

**District:** CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT

**Date of Meeting:** Thursday, May 1, 2025

**Time:** 9:00 A.M.

**Location:** 1230 Club Cresswind Way,  
DeLand, FL 32724

**Zoom:**

**Dial In:** +1-305-224-1968

**Meeting ID:** 492 506 1038

**Passcode:** 543210

## ***Regular Meeting Agenda***

*For the full agenda packet, please contact: [monica@hikai.com](mailto:monica@hikai.com)*

- I. Call to Order / Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual on agenda items)*
- III. Business Items**
  - A. Acceptance of Board of Supervisor Resignation - Justin P. Allen
  - B. Consideration of First Amendment to the HOA/CDD Maintenance Agreement **Exhibit 01**
    - i. Non-Exclusive Perpetual Utility Agreement **Exhibit 02**
    - ii. Assignment of Plat Dedication **Exhibit 03**
  - C. **Consideration of Resolution 2025- 01**; Designating Primary Administrative Office Headquarters **Exhibit 04**
  - D. **Consideration of Resolution 2025- 02**; Authorizing Bank Account Signatories **Exhibit 05**
  - E. **Consideration of Resolution 2025- 03**; Re-Designation of Officers **Exhibit 06**
  - F. Announcement of Qualified Electors of the District as of April 15, 2025 **Exhibit 07**
- IV. Consent Agenda**
  - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held February 06, 2025 **Exhibit 08**
  - B. Consideration of February 2025 Unaudited Financial Statements **Exhibit 09**
  - C. Consideration of March 2025 Unaudited Financial Statements **Exhibit 10**
- V. Staff Reports**
  - A. District Manager  
Lake Pros Field Service Reports **Exhibit 11**
  - B. District Attorney
  - C. District Engineer
- VI. Audience Comments – New Business** – *(limited to 3 minutes per individual)*
- VII. Supervisor Requests**
- VIII. Adjournment**

# **EXHIBIT 1**

**[Return to Agenda](#)**

## FIRST AMENDMENT TO CDD / HOA MAINTENANCE AGREEMENT

This First Amendment to the CDD / HOA Maintenance Agreement ("**Amendment**") is made and entered into, to be effective, as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**Cresswind Deland Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Deland, Florida, and whose mailing address is c/o Kai Connected, LLC, 2502 N Rocky Point Dr Tampa, FL 33607 ("**District**"); and

**Cresswind Deland Homeowners Association, Inc.**, a Florida not-for-profit corporation, whose address is 4807 PGA Blvd., Palm Beach Gardens, Florida 33418 ("**Association**").

**WHEREAS**, the parties previously entered into that certain *CDD / HOA Maintenance Agreement*, dated May 29, 2024 ("**Agreement**") whereby the District authorized the Association to provide certain operation and maintenance services for the District's improvements; and

**WHEREAS**, the parties additionally desire for the Association to provide operation and maintenance services of the improvements outlined in **Exhibit A** attached hereto.

**NOW THEREFORE**, in consideration of the recitals set forth above and the terms and conditions provided below, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Amendment.
2. **SCOPE OF SERVICES AND COMPENSATION.** The parties agree that the Agreement is hereby amended and restated to include the operation and maintenance of the District owned improvements outlined in **Exhibit A**, ("**Scope of Services**"). As stated in Section 3 of the Agreement, the Association shall provide the Scope of Services at no cost to the District.
3. **AFFIRMATION OF THE AGREEMENT.** The parties agree that nothing contained herein shall alter or amend the parties' rights and responsibilities under the Agreement, except to the extent set forth in Section 2 of this Amendment. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.
4. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the parties, the parties have complied with all the requirements of law, and the parties have full power and authority to comply with the terms and provisions of this instrument.
5. **EFFECTIVE DATE.** This Amendment shall be effective after execution by the parties.
6. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**IN WITNESS WHEREOF**, the District and Association have caused this Amendment to be executed as of the day and year first above written.

**CRESSWIND DELAND COMMUNITY  
DEVELOPMENT DISTRICT**

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

**CRESSWIND DELAND HOMEOWNERS  
ASSOCIATION, INC.**

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

**Exhibit A:**      Scope of Services

## **EXHIBIT A**

### **DISTRICT IMPROVEMENTS**

The Association shall perform the Work for the following Improvements:

- Landscaping & Irrigation located on Stormwater Tracts: CN-1, P-1, P-2, P-3, P-4, and P-5

### **MAINTENANCE PROGRAM**

- ***Landscaping/Irrigation***
  - HOA shall conduct common mowing of the District common areas.
  - HOA shall conduct weeding, edging and tree trimming on an as needed basis.
  - HOA shall provide pest control, fertilizer and mulch to all common area flower/tree beds and other landscaping on a schedule necessary to meet community standards.
  - HOA shall inspect and maintain the irrigation system within the District common areas on an as-needed basis and to ensure that it is properly functioning.

# **EXHIBIT 2**

**[Return to Agenda](#)**

This instrument was prepared by:

(This space reserved for Clerk)

Jere Earlywine  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301

**NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT  
(Irrigation)**

**THIS NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**KH CW Deland, LLC**, a Florida limited liability company, whose address is 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444 ("**Developer**"); and

**Cresswind Deland Homeowners Association, Inc.**, a Florida not-for-profit corporation, whose address is 4807 PGA Blvd, Palm Beach Gardens, Florida 33418 ("**Association**"); and

**Cresswind Deland Community Development District**, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, and whose address is c/ Kai Connected, LLC, 2502 N Rocky Point Dr Tampa, FL 33607 ("**District**").

**Recitals**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

**WHEREAS**, the Developer desires to formally grant to, and/or clarify the terms of, the utility easements over the properties more particularly described herein for the purposes of the District operating and maintaining the irrigation system; and

**WHEREAS**, Developer and Association each grant to the District a perpetual easement over the Easement Areas as defined herein, and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

**NOW, THEREFORE**, for good and valuable consideration and the mutual covenants of all parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement.

2. **GRANT OF NON-EXCLUSIVE EASEMENT.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, P, Q, R, S and T, roadways and all utility easement areas including those labeled “Utility Easements” and “Irrigation Easements,” as identified on the plat entitled, ***Cresswind Deland Phase 1, as recorded at Plat Book 65, Pages 115-132, of the Official Records of Volusia County, Florida.***

3. **INCONSISTENT USE.** Developer and Association agree and covenant that it shall not grant or exercise any rights in the property inconsistent with, or which interfere with, the rights herein accorded to District. Developer and Association shall be free to make any use of the property which is consistent with District’s intended use.

4. **DEFAULT.** A default by any party under this Utility Easement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

5. **MODIFICATION; WAIVER.** No modification or amendment of this Utility Easement may be made except by written agreement between the parties. No failure by any person or entity now or hereafter bound by this Utility Easement to insist upon the strict performance of any covenant, duty, agreement or condition of this Utility Easement, or to exercise any right or remedy upon a breach of this Utility Easement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. Any person or entity now or hereafter bound by any provision of this Utility Easement may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto; provided, however, that such waiver must be affected by a written instrument signed by the waiving party.

6. **ATTORNEYS’ FEES.** In the event that either party seeks to enforce this Utility Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. **NOTICES.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Utility Easement shall be effective and valid only if in writing, signed by the party giving notice and



delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

**To District:** Cresswind Deland Community Development District  
c/o Kai Connected, LLC  
2502 Rocky Point Dr Suite 1000  
Tampa, Florida 33607  
Attn:

**With a copy to:** Kutak Rock, LLP  
107 W. College Ave  
Tallahassee, Florida 32301  
Attn: District Counsel

**To Developer:** KH CW Deland, LLC  
105 NE 1<sup>st</sup> Street  
Delray Beach, Florida 33444

**To Association:** Cresswind Homeowners  
Association, Inc.  
6972 Lake Gloria Blvd.  
Orlando, FL 32809

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Developer may deliver Notice on behalf of District and Developer.

**8. THIRD PARTIES.** This Utility Easement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Utility Easement. Nothing in this Utility Easement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Utility Easement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Utility Easement against any interfering third party. Nothing contained in this Utility Easement shall limit or impair the District's right to protect its rights from interference by a third party.

**9. CONTROLLING LAW.** This Utility Easement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue shall be in Volusia County, Florida.

**10. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Utility Easement are public records and are to be treated as such in accordance with Florida law.

**11. BINDING EFFECT.** This Utility Easement and all of the provisions of this Utility Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Area.

**12. AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Utility Easement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

**13. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared to be severable.

**14. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**15. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein.

**IN WITNESS WHEREOF**, the Developer has hereunto set its hand and seal the day and year first above written.

**KH CW DELAND, LLC**, a Florida limited liability company

_____	By: _____
Witness Name: _____	Name: _____
Address: _____	Title: _____
_____	

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ( ☐ ) physical presence or ( ☐ ) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, for and on behalf of said entity. He/She [ ☐ ] is personally known to me or [ ☐ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

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

\_\_\_\_\_  
Printed Name of Notary Public

**IN WITNESS WHEREOF**, the Association has hereunto set its hand and seal the day and year first above written.

**CRESSWIND DELAND HOMEOWNERS  
ASSOCIATION, INC.**, a Florida not-for-profit  
corporation

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of (\_\_\_) physical presence or (\_\_\_) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of Cresswind Deland Homeowners Association, Inc., a Florida not-for-profit corporation, for and on behalf of said entity. He/She [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

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

\_\_\_\_\_  
Printed Name of Notary Public

**IN WITNESS WHEREOF**, the District has hereunto set its hand and seal the day and year first above written.

**CRESSWIND DELAND COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ( ☐ ) physical presence or ( ☐ ) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as Chairman of the Board of Supervisors of the Cresswind Deland Community Development District, special-purpose unit of local government, for and on behalf of said entity. He [ ☐ ] is personally known to me or [ ☐ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

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

\_\_\_\_\_  
Printed Name of Notary Public

# **EXHIBIT 3**

**[Return to Agenda](#)**

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Jere Earlywine  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301

### **ASSIGNMENT OF PLAT DEDICATION**

**THIS ASSIGNMENT OF PLAT DEDICATION** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by **CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 4807 PGA Boulevard, Palm Beach Gardens, Florida 33418 ("**Assignor**"), in favor of **CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**, a unit of special-purpose local government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Kai Connected, LLC, 2502 N Rocky Point Dr Tampa, FL 33607 ("**Assignee**").

(Wherever used herein, the terms "Assignor" and "Assignee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

### **WITNESSTH:**

That Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, transfer, and assign to Assignee the original dedication of rights to Assignor and with respect to:

**"Irrigation Easements," as identified in the plat known as *Cresswind Deland Phase 1*, as recorded at Plat Book 65, Pages 115-132, of the Official Records of Volusia County, Florida.**

This Assignment shall be for the use and benefit of Assignee and Assignee's successors and assigns forever.

This Assignment shall be binding on Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

**IN WITNESS WHEREOF**, Assignor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

**WITNESSES**

**CRESSWIND DELAND HOMEOWNERS  
ASSOCIATION, INC.**, a Florida not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of Cresswind Deland Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

[CONTINUED ON FOLLOWING PAGE]



This Assignment of Plat Dedication is accepted by:

**WITNESSES**

**CRESSWIND DELAND COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence  
or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_ as \_\_\_\_\_ of Cresswind Deland Community  
Development District, a unit of special-purpose local government established pursuant to  
Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in  
person, and who is either personally known to me, or produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

# **EXHIBIT 4**

**[Return to Agenda](#)**

**RESOLUTION 2025-01**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE  
CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT  
DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE OF THE  
DISTRICT; DESIGNATING THE PRINCIPAL HEADQUARTERS OF THE  
DISTRICT; DIRECTING THE DISTRICT MANAGER TO PERFORM  
CERTAIN ACTIONS; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

**Section 1.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2502 N. Rocky Point Dr. Suite 1000, Tampa, FL 33607.

**Section 2.** The District’s principal headquarters for purposes of establishing proper venue shall be located at 2502 N. Rocky Point Dr. Suite 1000, Tampa, FL 33607.

**Section 3.** The District Manager is hereby directed to post this information on the District website and prominently post the contact information for the District’s custodian of public records in the agency’s primary administrative building

**Section 4.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 1st DAY OF May , 2025.**

**ATTEST:**

**CRESSWIND DELAND COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/ Vice Chair of the Board of Supervisors

# **EXHIBIT 5**

**[Return to Agenda](#)**

## RESOLUTION 2025-02

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE

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

**WHEREAS**, the Board of Supervisors of the District (the "**Board**") previously adopted a resolution appointing certain employees of the District management company as officers of the District to perform services on behalf of the District; and

**WHEREAS**, the Board desires to designate new authorized officers for the District's accounts.

#### **NOW THEREFORE, BE IT RESOLVED BY THE BOARD:**

1. **Incorporation of Recitals.** The above recitals are true and correct and by this reference are incorporated into and form a material part of this resolution.
2. **Additional Authorized Officers for District Accounts.** As District officers, Andy Mendenhall (Secretary), Kerri Robertson (Treasurer), and Sonia Valentin (Assistant Treasurer) are authorized to administer the District's accounts, as soon as practical and effective immediately.
3. **Expiration for Previous Authorized Officers for District Accounts** All previous signers on the District's accounts will be automatically removed effective as of May 1, 2025.
4. **Conflicts.** Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
5. **Effective Date.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 1st DAY OF May, 2025.**

**ATTEST:**

**CRESSWIND DELAND COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/ Vice Chair of the Board of Supervisors

# **EXHIBIT 6**

**[Return to Agenda](#)**

**RESOLUTION 2025-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
DESIGNATING THE OFFICERS OF CRESSWIND DELAND  
COMMUNITY DEVELOPMENT DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per F.S. 190.006(6).

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

1. The following persons are elected to the offices shown, to wit:

<u>Emily Vaughn</u>	Chair
<u>Brad Walker</u>	Vice-Chair
<u>Andy Mendenhall</u>	Secretary
<u>Kerri Robertson</u>	Treasurer
<u>Sonia Valentin</u>	Assistant Treasurer
<u>Mark Bines</u>	Assistant Secretary
<u>Rob Fisher</u>	Assistant Secretary
_____	Assistant Secretary

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

**PASSED AND ADOPTED** this 1st day of May 2025.

**ATTEST:**

**CRESSWIND DELAND COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair / Vice Chair of the Board of Supervisors

# **EXHIBIT 7**

**[Return to Agenda](#)**



**From:** [Lisa Lewis](#)  
**To:** [Monica Alvarez](#)  
**Subject:** Re: [EX] RE: Qualified Electors 2025 - Cresswind DeLand - Volusia County  
**Date:** Wednesday, April 30, 2025 3:29:14 PM  
**Attachments:** [image001.png](#)

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I mailed the letter last week. If memory serves me correctly, there are 66 voters.

Let me call my office and verify. I'll be right back with you.  
Sent from my iPhone

On Apr 30, 2025, at 2:49 PM, Monica Alvarez <[monica@hikai.com](mailto:monica@hikai.com)> wrote:

**CAUTION:** This email originated from outside Volusia County's email system. **DO NOT CLICK** links or attachments unless you recognize the sender and/or know the content is safe.

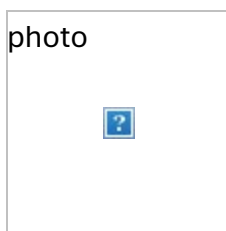
Hi Lisa,

Is this available yet? We're presenting this to the board at their meeting tomorrow?

Please advise at your earliest convenience.

Thank you!

cheers to happy living,



**monica alvarez**  
administrative coordinator

- ☐ [813.565.4663](tel:813.565.4663)
- ☐ [monica@hikai.com](mailto:monica@hikai.com)
- ☐ [www.hikai.com](http://www.hikai.com)
- ☐ formerly breeze

To remain in compliance with Florida Statutes, please avoid using 'Reply All' in Board communications.

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**From:** Monica Alvarez  
**Sent:** Thursday, April 24, 2025 3:53 PM  
**To:** 'Lisa Lewis' <[LLewis@volusia.org](mailto:LLewis@volusia.org)>  
**Subject:** RE: Qualified Electors 2025 - Cresswind DeLand - Volusia County

Hi Lisa,

# **EXHIBIT 8**

**[Return to Agenda](#)**

**MINUTES OF 12/01/2023 MEETING**  
**CRESSWIND DELAND**  
**COMMUNITY DEVELOPMENT DISTRICT**

The Organizational Meeting of the Board of Supervisors of the Cresswind Deland Community Development District was held on Thursday, February 6, 2025 at 9:00 a.m. at Victoria Hills Golf Club, 300 Spalding Way, DeLand, Florida 32724.

**FIRST ORDER OF BUSINESS – Call to Order / Roll Call**

Ms. Thibault called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Emily Vaughn	Board Supervisor, Chairwoman
Brad Walker	Board Supervisor, Vice Chairman
Rob Fisher	Board Supervisor, Assistant Secretary
Mark Bines	Board Supervisor, Assistant Secretary

Also present were:

Patricia Thibault	District Manager, Breeze
Jere Earlywine	District Counsel, Kutak Rock
Jonn	Community Association Manager, Breeze

*The following is a summary of the discussions and actions taken at the February 6, 2025 Cresswind DeLand CDD Board of Supervisors Organizational Meeting.*

**SECOND ORDER OF BUSINESS – Audience Comments– (limited to 3 minutes per individual for agenda items)**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS – Business Items**

- A. Exhibit 1: Consideration of Agreement for Fountain Installation Services Between Cresswind DeLand Community Development District and Lake Pros, LLC in the Amount of \$16,480.00
- B. Exhibit 2: Consideration of Amendment to Agreement for Pond Maintenance Services for Fountain Installation Services between Cresswind DeLand Community Development District and Lake Pros, LLC in the Amount of \$16,480.00 (White LED Light Kit)
- C. Exhibit 3: Consideration of Fountain Installation Services between Cresswind DeLand Community Development District and Lake Pros, LLC in the Amount of \$17,70.00 (Colored LED Light Kit)
- D. Exhibit 4: Consideration of Agreement for Pump Station Maintenance Services Between Cresswind DeLand Community Development District and Siteone Landscape Supply, LLC in the Amount of \$1,775.00 Per Visit for Seven (7) Pump Stations and Field Services Outside Scope of Work for \$155 Per Hour Rate Effective January 1, 2025

1. Exhibit 5: Siteone Green Tech Pump Service Agreement

Ms. Vaughn confirmed the decision to proceed with colored lights after discussion with other partners.

On a MOTION by Mr. Walker, SECONDED by Ms. Vaughn, WITH ALL IN FAVOR, the Board approved the Consideration of Fountain Installation Services between Cresswind DeLand Community Development District and Lake Pros, LLC in the Amount of \$17,70.00 (Colored LED Light Kit) and the Consideration of Agreement for Pump Station Maintenance Services Between

**Cresswind DeLand Community Development District and Siteone Landscape Supply, LLC in the Amount of \$1,775.00 Per Visit for Seven (7) Pump Stations and Field Services Outside Scope of Work for \$155 Per Hour Rate Effective January 1, for the Cresswind DeLand Community Development District.**

**FOURTH ORDER OF BUSINESS – Consent Agenda**

- A. Exhibit 6: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held August 22, 2024
- B. Exhibit 7: Consideration of September and December Unaudited Financial Statements
- C. Ratification of Proposals, Contracts and Agreements
  - 1. Exhibit 8: Acquisition of Cresswind DeLand Phase 1 Additional Utilities & Hardscape Improvements
  - 2. Exhibit 9: EMMA Filing Assistance Software as a Services License Agreement between Cresswind DeLand Community Development District and Disclosure Technology Services, LLC
  - 3. Exhibit 10: Accurate Fence Proposal Project Acceptance & Agreement October 22, 2024, Hurricane Damage Aluminum Fence \$3762.00

On a MOTION by Ms. Vaughn, SECONDED by Mr. Fisher, WITH ALL IN FAVOR, the Board approved **Consent Agenda A through C**, for the Cresswind DeLand Community Development District.

**FIFTH ORDER OF BUSINESS – Staff Reports**

- A. District Manager

There being none, the next item followed.
- B. District Attorney

There being none, the next item followed.
- C. District Engineer

There being none, the next item followed.

**SIXTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per individual)**

**SEVENTH ORDER OF BUSINESS – Supervisors Requests**

Ms. Vaughn reported additional minor damage, likely caused by the friendly bear making another escape. While the damage is limited to a small section, a gate needs to be installed in front of the company's utilities. To address this, some of the existing fencing can be relocated to cover the damaged area.

Ms. Thibault noted that a large bear has been pulling apart the black pickets to gain access and speculated that the bear causing damage might be the same one that previously visited her house, as she has not seen it there for some time.

Ms. Vaughn mentioned that the bear has been making frequent visits to the area, particularly around the dumpster. Ms. Vaughn observed that the bear is actively trying to escape, forcefully pushing through barriers and is considering placing a bear feeder, but wants to position it far enough from residential areas to prevent bears from approaching people's homes.

Ms. Vaughn is reminding about the plan to hold a meeting with residents for educational purposes regarding the CDD, acknowledging that both Mr. Jonn and Ms. Thibault had expressed willingness to participate, and stressing the need to schedule it.

Mr. Jonn is expressing enthusiasm about the meeting and offering his availability. He mentions being nearby the neighborhood recently, indicating he's in the area often and flexible with timing. Confirmed he's in the area almost every week, with the exception of a trip out west in two weeks. He offers flexibility and asks to be informed about the available weeks and days for the meeting.

Ms. Vaughn mentions that Mr. Bines suggested scheduling the meeting and believed it would be a good idea. She noted that the calendar for February is already set, so early March would be the ideal time for the meeting.

#### **EIGHTH ORDER OF BUSINESS – Adjournment**

Ms. Thibault asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Ms. Vaughn made a motion to adjourn the meeting.

On a MOTION by Ms. Vaughn, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board adjourned the meeting for the Cresswind DeLand Community Development District.

*\*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:      Secretary      Assistant Secretary**

**Title:      Chairman      Vice Chairman**

# **EXHIBIT 9**

**[Return to Agenda](#)**

**Cresswind DeLand  
Community Development District**

**Financial Statements  
(Unaudited)**

**February 28, 2025**

**CRESSWIND DELAND CDD  
BALANCE SHEET  
FEBRUARY 28, 2025**

	GENERAL FUND	DEBT SERVICE FUND	CONSTRUCTION FUND	TOTAL FUNDS
<b>1 ASSETS</b>				
2 CASH-OPERATING ACCOUNT	\$ 7,313	\$ -	\$ -	\$ 7,313
3 DEBT SERVICE:				
4 REVENUE	-	22,784	-	22,784
5 INTEREST	-	2,414	-	2,414
6 RESERVE	-	184,950	-	184,950
7 COST OF ISSUANCE	-	14	-	14
8 CONSTRUCTION	-	-	1,459	1,459
9 ACCOUNTS RECEIVABLE - OFF ROLL ASSESSMENTS	5,267	18,495	-	23,763
10 ACCOUNTS RECEIVABLE	-	-	-	-
11 PREPAIDS	-	-	-	-
12 DEPOSITS	-	-	-	-
<b>13 TOTAL ASSETS</b>	<b>\$ 12,581</b>	<b>\$ 228,657</b>	<b>\$ 1,459</b>	<b>\$ 242,697</b>
<b>14 LIABILITIES AND FUND BALANCE</b>				
<b>15 LIABILITIES</b>				
16 ACCOUNTS PAYABLE	\$ 1,789	\$ -	\$ -	\$ 1,789
17 DEFERRED REVENUE	5,267	-	-	5,267
<b>18 TOTAL LIABILITIES</b>	<b>7,057</b>	<b>-</b>	<b>-</b>	<b>7,057</b>
<b>19 FUND BALANCES</b>				
20 UNRESTRICTED	5,524	-	-	5,524
21 RESTRICTED	-	228,657	1,459	230,116
22 TOTAL EQUITY	5,524	228,657	1,459	235,640
<b>23 TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 12,581</b>	<b>\$ 228,657</b>	<b>\$ 1,459</b>	<b>\$ 242,697</b>



**CRESSWIND DELAND  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
FOR THE PERIOD BEGINNING OCTOBER 1,2024 THROUGH FEBRUARY 28, 2025**

	<b>FY 2025 BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE YTD vs Actual YTD FAV (UNFAV)</b>
<b>1 REVENUE</b>				
2 DEVELOPER FUNDING	\$ 211,905	\$ 88,294	\$ 45,036	\$ (43,258)
3 ON ROLL TAX ASSESSMENTS			-	
4 LOT CLOSINGS	-	-	12,681	\$ 12,681
<b>5 TOTAL REVENUE</b>	<b>211,905</b>	<b>88,294</b>	<b>57,716</b>	<b>(43,258)</b>
<b>6 EXPENDITURES</b>				
<b>7 GENERAL ADMINISTRATIVE</b>				
8 MANAGEMENT CONSULTING SERVICES	47,000	19,583	19,583	(0)
9 BANK FEES	500	208	82	126
10 AUDITING SERVICES	5,500	2,292	-	2,292
11 INSURANCE	5,500	2,292	5,208	(2,916)
12 REGULATORY AND PERMIT FEES	175	73	200	(127)
13 LEGAL ADVERTISEMENTS	4,500	1,875	-	1,875
14 ENGINEERING SERVICES	10,000	4,167	-	4,167
15 LEGAL SERVICES	25,000	10,417	1,927	8,490
16 WEBSITE HOSTING	2,015	840	615	225
17 ADMINISTRATIVE CONTINGENCY	10,000	4,167	705	3,461
<b>18 TOTAL GENERAL ADMINISTRATIVE</b>	<b>110,190</b>	<b>45,913</b>	<b>28,320</b>	<b>17,592</b>
<b>19 DEBT ADMINISTRATION:</b>				
20 DISSEMINATION AGENT	5,000	2,083	7,500	(5,417)
21 TRUSTEE FEES	4,040	1,683	-	1,683
22 ARBITRAGE	475	198	-	198
<b>23 TOTAL DEBT ADMINISTRATION</b>	<b>9,515</b>	<b>3,965</b>	<b>7,500</b>	<b>(3,535)</b>
<b>24 PHYSICAL ENVIRONMENT</b>				
25 AQUATIC MAINTENANCE	19,200	8,000	7,500	500
26 AERATORS	15,000	6,250	-	6,250
27 WETLAND MAINTENANCE	2,800	1,167	-	1,167
28 PUMP & WELL REPAIR & MAINTENANCE	5,200	2,167	1,775	392
29 PHYSICAL ENVIRONMENT CONTINGENCY	50,000	20,833	3,762	17,071
<b>30 TOTAL PHYSICAL ENVIRONMENT</b>	<b>92,200</b>	<b>38,417</b>	<b>13,037</b>	<b>25,380</b>
<b>31 TOTAL EXPENDITURES</b>	<b>211,905</b>	<b>88,294</b>	<b>48,857</b>	<b>39,437</b>
<b>32 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>8,859</b>	<b>8,859</b>
<b>33 FUND BALANCE - BEGINNING</b>			<b>(3,335)</b>	
<b>34 FUND BALANCE - ENDING</b>			<b>\$ 5,524</b>	

**CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**  
**CASH RECONCILIATION - GENERAL FUND**  
**FEBRUARY 28, 2025**

	<u><b>Bank United (Operating Acct)</b></u>
Balance Per Bank Statement	21,732.07
Plus: Deposits in Transit	-
Less: Outstanding Checks	(14,419.50)
<i>Adjusted Bank Balance</i>	<u><u><b>\$ 7,312.57</b></u></u>

Beginning Cash Balance Per Books	899.86
Cash Receipts	33,839.28
Cash Disbursements	(27,426.57)
<i>Balance Per Books</i>	<u><u><b>\$ 7,312.57</b></u></u>

**CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**

**Check Register**

**FY2025**

Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	HB Acct Balance
<b>09/30/2024</b>		<b>EOY Balance</b>				<b>11,736.04</b>
10/1/2024	100012	Kutak Rock LLP	Invoice: 3410138 (Reference: For Professional Legal Services Rendered. ) Invoice: 34101	5,817.87		5,918.17
10/2/2024		Kolter Homes			1,619.10	7,537.27
10/7/2024			VOID: Deposit		0.00	7,537.27
10/7/2024		Kolter Homes			431.48	7,968.75
10/7/2024		Kolter Homes			517.78	8,486.53
10/7/2024		Kolter Homes			345.19	8,831.72
10/7/2024		Kolter Homes			22.57	8,854.29
10/7/2024		Kolter Homes			431.48	9,285.77
10/7/2024		Kolter Homes			431.48	9,717.25
10/7/2024		Kolter Homes			431.48	10,148.73
10/7/2024		Kolter Homes			431.48	10,580.21
10/15/2024	100013	Kutak Rock LLP	Invoice: 3395171 (Reference: Professional Legal Services Rendered. ) Invoice: 3438611	5,290.68		5,289.53
10/28/2024		Kolter Homes			9,794.47	15,084.00
10/28/2024		Kolter Homes			1,739.50	16,823.50
10/28/2024		Kolter Homes			734.00	17,557.50
10/28/2024		Kolter Homes			7,916.67	25,474.17
10/30/2024	100014	Ormond Beach Observer.	Invoice: 24-003961 (Reference: Public Hearing on August 22, 2024. ) Invoice: 24-003871	461.13		25,013.04
10/30/2024	100015	Breeze Connected, LLC, CDD	Invoice: 3677 (Reference: Professional Management. ) Invoice: 4024 (Reference: Profess	11,750.01		13,263.03
10/30/2024	100016	Lake Pros LLC	Invoice: 1683 (Reference: Pond Maintenance Service. ) Invoice: 1815 (Reference: Pond M	3,000.00		10,263.03
10/30/2024	100017	Kutak Rock LLP	Invoice: 3451731 (Reference: For Professional Legal Services Rendered. ) Invoice: 3424	2,473.50		7,789.53
<b>10/31/2024</b>				<b>28,793.19</b>	<b>24,846.68</b>	<b>7,789.53</b>
11/1/2024	100018	DISCLOSURE TECHNOLOGY SERVICES, LLC	Invoice: 1215 (Reference: DTS MUNI ? CDA SaaS, 1 Year Subscription. )	2,500.00		5,289.53
11/27/2024	100019	Florida Dept of Economic Opportunity	VOID: Invoice: 91707 (Reference: Annual District Filing Fee. )			5,289.53
<b>11/30/2024</b>				<b>2,500.00</b>	<b>0.00</b>	<b>5,289.53</b>
12/10/2024	Online	Florida Dept of Economic Opportunity	VOID: Annual District Filing Fee.-paid by Kaylee billed by Breeze			5,289.53
12/13/2024	100020	Lake Pros LLC	Invoice: 1469 (Reference: Pond Maintenance Service. )	1,500.00		3,789.53
12/26/2024		Kolter Homes			431.48	4,221.01
12/26/2024		Kolter Homes			517.78	4,738.79
12/26/2024		Kolter Homes			431.48	5,170.27
12/26/2024		Kolter Homes			175.00	5,345.27
12/26/2024		Kolter Homes			273.07	5,618.34
12/31/2024	593		Stop payment fee	30.00		5,588.34
<b>12/31/2024</b>				<b>1,530.00</b>	<b>1,828.81</b>	<b>5,588.34</b>
1/10/2025			Deposit		1,200.00	6,788.34
1/10/2025			Deposit		2,135.40	8,923.74
1/10/2025		Kolter Homes			6,124.76	15,048.50
1/10/2025		Kolter Homes			1,200.00	16,248.50
1/10/2025		Kolter Homes			5,629.08	21,877.58
1/10/2025		Kolter Homes			5,746.84	27,624.42
1/13/2025	100021	Breeze Connected, LLC	Invoice: 4057 (Reference: Localiq - Advertisement, and FedEx - 9/13. ) Invoice: 4151 (Ref	13,408.07		14,216.35
1/13/2025	100022	Lake Pros LLC	Invoice: 1929 (Reference: Pond Maintenance Service. ) Invoice: 2052 (Reference: Pond M	3,000.00		11,216.35
1/13/2025	100023	Breeze	Invoice: 19711 (Reference: Service Area CDD - Monthly. )	1,200.00		10,016.35
1/13/2025	100024	Breeze Connected, LLC	Invoice: 3931 (Reference: Professional Management Services Monthly. ) Invoice: BRZ-D:	5,166.67		4,849.68
1/13/2025	100025	Lake Pros LLC	Invoice: 1568 (Reference: Pond Maintenance Service. )	1,500.00		3,349.68
1/15/2025	596		Check 28328 returned - developer stopped payment after deposited	1,200.00		2,149.68

**CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**  
**Check Register**  
**FY2025**

Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	HB Acct Balance
1/15/2025	596		returned check fee	15.00		2,134.68
1/15/2025	596		wire fee	10.00		2,124.68
1/23/2025	100026	Kutak Rock LLP	Invoice: 3484377 (Reference: For Professional Legal Services Rendered. )	734.00		1,390.68
1/27/2025	100027	Breeze Connected, LLC	Invoice: 4359 (Reference: Money returned back to CDD. )	1,200.00		190.68
<b>01/31/2025</b>				<b>27,433.74</b>	<b>22,036.08</b>	<b>190.68</b>
2/3/2025	100028	Kutak Rock LLP	Invoice: 3469605 (Reference: For Professional Legal Services Rendered. )	656.50		-465.82
2/14/2025	021425	ach U.S. BANK	wire fee	15.00		-480.82
2/18/2025			Deposit		3,630.18	3,149.36
2/18/2025			Deposit		355.90	3,505.26
2/18/2025	598	K Title Company LLC	Lot closing checks sent to wrong Trustee bank and returned from US bank-this check from US Bank wa		3,749.04	7,254.30
2/19/2025		Kolter Homes			5,416.67	12,670.97
2/19/2025		Kolter Homes			674.50	13,345.47
2/19/2025	597				1,200.00	14,545.47
2/21/2025	100029	Innersync	Invoice: INV-SN-497 (Reference: Subscription: 12/15/204-12/14/25. )	615.00		13,930.47
2/21/2025	100030	Breeze Connected, LLC	Invoice: 4341 (Reference: Professional Management. )	3,916.67		10,013.80
2/21/2025	100031	Lake Pros LLC	Invoice: 2172 (Reference: Pond Maintenance Service. )	1,500.00		8,513.80
2/21/2025	100032	Ormond Beach Observer.	Invoice: 24-004931 (Reference: Public Hearing. )	59.50		8,454.30
2/25/2025	022525	ach U.S. BANK	wire fee	12.00		8,442.30
2/25/2025	100033	Breeze Connected, LLC	Invoice: 4420 (Reference: Professional Management Services Monthly. ) Invoice: 4459 (Ref	3,923.26		4,519.04
2/25/2025	598R	K Title Company LLC	Reverse of GJE 598 -- Lot closing checks sent to wrong Trustee bank and returned from US ba	3,749.04		770.00
2/28/2025			Deposit		3,916.67	4,686.67
2/28/2025			Deposit		2,400.00	7,086.67
2/28/2025		Kolter Homes			7,209.50	14,296.17
2/28/2025		Kolter Homes			5,262.00	19,558.17
2/28/2025	100034	Egis Insurance Advisors LLC	Reference: Policy #1001241203 12/11/2024-12/11/2025 Florida Insurance Alliance. <a href="https://clientname(FILLIN).payableslockbox.com/DocView">https://clientname(FILLIN).payableslockbox.com/DocView</a>	5,208.00		14,350.17
2/28/2025	100035	Lake Pros LLC	Reference: Pond Maintenance Service. <a href="https://clientname(FILLIN).payableslockbox.com/DocView">https://clientname(FILLIN).payableslockbox.com/DocView</a>	1,500.00		12,850.17
2/28/2025	100036	Accurate Fence & Screen LLC	Reference: Fence & posts repair. <a href="https://clientname(FILLIN).payableslockbox.com/DocView">https://clientname(FILLIN).payableslockbox.com/DocView</a>	3,762.00		9,088.17
3/31/2025			Service Charge	0.60		9,087.57
2/28/2025	100037	SiteOne Landscape Supply, LLC	Reference: Pump service for all 7-irrigation pump s. <a href="https://clientname(FILLIN).payableslockbox.com/DocView">https://clientname(FILLIN).payableslockbox.com/DocView</a>	1,775.00		7,312.57
<b>02/28/2025</b>				<b>26,692.57</b>	<b>33,814.46</b>	<b>7,312.57</b>

# **EXHIBIT 10**

**[Return to Agenda](#)**

**Cresswind DeLand  
Community Development District**

**Financial Statements  
(Unaudited)**

**March 31, 2025**

**CRESSWIND DELAND CDD**  
**BALANCE SHEET**  
**MARCH 31, 2025**

	GENERAL FUND	DEBT SERVICE FUND	CONSTRUCTION FUND	TOTAL FUNDS
<b>1 ASSETS</b>				
2 CASH-OPERATING ACCOUNT	\$ 13,833	\$ -	\$ -	\$ 13,833
3 DEBT SERVICE:				
4 REVENUE	-	42,811	-	42,811
5 INTEREST	-	2,422	-	2,422
6 RESERVE	-	185,522	-	185,522
7 COST OF ISSUANCE	-	14	-	14
8 CONSTRUCTION	-	-	1,469	1,469
9 ACCOUNTS RECEIVABLE - OFF ROLL ASSESSMENTS	288	1,011	-	1,299
10 ACCOUNTS RECEIVABLE	4,425	-	-	4,425
11 PREPAIDS	-	-	-	-
12 DEPOSITS	-	-	-	-
13 <b>TOTAL ASSETS</b>	<b>\$ 18,546</b>	<b>\$ 231,779</b>	<b>\$ 1,469</b>	<b>\$ 251,793</b>
<b>14 LIABILITIES AND FUND BALANCE</b>				
<b>15 LIABILITIES</b>				
16 ACCOUNTS PAYABLE	\$ 4,890	\$ -	\$ -	\$ 4,890
17 DEFERRED REVENUE	288	-	-	288
18 <b>TOTAL LIABILITIES</b>	<b>5,178</b>	<b>-</b>	<b>-</b>	<b>5,178</b>
<b>19 FUND BALANCES</b>				
20 UNRESTRICTED	(3,335)	-	-	(3,335)
21 RESTRICTED	16,703	231,779	1,469	249,951
22 TOTAL EQUITY	13,368	231,779	1,469	246,615
23 <b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 18,546</b>	<b>\$ 231,779</b>	<b>\$ 1,469</b>	<b>\$ 251,793</b>

**CRESSWIND DELAND  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
FOR THE PERIOD BEGINNING OCTOBER 1, 2024 THROUGH MARCH 31, 2025**

	FY 2025 BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE YTD vs Actual YTD FAV (UNFAV)
1 REVENUE				
2 DEVELOPER FUNDING	\$ 211,905	\$ 105,953	\$ 51,444	\$ (54,509)
3 ON ROLL TAX ASSESSMENTS			\$ 4,980	
4 LOT CLOSINGS	-	-	14,460	\$ 14,460
5 TOTAL REVENUE	211,905	105,953	70,883	(54,509)
6 EXPENDITURES				
7 GENERAL ADMINISTRATIVE				
8 MANAGEMENT CONSULTING SERVICES	47,000	23,500	23,394	106
9 BANK FEES	500	250	95	155
10 AUDITING SERVICES	5,500	2,750	-	2,750
11 INSURANCE	5,500	2,750	5,208	(2,458)
12 REGULATORY AND PERMIT FEES	175	88	200	(113)
13 LEGAL ADVERTISEMENTS	4,500	2,250	-	2,250
14 ENGINEERING SERVICES	10,000	5,000	-	5,000
15 LEGAL SERVICES	25,000	12,500	1,927	10,574
16 WEBSITE HOSTING	2,015	1,008	615	393
17 ADMINISTRATIVE CONTINGENCY	10,000	5,000	705	4,295
18 TOTAL GENERAL ADMINISTRATIVE	110,190	55,095	32,143	22,952
19 DEBT ADMINISTRATION:				
20 DISSEMINATION AGENT	5,000	2,500	7,500	(5,000)
21 TRUSTEE FEES	4,040	2,020	-	2,020
22 ARBITRAGE	475	238	-	238
23 TOTAL DEBT ADMINISTRATION	9,515	4,758	7,500	(2,743)
24 PHYSICAL ENVIRONMENT				
25 AQUATIC MAINTENANCE	19,200	9,600	7,500	2,100
26 AERATORS	15,000	7,500	-	7,500
27 WETLAND MAINTENANCE	2,800	1,400	-	1,400
28 PUMP & WELL REPAIR & MAINTENANCE	5,200	2,600	3,275	(675)
29 PHYSICAL ENVIRONMENT CONTINGENCY	50,000	25,000	3,762	21,238
30 TOTAL PHYSICAL ENVIRONMENT	92,200	46,100	14,537	31,563
31 TOTAL EXPENDITURES	211,905	105,953	54,180	51,772
32 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	16,703	16,703
33 FUND BALANCE - BEGINNING			(3,335)	
34 FUND BALANCE - ENDING			\$ 13,368	



**CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT  
CASH RECONCILIATION - GENERAL FUND  
MARCH 31, 2025**

	<u><b>Bank United (Operating Acct)</b></u>
Balance Per Bank Statement	15,815.52
Plus: Deposits in Transit	(1,983.00)
Less: Outstanding Checks	-
<i><b>Adjusted Bank Balance</b></i>	<u><u><b>\$ 13,832.52</b></u></u>

Beginning Cash Balance Per Books	21,732.07
Cash Receipts	43,711.01
Cash Disbursements	(51,610.56)
<i><b>Balance Per Books</b></i>	<u><u><b>\$ 13,832.52</b></u></u>

# CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT

## Check Register

FY2025

Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	HB Acct Balance
09/30/2024		EOY Balance				11,736.04
10/1/2024	100012	Kutak Rock LLP	Invoice: 3410138 (Reference: For Professional Legal Services Rendered. ) Invoice: 3411	5,817.87		5,918.17
10/2/2024		Kolter Homes			1,619.10	7,537.27
10/7/2024			VOID: Deposit		0.00	7,537.27
10/7/2024		Kolter Homes			431.48	7,968.75
10/7/2024		Kolter Homes			517.78	8,486.53
10/7/2024		Kolter Homes			345.19	8,831.72
10/7/2024		Kolter Homes			22.57	8,854.29
10/7/2024		Kolter Homes			431.48	9,285.77
10/7/2024		Kolter Homes			431.48	9,717.25
10/7/2024		Kolter Homes			431.48	10,148.73
10/7/2024		Kolter Homes			431.48	10,580.21
10/15/2024	100013	Kutak Rock LLP	Invoice: 3395171 (Reference: Professional Legal Services Rendered. ) Invoice: 343861	5,290.68		5,289.53
10/28/2024		Kolter Homes			9,794.47	15,084.00
10/28/2024		Kolter Homes			1,739.50	16,823.50
10/28/2024		Kolter Homes			734.00	17,557.50
10/28/2024		Kolter Homes			7,916.67	25,474.17
10/30/2024	100014	Ormond Beach Observer.	Invoice: 24-003961 (Reference: Public Hearing on August 22, 2024. ) Invoice: 24-00387	461.13		25,013.04
10/30/2024	100015	Breeze Connected, LLC, CDD	Invoice: 3677 (Reference: Professional Management. ) Invoice: 4024 (Reference: Profes	11,750.01		13,263.03
10/30/2024	100016	Lake Pros LLC	Invoice: 1683 (Reference: Pond Maintenance Service. ) Invoice: 1815 (Reference: Pond	3,000.00		10,263.03
10/30/2024	100017	Kutak Rock LLP	Invoice: 3451731 (Reference: For Professional Legal Services Rendered. ) Invoice: 342	2,473.50		7,789.53
10/31/2024				28,793.19	24,846.68	7,789.53
11/1/2024	100018	DISCLOSURE TECHNOLOGY SERVICES, LLC	Invoice: 1215 (Reference: DTS MUNI ? CDA SaaS, 1 Year Subscription. )	2,500.00		5,289.53
11/27/2024	100019	Florida Dept of Economic Opportunity	VOID: Invoice: 91707 (Reference: Annual District Filing Fee. )			5,289.53
11/30/2024				2,500.00	0.00	5,289.53
12/10/2024	Online	Florida Dept of Economic Opportunity	VOID: Annual District Filing Fee.-paid by Kaylee billed by Breeze			5,289.53
12/13/2024	100020	Lake Pros LLC	Invoice: 1469 (Reference: Pond Maintenance Service. )	1,500.00		3,789.53
12/26/2024		Kolter Homes			431.48	4,221.01
12/26/2024		Kolter Homes			517.78	4,738.79
12/26/2024		Kolter Homes			431.48	5,170.27
12/26/2024		Kolter Homes			175.00	5,345.27
12/26/2024		Kolter Homes			273.07	5,618.34
12/31/2024	593		Stop payment fee	30.00		5,588.34
12/31/2024				30.00	273.07	5,588.34
1/10/2025			Deposit		1,200.00	6,788.34
1/10/2025			Deposit		2,135.40	8,923.74
1/10/2025		Kolter Homes			6,124.76	15,048.50
1/10/2025		Kolter Homes			1,200.00	16,248.50
1/10/2025		Kolter Homes			5,629.08	21,877.58
1/10/2025		Kolter Homes			5,746.84	27,624.42
1/13/2025	100021	Breeze Connected, LLC	Invoice: 4057 (Reference: Localiq - Advertisement, and FedEx - 9/13. ) Invoice: 4151 (R	13,408.07		14,216.35
1/13/2025	100022	Lake Pros LLC	Invoice: 1929 (Reference: Pond Maintenance Service. ) Invoice: 2052 (Reference: Pond	3,000.00		11,216.35
1/13/2025	100023	Breeze	Invoice: 19711 (Reference: Service Area CDD - Monthly. )	1,200.00		10,016.35
1/13/2025	100024	Breeze Connected, LLC	Invoice: 3931 (Reference: Professional Management Services Monthly. ) Invoice: BRZ-I	5,166.67		4,849.68
1/13/2025	100025	Lake Pros LLC	Invoice: 1568 (Reference: Pond Maintenance Service. )	1,500.00		3,349.68
1/15/2025	596		Check 28328 returned - developer stopped payment after deposited	1,200.00		2,149.68

**CRESSWIND DELAND COMMUNITY DEVELOPMENT DISTRICT**

**Check Register**

**FY2025**

Date	Ref #	Vendor Name	Memo	Disbursements	Deposits	HB Acct Balance
1/15/2025	596		returned check fee	15.00		2,134.68
1/15/2025	596		wire fee	10.00		2,124.68
1/23/2025	100026	Kutak Rock LLP	Invoice: 3484377 (Reference: For Professional Legal Services Rendered. )	734.00		1,390.68
1/27/2025	100027	Breeze Connected, LLC	Invoice: 4359 (Reference: Money returned back to CDD. )	1,200.00		190.68
<b>01/31/2025</b>				<b>27,433.74</b>	<b>22,036.08</b>	<b>190.68</b>
2/3/2025	100028	Kutak Rock LLP	Invoice: 3469605 (Reference: For Professional Legal Services Rendered. )	656.50		-465.82
2/14/2025	021425ach	U.S. BANK	wire fee	15.00		-480.82
2/18/2025			Deposit		3,630.18	3,149.36
2/18/2025			Deposit		355.90	3,505.26
2/18/2025	598	KTitle Company LLC	Lot closing checks sent to wrong Trustee bank and returned from US bank this check from US Bank wa		3,749.04	7,254.30
2/19/2025		Kolter Homes			5,416.67	12,670.97
2/19/2025		Kolter Homes			674.50	13,345.47
2/19/2025	597				1,200.00	14,545.47
2/21/2025	100029	Innersync	Invoice: INV-SN-497 (Reference: Subscription: 12/15/204-12/14/25. )	615.00		13,930.47
2/21/2025	100030	Breeze Connected, LLC	Invoice: 4341 (Reference: Professional Management. )	3,916.67		10,013.80
2/21/2025	100031	Lake Pros LLC	Invoice: 2172 (Reference: Pond Maintenance Service. )	1,500.00		8,513.80
2/21/2025	100032	Ommond Beach Observer.	Invoice: 24-004931 (Reference: Public Hearing. )	59.50		8,454.30
2/25/2025	022525ach	U.S. BANK	wire fee	12.00		8,442.30
2/25/2025	100033	Breeze Connected, LLC	Invoice: 4420 (Reference: Professional Management Services Monthly. ) Invoice: 4459 (Re	3,923.26		4,519.04
2/25/2025	598R	KTitle Company LLC	Reverse of GJE 598 -- Lot closing checks sent to wrong Trustee bank and returned from US t	3,749.04		770.00
2/28/2025			Deposit		3,916.67	4,686.67
2/28/2025			Deposit		2,400.00	7,086.67
2/28/2025		Kolter Homes			7,209.50	14,296.17
2/28/2025		Kolter Homes			5,262.00	19,558.17
2/28/2025	100034	Egis Insurance Advisors LLC	Reference: Policy #1001241203 12/11/2024-12/11/2025 Florida Insurance Alliance. https	5,208.00		14,350.17
2/28/2025	100035	Lake Pros LLC	Reference: Pond Maintenance Service. https://clientname(FILLIN).payableslockbox.com/1	1,500.00		12,850.17
2/28/2025	100036	Accurate Fence & Screen LLC	Reference: Fence & posts repair. https://clientname(FILLIN).payableslockbox.com/DocView	3,762.00		9,088.17
2/28/2025	100037	SiteOne Landscape Supply, LLC	Reference: Pump service for all 7-irrigation pumps. https://clientname(FILLIN).payableslo	1,775.00		7,313.17
<b>02/28/2025</b>				<b>26,020.47</b>	<b>19,988.17</b>	<b>7,313.17</b>
3/3/2025	100038	Kutak Rock LLP	Reference: For Professional Legal Services Rendered, 12/8-12/12/28 https://clientname(f	226.50		7,086.67
3/14/2025			Deposit		355.90	7,441.97
3/14/2025			Deposit		1,423.60	8,865.57
3/14/2025	31425		to post FY25 assessments received		22,464.03	31,329.60
3/14/2025	31425		to post FY25 assessments received	17,484.48		13,845.12
3/14/2025	31425		to post FY25 assessments received		17,484.48	31,329.60
3/26/2025		Kolter Homes			1,500.00	32,829.60
3/26/2025		Kolter Homes			483.00	33,312.60
3/27/2025	032725ach	Bank United	bank wire fee	12.00		33,300.60
3/27/2025	31427		wire to DS from GF for FY25 tax deposits	17,484.48		15,816.12
3/28/2025	100006	Accurate Fence & Screen LLC	VOID: Reference: Fence & posts repair. https://clientname(FILLIN).payableslockbox.com/DocView/Inv			15,816.12
3/28/2025	100039	Kutak Rock LLP	Invoice: 3527493 (Reference: For Professional Legal Services Rendered 1/4-1/30/25. )	483.00		15,333.12
3/28/2025	100040	Lake Pros LLC	Invoice: 2420 (Reference: Pond Maintenance Service. )	1,500.00		13,833.12
3/31/2025			Service Charge	0.60		13,832.52
<b>03/31/2025</b>				<b>63,211.53</b>	<b>63,699.18</b>	<b>13,832.52</b>

# **EXHIBIT 11**

**[Return to Agenda](#)**



— ENHANCING NATURE —

## FIELD SERVICE REPORT

Customer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Service Specialist: \_\_\_\_\_

### AQUATIC MANAGEMENT

☐ EMERGENT VEGETATION

RESOURCE #: \_\_\_\_\_

☐ SUBMERGENT VEGETATION

RESOURCE #: \_\_\_\_\_

☐ FILAMENTOUS ALGAE

RESOURCE #: \_\_\_\_\_

☐ PLANKTONIC ALGAE

RESOURCE #: \_\_\_\_\_

☐ FLOATING VEGETATION

RESOURCE #: \_\_\_\_\_

### GROUND CREW SERVICE

☐ LITTORAL AREA HERBICIDE TREATMENT

RESOURCE #: \_\_\_\_\_

☐ LITTORAL AREA MANUAL REMOVAL

RESOURCE #: \_\_\_\_\_

☐ PRESERVE AREA MAINTENANCE

RESOURCE #: \_\_\_\_\_

☐ DEBRIS CLEANUP

RESOURCE #: \_\_\_\_\_

☐ OTHER (SEE COMMENTS)

RESOURCE #: \_\_\_\_\_

### FOUNTAIN / AERATION MANAGEMENT

☐ DISPLAY CLEANING SERVICE

RESOURCE #: \_\_\_\_\_

☐ INTAKE CLEANING SERVICE

RESOURCE #: \_\_\_\_\_

☐ VOLTAGE / AMPERAGE CHECK

RESOURCE #: \_\_\_\_\_

☐ CONTROL BOX INSPECTION

RESOURCE #: \_\_\_\_\_

☐ OTHER (SEE COMMENTS)

RESOURCE #: \_\_\_\_\_

### STORMWATER SYSTEMS / STRUCTURES

☐ OVERFLOW GRATE INSPECTION / CLEANING

RESOURCE #: \_\_\_\_\_

☐ WATER LEVEL CONTROL PIPE INSPECTION / CLEANING

RESOURCE #: \_\_\_\_\_

☐ OVERFLOW WEIR / SWALE MAINTENANCE

RESOURCE #: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



ENHANCING NATURE

## FIELD SERVICE REPORT

Customer Name: Cresswind

Date: 1-30-25

Service Specialist: James

### AQUATIC MANAGEMENT

☒ EMERGENT VEGETATION

RESOURCE #: Dry pond A

☐ SUBMERGENT VEGETATION

RESOURCE #:

☐ FILAMENTOUS ALGAE

RESOURCE #:

☐ PLANKTONIC ALGAE

RESOURCE #:

☐ FLOATING VEGETATION

RESOURCE #:

### GROUND CREW SERVICE

☐ LITTORAL AREA HERBICIDE TREATMENT

RESOURCE #:

☐ LITTORAL AREA MANUAL REMOVAL

RESOURCE #:

☐ PRESERVE AREA MAINTENANCE

RESOURCE #:

☒ DEBRIS CLEANUP

RESOURCE #: 1,2,3.A,B

☐ OTHER (SEE COMMENTS)

RESOURCE #:

### FOUNTAIN / AERATION MANAGEMENT

☐ DISPLAY CLEANING SERVICE

RESOURCE #:

☐ INTAKE CLEANING SERVICE

RESOURCE #:

☐ VOLTAGE / AMPERAGE CHECK

RESOURCE #:

☐ CONTROL BOX INSPECTION

RESOURCE #:

☐ OTHER (SEE COMMENTS)

RESOURCE #:

### STORMWATER SYSTEMS / STRUCTURES

☐ OVERFLOW GRATE INSPECTION / CLEANING

RESOURCE #:

☐ WATER LEVEL CONTROL PIPE INSPECTION / CLEANING

RESOURCE #:

☐ OVERFLOW WEIR / SWALE MAINTENANCE

RESOURCE #:

COMMENTS: Dry pond A the water finally receded so I was about to treat the bottom for unwanted growth. Please allow 7-10 days for results to occur. I removed trash from around all the areas, One large trash bag worth. The water level is still high in dry pond B.