to State Statutes. The obligations to protect Confidential Information under this section shall not apply to information which: (a) is or becomes publicly known through no act or failure to act on the part of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) became rightfully known to the receiving party, without confidentiality restrictions, from a source other than the disclosing party; (d) is approved by the disclosing party for disclosure; (e) is or was developed independently by the receiving party without use of the Confidential Information and without violation of any confidentiality restriction; (f) is required to be disclosed by law; or (g) is work product paid for by the Customer pursuant to this Agreement and not deemed ADASC Material hereunder.

6. INTELLECTUAL PROPERTY.

6.1. ADASC Materials. Except as provided herein, as between the Parties, ADASC shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, trade secrets, know-hows, and other intellectual property or proprietary rights (collectively, "IP") of ADASC used in or otherwise associated with the Services provided to Customer hereunder, and (ii) all trade secrets, technical specifications, and data to the extent they are IP

and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by ADASC, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively "ADASC Materials"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive ADASC of any of its intellectual property or other proprietary interests associated therewith. The ADASC Materials shall include (i) any website theme and specialized coding for such theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC **outside of ADASC's performance** under this Agreement (**the "ADASC Theme"**) and (ii) any specialized coding for the ADASC Theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC under this Agreement, but shall not include any other website theme and the coding of such theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC pursuant to an SOW or Customer as a derivative work. Subject to the foregoing, and **Customer's payment of the** applicable fees set forth in an SOW or Proposal, ADASC grants Customer a non-exclusive, non-transferable worldwide limited right and license to access and use the Deliverables and the ADASC Materials in connection with the ordinary and intended use by Customer thereof as provided hereunder and in the applicable SOW ("Single Use License"). The Single Use License set forth in the immediately preceding sentence (x) includes **Customer's right to view, download, and print the Deliverables for Customer's** use, and without in any case removing ADASC's **copyright, trademark**, or other intellectual property ownership notices; (y) is limited to only one Customer website, **and (z) includes Customer's right to use the ADASC Theme, in whole or in part, to develop derivative works on Customer's one website.** Notwithstanding the Single Use License granted to Customer under this Section, under no circumstances may the Products, Deliverables, or ADASC Materials, or any portion thereof or any derivative work, be used as the basis for creating a product that is intended for sale, license, or distribution to others (regardless of whether such distribution is for profit or free) in a manner that would compete, directly or indirectly, with ADASC in offering the Products, Deliverables, or ADASC Materials for sale, license or distribution. Customer has no right to distribute the ADASC Theme, whether modified or unmodified, to any third party. The use of the Products, Deliverables and/or ADASC Materials in contravention of the Single Use License granted under this Section is strictly prohibited and will be deemed a material breach of this Agreement.

6.2. Customer Materials; Publicity and Trademarks. (A) Notwithstanding anything else provided in this Agreement, Customer shall own the website, **the website's** domain name and all related uniform resource locators, and all website and application content, including without limit, all documents, content, pictures, video, audio, and text on the website, authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC pursuant to this Agreement, and all metadata associated therewith, created or modified by ADASC pursuant to this Agreement and/or provided or made available by Customer to ADASC, under all circumstances ("Customer

Materials”). In the event of a termination of this Agreement for any reason, ADASC shall take all necessary steps to transfer, or otherwise allow Customer to retain such Customer Materials as further provided in Section 3.

(B) Notwithstanding anything provided in Section 6.2(A), the ADASC Theme and any specialized coding for the ADASC Theme authored, conceived, devised, developed, modified, and/or reduced to practice by ADASC under this Agreement is ADASC Material. In the event of termination of this Agreement for any reason, the Single Use License defined under Section 6.1 of this Agreement shall immediately terminate, and the Transition Services under Section 3.4 shall come into effect.

(C) Customer will not, at any time, have the right or license to, and agrees that it will not, without **ADASC’s prior written consent, manufacture, sell, or** otherwise distribute a device, service, or product that was developed or manufactured using any ADASC Intellectual Property, either for its own account or for any third party, or assist any third party in so doing. Customer agrees that it will not engage in, nor will it authorize others to engage in, the reverse engineering, disassembly, decompilation, or the recompilation of any ADASC Intellectual Property except as permitted under this Agreement.

(D) Additionally, to the extent applicable, ADASC shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under the State’s Public Records Laws. Except as provided herein, as between the Parties, Customer shall retain all right, title, and interest in and to all IP of Customer provided or made available to ADASC in connection with ADASC’s **Services** (collectively in this paragraph, “Customer IP”) and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Customer of any of its IP or other proprietary interests associated therewith, if any. Subject to the foregoing, Customer grants ADASC a non-exclusive, non-transferable worldwide limited right and license to access and use such Customer IP in connection with the provision of the Services to Customer hereunder. Further, Customer permits ADASC to identify Customer as a customer of ADASC in ADASC’s **marketing materials (including using Customer’s name and logo for** such limited purposes).

(E) Customer further acknowledges and agrees that for ADASC to perform the Services, it must, in some cases, give ADASC remote access to areas behind logins that are to be audited hereunder, including, without limitation to content **management systems and/or servers (collectively, the “System”), and agrees** that it will furnish to ADASC all necessary information and/or user names and passwords required to do so. ADASC agrees to follow commercially reasonable **security policies for accessing Customer’s System including any specific** security procedures as may be communicated to ADASC by Customer in writing prior to ADASC accessing the System. ADASC hereby recognizes that all data

may be a public record and therefore is required to be retained unless otherwise directed in writing by the Customer.

6.3 Right to Display ADASC Compliance Shield / Accessibility Policy. Customer may display an ADASC-provided compliance shield and customized accessibility policy on its websites or web applications. The provided ADASC compliance shield and customized accessibility policy shall remain under the full ownership and control of ADASC. ADASC shall retain the right at any time and in its sole discretion to withdraw its authorization to display such compliance shield and customized accessibility policy. Customer is expressly prohibited from using an ADASC compliance shield and customized accessibility policy for any purpose not specifically authorized by this Agreement or by an applicable SOW, and in no event may use such shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being serviced in connection with the Services.

6.4 Recording of Training Sessions. Customer shall not record any training session(s) relating to the Services provided without the prior written consent of ADASC. ADASC shall retain all intellectual property rights to the recorded material and grants Customer a Limited License to display, share, and/or incorporate into its own training material, the recorded material for current and future employees of Customer. Customer shall not, including but not limited to, display, share, assign, license, sell, or otherwise disseminate the recorded material to any third party, including but not limited to, any parent company, subsidiary, associated department, subdivision, affiliates, committee, officer, board of directors, governing body, or any entity not in direct privity of this Agreement, any recorded materials under this Limited License.

This Limited License shall remain in effect in perpetuity, or so long as Customer, as an entity, remains intact and has not altered its structure. In the event of, including but not limited to, any merger, buy-out, acquisition, or any event that may change, alter, or compromise the status of Customer, Customer shall request and obtain a new license from ADASC prior to the continued use of any and all recorded materials.

6.5 Derivative Works. All rights, title, copyright, and interest in all Derivative Works and improvements created by, or on behalf of, Customer will be the property of Customer so long as the Works do not violate the language set forth in Section 5 or Section 6 of this Agreement. Customer shall be entitled to protect intellectual property in all such derivative works and improvements as it may see fit, including by seeking copyright or patent protection. Notwithstanding the immediately preceding sentence, Customer may mark with its own copyright notice and register copyrights in derivative works as works that constitute original works of authorship, so long as such derivative

works are identified in such registration as based upon pre-existing works of ADASC.

7. INDEMNITY.

7.1 ADASC agrees to indemnify and hold harmless the Customer and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the Customer, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, ADASC's willfully reckless or willfully negligent act or omission.

7.2 Neither Party shall be liable to the other Party for consequential damages or lost profits pursuant to this Agreement.

7.3 Notwithstanding any provision to the contrary within this Agreement, Customer does not waive any Sovereign Immunity or the limitations contained in State Statutes, or any successor statute or statutes thereto, or other provisions of law.

8. GENERAL PROVISIONS.

8.1. Order of Precedence. The terms of this Agreement and any SOW are intended to complement each other, and to the extent they conflict, the terms of any SOW shall supersede conflicting terms and conditions in this Agreement, but solely with respect to Services provided pursuant to such SOW.

8.2. Subcontractors. Unless otherwise provided in a SOW, ADASC may provide Services hereunder through subcontractors and/or affiliates and such subcontractors and/or affiliates shall be bound by the terms of this Agreement.

8.3. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the Parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, a "Dispute") through discussions which shall be initiated upon written notice of a Dispute by either Party to the other Party. If the Parties cannot resolve the Dispute within fifteen (15) business days, then the Parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the Parties may then proceed to filing a claim in the appropriate jurisdictional court. The Parties hereby consent to the exclusive jurisdiction of the federal and state courts in Palm Beach County, Florida for purposes of any claims for equitable relief or claim in anyway related to this Agreement and waive any defense of inconvenient forum or venue. The prevailing party in any such dispute shall be entitled to claim its costs and fees

incurred in litigating any such dispute, **including reasonable attorney's fees, court, and experts' costs through all appeals.**

8.4. Status. ADASC is an independent contractor and not an employee, agent or representative of Customer. Nothing in this Agreement shall be construed as creating an employer-employee, partnership, joint venture or agency relationship.

8.5. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed duly given if delivered to a Party at its address set forth in the preamble of this Agreement (or the most recent address provided by such Party for notice purposes) by (i) hand delivery, (ii) certified mail, postage prepaid, return receipt requested, or (iii) recognized overnight delivery service. A notice shall be deemed received on date of delivery, if hand delivered or **delivered by overnight delivery service (as reflected in the carrier's records)**, or five (5) days from date of mailing, if mailed by certified mail.

8.6. Entire Agreement; Severability. This Agreement, together with any SOWs, sets forth the entire agreement of the Parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

8.7. Assignment. This Agreement may not be assigned by Customer except with the prior written consent of ADASC. ADASC may assign this Agreement **without Customer's consent** to the purchaser in connection with a sale of ADASC's business, provided the purchaser agrees to assume all obligations of ADASC hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and lawful permitted assigns.

8.8. Amendments and Waivers. This Agreement may be amended or modified only by a written instrument duly executed by each Party. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the Party who might assert such breach. Any failure or delay by either Party to exercise any right, power, or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement on that or any subsequent occasion.

8.9. Governing Law. This Agreement shall be governed by the laws of the State of Florida, without reference to conflicts of law principles that would cause the application of the law of any other jurisdiction.

8.10. Force Majeure. If either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond the Party's

reasonable control, including, without limitations, an “act of God,” fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

8.11. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 4 (Representations, Warranties & Covenants), Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7 (Indemnity), Section 8 (General Provisions), **and Customer's payment obligations under any Proposal or SOW** shall survive any termination or expiration of this Agreement.

8.12 Waiver Any waiver by either Party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing **hereunder, shall not affect such Party's right to thereafter enforce such** provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

8.13 Counterparts. By using ADASC's **Services**, Customer consents to have this Agreement provided in electronic/digital form. Please print a copy of this document for your records. This Agreement and any modification may be executed and delivered (including by facsimile, portable document format (.pdf) transmission, or via any online e-signature platform) in one or more counterparts, and by each Party in separate counterparts, each of which when executed will be deemed to be an original, and all of which taken together will constitute one and the same Agreement.

8.14 No Construction Against the Drafter. In the interpretation of this **Agreement, the ‘contra proferentem’** rule of contract construction shall not apply, this Agreement being the product of negotiations between commercially sophisticated Parties, and therefore shall not be interpreted in favor of or against any Party by the sole reason of the extent to which such Party or its professional advisors participated or did not participate in the drafting of this Agreement.

8.15 Headings. Headings included herein are for convenience only and shall not be used to construe or interpret this Agreement.

8.16 Public Records. ADASC understands and agrees that all documents of any kind provided to the Customer in connection with this Agreement may be public records, and accordingly, ADASC agrees to comply with all applicable provisions of State law in handling such records. ADASC acknowledges that the designated public records custodian for the Customer is _____ (**“Public Records Custodian”**). **Among other** requirements and to the extent applicable by law, ADASC shall: 1) keep and maintain public records required by the Customer to perform the service; 2)

upon request by the Public Records Custodian, provide the Customer 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 State 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 ADASC does not transfer the records to the Public Records Custodian of the Customer; and 4) upon completion of the contract, transfer to **the Customer, at no cost, all public records in ADASC's possession or**, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to State laws. When such public records are transferred by ADASC, ADASC 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 Customer in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ADASC HAS QUESTIONS REGARDING THE APPLICATION OF STATE **STATUTES, TO ADASC'S DUTY TO PROVIDE PUBLIC** RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT

_____,
_____.COM, OR
_____.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Master Services Agreement as of the date first set forth above.

ADA SITE COMPLIANCE, LLC

FOUR SEASONS AT CRYSTAL SPRINGS CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**FOUR SEASONS AT CRYSTAL SPRINGS
COMMUNITY DEVELOPMENT DISTRICT**

August 2, 2019 Minutes of Public Hearing and Regular Meeting

Minutes of the Public Hearing and Regular Meeting

The Public Hearing and Regular Meeting of the Board of Supervisors for Four Seasons of Crystal Springs Community Development District was held on **Friday, August 2, 2019 at 2:00 p.m.** at Hernando County Public Library, Main Library, located at 238 Howell Avenue, Brooksville, FL 34601.

1. CALL TO ORDER/ROLL CALL

Gene Roberts called the Public Hearing and Regular Meeting of Four Seasons at Crystal Springs Community Development District to order on **Friday, August 2, 2019 at 2:00 p.m.**

Board Members Present and Constituting a Quorum:

Jack Koehler	Vice Chair
Eric Davidson	Supervisor
Ryan Sampson	Supervisor

Staff Members Present:

Gene Roberts	Meritus
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There were no audience members present.

2. PUBLIC COMMENTS ON AGENDA ITEMS

There were no public comments on agenda items.

3. RECESS TO PUBLIC HEARING

Mr. Roberts directed the board to recess to the public hearing.

4. PUBLIC HEARING ON ADOPTING PROPOSED FISCAL YEAR 2020 BUDGET

A. Open Public Hearing on Proposed Fiscal Year 2020 Budget

MOTION TO:	Open the public hearing.
MADE BY:	Supervisor Sampson
SECONDED BY:	Supervisor Koehler
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	3/0 - Motion passed unanimously

B. Staff Presentations

Mr. Roberts went over the budget line items and resolution with the Board.

C. Public Comments

There were no public comments.

D. Consideration of Resolution 2019-04; Adopting Fiscal Year 2020 Budget

The Board reviewed the resolution.

MOTION TO:	Approve Resolution 2019-04.
MADE BY:	Supervisor Sampson
SECONDED BY:	Supervisor Koehler
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	3/0 - Motion passed unanimously

E. Close Public Hearing on Proposed Fiscal Year 2020 Budget

MOTION TO:	Close the public hearing.
MADE BY:	Supervisor Davidson
SECONDED BY:	Supervisor Sampson
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	3/0 - Motion passed unanimously

5. RETURN TO REGULAR MEETING

Mr. Roberts directed the Board to return to the regular meeting.

6. BUSINESS ITEMS

A. Consideration of Resolution 2019-05; Setting Fiscal Year 2020 Meeting Schedule

The Board reviewed the resolution and meeting schedule.

MOTION TO: Approve Resolution 2019-05.
MADE BY: Supervisor Sampson
SECONDED BY: Supervisor Koehler
DISCUSSION: None further
RESULT: Called to Vote: Motion PASSED
3/0 - Motion passed unanimously

B. General Matters of the District

7. CONSENT AGENDA

A. Consideration of Board of Supervisors Regular Meeting Minutes May 10, 2019

The Board reviewed the minutes.

MOTION TO: Approve the May 10, 2019 minutes.
MADE BY: Supervisor Sampson
SECONDED BY: Supervisor Koehler
DISCUSSION: None further
RESULT: Called to Vote: Motion PASSED
3/0 - Motion passed unanimously

B. Consideration of Operations and Maintenance Expenditures April 2019

C. Consideration of Operations and Maintenance Expenditures May 2019

D. Consideration of Operations and Maintenance Expenditures June 2019

The Board reviewed the April, May, and June 2019 O&Ms.

MOTION TO: Approve the April through June 2019 O&Ms.
MADE BY: Supervisor Koehler
SECONDED BY: Supervisor Sampson
DISCUSSION: None further
RESULT: Called to Vote: Motion PASSED
3/0 - Motion passed unanimously

E. Review of Financial Statements through June 30, 2019

The financials were reviewed and accepted.

8. STAFF REPORTS

- A. District Counsel**
- B. District Engineer**
- C. District Manager**

There were no staff reports at this time.

9. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

There were no supervisor requests or audience comments.

10. ADJOURNMENT

MOTION TO:	Adjourn at 2:12 p.m.
MADE BY:	Supervisor Sampson
SECONDED BY:	Supervisor Koehler
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	3/0 - Motion passed unanimously

**Please note the entire meeting is available on disc.*

**These minutes were done in summary format.*

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name

Printed Name

Title:

☐ **Chairman**

☐ **Vice Chairman**

Title:

☐ **Secretary**

☐ **Assistant Secretary**

Recorded by Records Administrator

Signature

Date

Official District Seal

4 Seasons at Crystal Sp. Community Development District

Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9161	\$ 501.00		Management Services - July
Monthly Contract Sub-Total		\$ 501.00		
Variable Contract				
Straley Robin Vericker	17222	\$ 150.00		Professional Services - thru 06/15/2019
Variable Contract Sub-Total		\$ 150.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Tampa Bay Times	790584 071919	\$ 180.80		Notice of 2019/2020 Budget - 07/19/2019
Additional Services Sub-Total		\$ 180.80		
TOTAL:		\$ 831.80		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

4 Seasons at Crystal Sp. Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
--------	---------------------------	--------	-----------------	----------------------

[] Chairman [] Vice Chairman [] Assistant Secretary

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

Invoice Number: 9161
Invoice Date: Jul 1, 2019
Page: 1

Bill To:
Four Seasons @ Crystal Springs CDD
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Ship to:	

Customer ID	Customer PO	Payment Terms	
Four Seasons		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		7/1/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - July		500.00
		Postage - May		1.00
		M		

Subtotal	501.00
Sales Tax	
Total Invoice Amount	501.00
Payment/Credit Applied	
TOTAL	501.00

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400 * Facsimile (813) 223-5043

Federal Tax Id. - 20-1778458

Four Seasons at Crystal Springs
c/o MERITUS DISTRICTS
2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33607

June 27, 2019

Client: 001352

Matter: 000001

Invoice #: 17222

Page: 1

RE: General

For Professional Services Rendered Through June 15, 2019

SERVICES

Date	Person	Description of Services	Hours	
6/5/2019	KMS	DRAFT NEWSPAPER PUBLICATION FOR 2019-2020 BUDGET.	0.4	
6/6/2019	KMS	FINALIZE NEWSPAPER PUBLICATIONS FOR 2019-2020 BUDGET; EMAIL TO B. CRUTCHFIELD.	0.2	
		Total Professional Services	0.6	\$150.00

PERSON RECAP

Person	Hours	Amount
KMS Kristen M. Schalter	0.6	\$150.00

June 27, 2019

Client: 001352

Matter: 000001

Invoice #: 17222

Page: 2

Total Services	\$150.00	
Total Disbursements	\$0.00	
Total Current Charges		\$150.00

PAY THIS AMOUNT

\$150.00

51400
3107
Rm

Please Include Invoice Number on all Correspondence

Tampa Bay Times
Published Daily

STATE OF FLORIDA } ss
COUNTY OF Hernando & Citrus Counties

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Clerk of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: 2019-2020 Budget** was published in **Tampa Bay Times: 7/12/19, 7/19/19**. in said newspaper in the issues of **Baylink Hernando Citrus**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hernando & Citrus Counties, Florida and that the said newspaper has heretofore been continuously published in said Hernando & Citrus Counties, Florida, each day and has been entered as a second class mail matter at the post office in said Hernando & Citrus Counties, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

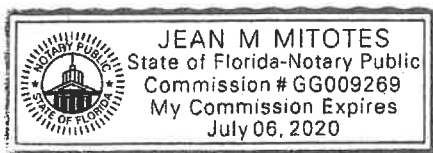
Signature of Affiant

Sworn to and subscribed before me this 07/19/2019.

Signature of Notary Public

Personally known _____ or produced identification

Type of identification produced _____



**FOUR SEASONS AT CRYSTAL SPRINGS
COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF
THE FISCAL YEAR 2019/2020 BUDGET; AND NOTICE OF
REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors for the Four Seasons at Crystal Springs Community Development District (the "District") will hold a public hearing and a regular meeting on August 2, 2019 at 11:00 a.m. at the Hernando County Public Library - Main Library located at 238 Howell Avenue, Brooksville, FL 34601, for the purpose of hearing comments and objections on the adoption of the budget of the District for Fiscal Year 2019/2020.

A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and budgets may be obtained at the offices of the District Manager, Meritus, located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607, during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when staff or other individuals may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 397-5120 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for aid in contacting the District Office.

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

Debby Nussel
District Manager

Run Date: July 12, 2019 & July 19, 2019

790584

4 Seasons at Crystal Sp. Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9212	\$ 500.00		Management Services - August
Monthly Contract Sub-Total		\$ 500.00		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Supervisor: Jack Koehler	JK080219	\$ 200.00		Supervisor Fee - 08/02/2019
Supervisor: Ryan Sampson	RS080219	200.00	\$ 400.00	Supervisor Fee - 08/02/2019
Regular Services Sub-Total		\$ 400.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 900.00		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

4 Seasons at Crystal Sp. Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
--------	---------------------------	--------	-----------------	----------------------

[] Chairman [] Vice Chairman [] Assistant Secretary

Meritus Districts

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE


Invoice Number: 9212
Invoice Date: Aug 1, 2019
Page: 1

Bill To:

Four Seasons @ Crystal Springs CDD
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Ship to:

Customer ID	Customer PO	Payment Terms	
Four Seasons		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		8/1/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - August		500.00
				

Subtotal	500.00
Sales Tax	
Total Invoice Amount	500.00
Payment/Credit Applied	
TOTAL	500.00



FOUR SEASONS AT CRYSTAL SPRINGS CDD

MEETING DATE: August 2, 2019

DMS Staff Signature 

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Bill Conerly		Salary Waived	\$0.00
Jack Koehler	/	Salary Accepted	\$200.00
Eric Davidson	/	Salary Waived	\$0.00
Ryan Sampson	/	Salary Accepted	\$200.00
Vacant		Salary Waived	\$0.00

JK080219

FOUR SEASONS AT CRYSTAL SPRINGS CDD

MEETING DATE: August 2, 2019

DMS Staff Signature 

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Bill Conerly		Salary Waived	\$0.00
Jack Koehler	/	Salary Accepted	\$200.00
Eric Davidson	/	Salary Waived	\$0.00
Ryan Sampson	/	Salary Accepted	\$200.00
Vacant		Salary Waived	\$0.00

RS 080219

4 Seasons at Crystal Sp. Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9272	\$ 501.00		Management Services - September
Monthly Contract Sub-Total		\$ 501.00		
Variable Contract				
Straley Robin Vericker	17458	\$ 241.50		Professional Services - thru 08/15/2019
Variable Contract Sub-Total		\$ 241.50		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 742.50		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

Meritus Districts

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

Invoice Number: 9272
Invoice Date: Sep 1, 2019
Page: 1

Bill To:

Four Seasons @ Crystal Springs CDD
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Ship to:**Customer ID**

Four Seasons

Customer PO**Payment Terms**

Net Due

Shipping Method

Best Way

Ship Date**Due Date**

9/1/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - September		500.00
		Postage - July		1.00

Subtotal	501.00
Sales Tax	
Total Invoice Amount	501.00
Payment/Credit Applied	
TOTAL	501.00

Straley Robin Vericker

1510 W. Cleveland Street
Tampa, FL 33606
Telephone (813) 223-9400 * Facsimile (813) 223-5043
Federal Tax Id. - 20-1778458

Four Seasons at Crystal Springs
c/o MERITUS DISTRICTS
2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33607

August 29, 2019
Client: 001352
Matter: 000001
Invoice #: 17458

Page: 1

RE: General

For Professional Services Rendered Through August 15, 2019

SERVICES

Date	Person	Description of Services	Hours	
7/18/2019	LB	RESEARCH RE CURRENT PROPERTY OWNERS/DEVELOPER INFORMATION; PREPARE EMAIL TO B. CRUTCHFIELD RE SAME; PREPARE DRAFT RESOLUTION ADOPTING FY 2019/2020 BUDGET AND DRAFT BUDGET FUNDING AGREEMENT.	0.8	
7/31/2019	JMV	PREPARE RESOLUTION FOR CDD BOARD MEETING.	0.3	
7/31/2019	LB	FINALIZE RESOLUTION AND BUDGET FUNDING AGREEMENT FOR FY 2019/2020; PREPARE EMAIL TO B. CRUTCHFIELD TRANSMITTING SAME.	0.2	
Total Professional Services			1.3	\$241.50

PERSON RECAP

Person		Hours	Amount
JMV	John M. Vericker	0.3	\$91.50
LB	Lynn Butler	1.0	\$150.00

DL
514.00
3107

August 29, 2019
Client: 001352
Matter: 000001
Invoice #: 17458

Page: 2

Total Services	\$241.50	
Total Disbursements	\$0.00	
Total Current Charges		\$241.50

PAY THIS AMOUNT	\$241.50
------------------------	-----------------

Please Include Invoice Number on all Correspondence

4 Seasons at Crystal Sp. Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9318	\$ 500.00		Management Services - October
Monthly Contract Sub-Total		\$ 500.00		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Egis	9704	\$ 5,125.00		Insurance 10/01/2019 thru 10/01/2020
Regular Services Sub-Total		\$ 5,125.00		
Additional Services				
DEO	74464	\$ 175.00		FY 2019/2020 Special District Fee - 10/01/2019
Tampa Bay Times	20200 100419	68.30		Notice of Meeting Schedule - 10/04/2019
Additional Services Sub-Total		\$ 243.30		
TOTAL:		\$ 5,868.30		

Approved (with any necessary revisions noted):

Signature

Printed Name

**4 Seasons at Crystal Sp. Community Development District
Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
--------	---------------------------	--------	-----------------	----------------------

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

Invoice Number: 9318
Invoice Date: Oct 1, 2019
Page: 1

Bill To:

Four Seasons @ Crystal Springs CDD
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Ship to:

Customer ID	Customer PO	Payment Terms	
Four Seasons		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		10/1/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - October		500.00

Subtotal	500.00
Sales Tax	
Total Invoice Amount	500.00
Payment/Credit Applied	
TOTAL	500.00



INVOICE

Customer	Four Seasons at Crystal Springs Community Development District
Acct #	888
Date	09/17/2019
Customer Service	Charisse Bitner
Page	1 of 1

Four Seasons at Crystal Springs Community Development Dist
c/o Meritus Corp
2005 Pan Am Circle, Ste 120
Tampa, FL 33607

Payment Information	
Invoice Summary	\$ 5,125.00
Payment Amount	
Payment for:	Invoice#9704
100119386	

Thank You

Please detach and return with payment



Customer: Four Seasons at Crystal Springs Community Development District

Invoice	Effective	Transaction	Description	Amount
9704	10/01/2019	Renew policy	Policy #100119386 10/01/2019-10/01/2020 Florida Insurance Alliance Package - Renew policy Due Date: 9/17/2019 <i>Gen liab - \$ 2819</i> <i>Pub off - \$ 2306</i>	5,125.00
				Total
				\$ 5,125.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC
Lockbox 234021 PO Box 84021
Chicago, IL 60689-4002

(321)233-9939

sclimer@egisadvisors.com

Date

09/17/2019

513.00
450
4,500
539.00
4,500
57
PN

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2019/2020 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 74464			Date Invoiced: 10/01/2019
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2019: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:

Four Seasons at Crystal Springs Community Development District
 Mr. Brian K. Lamb
 2005 Pan Am Circle, Suite 120
 Tampa, FL 33607



2. Telephone: (813) 873-7300
3. Fax: (813) 873-7070
4. Email: brian.lamb@merituscorp.com
5. Status: Independent
6. Governing Body: Elected
7. Website Address: FourSeasons.HOAHomePortal.com
8. County(ies): Hernando
9. Function(s): Community Development
10. Boundary Map on File: 04/04/2008
11. Creation Document on File: 04/04/2008
12. Date Established: 11/06/2007
13. Creation Method: Local Ordinance
14. Local Governing Authority: Hernando County
15. Creation Document(s): County Ordinance 2007-21
16. Statutory Authority: Chapter 190, Florida Statutes
17. Authority to Issue Bonds: Yes
18. Revenue Source(s): Assessments
19. Most Recent Update: 10/05/2018

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: [Signature] Date 10/4/19

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1. This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
2. This special district is in compliance with the reporting requirements of the Department of Financial Services.
3. This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2017/2018 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: _____ Denied: _____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Tampa Bay Times

tampabay.com

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates	Advertiser Name	
10/ 4/19	FOUR SEASONS AT CRYSTAL SPRINGS CDD	
Billing Date	Sales Rep	Customer Account
10/04/2019	Deirdre Almeida	119373
Total Amount Due		Ad Number
\$68.30		0000020200

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
10/04/19	10/04/19	0000020200	Times	Legals CLS	Meeting Schedule	1	2x39 L	\$66.30
10/04/19	10/04/19	0000020200	Tampabay.com	Legals CLS	Meeting Schedule AffidavitMaterial	1	2x39 L	\$0.00 \$2.00
								PO 00 \$0.00 \$68.30
								513.00 4801 DN

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates	Advertiser Name	
10/ 4/19	FOUR SEASONS AT CRYSTAL SPRINGS CDD	
Billing Date	Sales Rep	Customer Account
10/04/2019	Deirdre Almeida	119373
Total Amount Due		Ad Number
\$68.30		0000020200

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO:

TIMES PUBLISHING COMPANY

FOUR SEASONS AT CRYSTAL SPRINGS CDD
ATTN: MERITUS DISTRICTS
2005 PAN AM CIRCLE #300
TAMPA, FL 33607

Received
OCT 11 2019

REMIT TO:

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396

4 Seasons at Crystal Sp. Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9404	\$ 500.00		Management Services - November
Monthly Contract Sub-Total		\$ 500.00		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 500.00		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Invoice Number: 9404
Invoice Date: Nov 1, 2019
Page: 1

Ship to:

Customer ID	Customer PO	Payment Terms	
Four Seasons		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		11/1/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - November		500.00

Subtotal	500.00
Sales Tax	
Total Invoice Amount	500.00
Payment/Credit Applied	
TOTAL	500.00

4 Seasons at Crystal Sp. Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9507	\$ 500.00		Management Services - December
Monthly Contract Sub-Total		\$ 500.00		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 500.00		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

Invoice Number: 9507
Invoice Date: Dec 1, 2019
Page: 1

Four Seasons @ Crystal Springs CDD
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

--

Quantity	Item	Description	Unit Price	Amount
		District Management Services - December		500.00

Subtotal	500.00
Sales Tax	
Total Invoice Amount	500.00
Payment/Credit Applied	
TOTAL	500.00

4 Seasons at Crystal Sp. Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9467	\$ 502.50		Management Services - January
Monthly Contract Sub-Total		\$ 502.50		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Straley Robin Vericker	17859	\$ 100.00		Professional Services through December
Additional Services Sub-Total		\$ 100.00		
TOTAL:		\$ 602.50		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400 * Facsimile (813) 223-5043

Federal Tax Id. - 20-1778458

Four Seasons at Crystal Springs
c/o MERITUS DISTRICTS
2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33607

December 27, 2019

Client: 001352

Matter: 000001

Invoice #: 17859

Page: 1

RE: General

For Professional Services Rendered Through December 15, 2019

SERVICES

Date	Person	Description of Services	Hours	
12/4/2019	KMS	DRAFT RESOLUTION AMENDING THE BUDGET FOR FISCAL YEAR 2018-2019.	0.4	
Total Professional Services			0.4	\$100.00

PERSON RECAP

Person	Hours	Amount
KMS Kristen M. Schalter	0.4	\$100.00

51400
3107
67
DL

December 27, 2019
Client: 001352
Matter: 000001
Invoice #: 17859

Page: 2

Total Services	\$100.00	
Total Disbursements	\$0.00	
Total Current Charges		\$100.00

PAY THIS AMOUNT	\$100.00
------------------------	-----------------

Please Include Invoice Number on all Correspondence

4 Seasons at Crystal Sp. Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9559	\$ 500.00		Management Services - February
Monthly Contract Sub-Total		\$ 500.00		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Meritus Districts	9607	\$ 833.35		Charges for the difference between actual and billed from Oct 19 to Feb 20
Additional Services Sub-Total		\$ 833.35		
TOTAL:		\$ 1,333.35		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

Invoice Number: 9559
Invoice Date: Feb 1, 2020
Page: 1

Bill To:
Four Seasons @ Crystal Springs CDD
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Ship to:	

Customer ID	Customer PO	Payment Terms	
Four Seasons		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		2/1/20

Quantity	Item	Description	Unit Price	Amount
		District Management Services - February		500.00

Subtotal	500.00
Sales Tax	
Total Invoice Amount	500.00
Payment/Credit Applied	
TOTAL	500.00

Meritus Districts

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

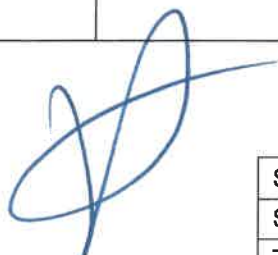
Invoice Number: 9607
Invoice Date: Feb 11, 2020
Page: 1

Bill To:
Four Seasons @ Crystal Springs CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607

Ship to:

Customer ID	Customer PO	Payment Terms	
Four Seasons		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		2/11/20

Quantity	Item	Description	Unit Price	Amount
		Difference between charges for services that should have been billed and actual billing for period 10/1/19 - 2/29/20:		
		Website Administration		833.35



Subtotal	833.35
Sales Tax	
Total Invoice Amount	833.35
Payment/Credit Applied	
TOTAL	833.35

4 Seasons at Crystal Sp. Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9642	\$ 668.67		March 2020 Management Services Charge
Monthly Contract Sub-Total		\$ 668.67		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 668.67		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

Invoice Number: 9642
Invoice Date: Mar 1, 2020
Page: 1

Bill To:
Four Seasons @ Crystal Springs CDD
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Ship to:

Customer ID	Customer PO	Payment Terms	
Four Seasons		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		3/1/20

Quantity	Item	Description	Unit Price	Amount
		District Management Services - March		500.00
		Website Administration		166.67
		Postage - January		2.00

Subtotal	668.67
Sales Tax	
Total Invoice Amount	668.67
Payment/Credit Applied	
TOTAL	668.67

Four Seasons at Crystal Springs Community Development District

Financial Statements
(Unaudited)

Period Ending
March 31, 2020



Meritus Districts
2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607-1775
Phone (813) 873-7300 ~ Fax (813) 873-7070

Four Seasons at Crystal Springs CDD

Balance Sheet

As of 3/31/2020
(In Whole Numbers)

	<u>General Fund</u>	<u>Total</u>
Assets		
Cash-Operating Account	549	549
Prepaid Expenses	0	0
Prepaid Insurance-Gen Liab	0	0
Prepaid Insurance-Professional Liability	0	0
Other	<u>0</u>	<u>0</u>
Total Assets	<u>549</u>	<u>549</u>
Liabilities		
Accounts Payable	30	30
Other	<u>225</u>	<u>225</u>
Total Liabilities	<u>255</u>	<u>255</u>
Fund Equity & Other Credits		
Contributed Capital		
Fund Balance-Unreserved	559	559
Other	<u>(265)</u>	<u>(265)</u>
Total Fund Equity & Other Credits Contributed Capital	<u>294</u>	<u>294</u>
Total Liabilities & Fund Equity	<u>549</u>	<u>549</u>

Four Seasons at Crystal Springs CDD

Income Statement

001 - General Fund
From 10/1/2019 Through 3/31/2020
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Contributions & Donations From Private Sources				
Developer Contributions	15,605	9,373	(6,232)	(40)%
Total Revenues	15,605	9,373	(6,232)	(40)%
Expenditures				
Financial & Administrative				
District Manager	6,000	3,000	3,000	50 %
District Engineer	500	0	500	100 %
Postage, Phone, Faxes, Copies	0	5	(5)	0 %
Public Officials Insurance	2,500	2,306	194	8 %
Legal Advertising	800	68	732	91 %
Bank Fees	105	135	(30)	(29)%
Dues, Licenses & Fees	175	175	0	0 %
Website Administration	2,000	1,000	1,000	51 %
Legal Counsel				
District Counsel	500	130	370	74 %
Other Physical Environment				
Property & Casualty Insurance	3,025	2,819	206	7 %
Total Expenditures	15,605	9,638	5,967	38 %
Excess Of Revenues Over (Under) Expenditures	0	(265)	(265)	0 %
Fund Balance, Beginning of Period	0	559	559	0 %
Fund Balance, End of Period	0	294	294	0 %

Four Seasons at Crystal Springs CDD
Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 03/31/2020
Reconciliation Date: 3/31/2020
Status: Locked

Bank Balance	748.75
Less Outstanding Checks/Vouchers	200.00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	548.75
Balance Per Books	<u>548.75</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

Four Seasons at Crystal Springs CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 03/31/2020
Reconciliation Date: 3/31/2020
Status: Locked

Outstanding Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1135	7/1/2019	System Generated Check/Voucher	200.00	Jack Nelson Koehler
Outstanding Checks/Vouchers			200.00	

Four Seasons at Crystal Springs CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 03/31/2020
Reconciliation Date: 3/31/2020
Status: Locked

Cleared Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1150	3/12/2020	System Generated Check/Voucher	2,002.02	Meritus Districts
Cleared Checks/Vouchers			2,002.02	

Four Seasons at Crystal Springs CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 03/31/2020

Reconciliation Date: 3/31/2020

Status: Locked

Cleared Deposits

<u>Deposit Number</u>	<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>
	000746	3/9/2020	Developer Funding - 03.09.2020	2,002.02
	CR032	3/31/2020	March Bank Activity	<u>(15.00)</u>
Cleared Deposits				<u>1,987.02</u>