

Cross Creek Community Development District

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The meeting of the Board of Supervisors for the **Cross Creek Community Development District** will be held **Tuesday, January 21, 2025, at 10:00 a.m. at the 4000 Creekside Park Dr, Parrish, Florida 34219**. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

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BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period

Business Matters

3. Consideration of the Minutes of the November 19, 2024, Board of Supervisors' Meeting
4. Review and Consideration of District Engineer RFQ
5. Review and Consideration of Envera Proposal
6. Discussion of Irrigation
7. Discussion of Amenity Center Landscape
8. Discussion of the Gym
9. Review and Consideration of LMP Float Switch Proposal
10. Discussion of PRECO Meters/Lights
11. Ratification of Payment Authorization Nos. 275 - 282
12. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Supervisor Requests
- Audience Comments

Adjournment



**Cross Creek
Community Development District**

**Consideration of the Minutes of the
November 19, 2024,
Board of Supervisors' Meeting**

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

Tuesday, November 19, 2024, at 10:00 a.m.

4000 Creekside Park Dr.

Parrish, FL, 34219

Board Members Present were:

Lianna Litwin

Bruce Stolarz

John Free

Mike DiPhilippo

Assistant Secretary

Assistant Secretary

Board Member

Board Member

Also present were:

Venessa Ripoll

Kwame Jackson

Rachel Proctor

Andy Cohen

District Manager - PFM

Assistant District Manager- PFM – Via phone

Accountant- PFM – Via phone

District Counsel - Persson Cohen & Mooney, P.A.

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Ripoll called the meeting to order at 10:03 a.m. and confirmed quorum.

Mr. Cohen explained the Sunshine Law and Board member role to the new Board members.

Public Comment Period

There were no public comments.

Administer Oath of Office to Newly Elected Board of Supervisors

Mr. John Free and Mr. Mike DiPhilippo were sworn in prior to the start of the meeting.

Mr. John Free and Mr. Mike DiPhilippo both waived compensations.

Consideration of Resolution 2025- 01, Election of Officers

Ms. Ripoll reviewed the current slate of officers to the Board. She stated the Board must elect a Chairperson, a Vice Chairperson, and the remaining supervisors will be Assistant Secretaries.

On MOTION by Mr. DiPhilippo, seconded by Mr. Free, with all in favor, the Board approved the appointment of Ms. Lianna Litwin as Chairperson.

On MOTION by Ms. Litwin, seconded by Mr. Stolarz, with all in favor, the Board approved the appointment of Mr. Bruce Stolarz as Vice Chairperson.

On MOTION by Ms. Litwin, seconded by Mr. DiPhilippo, with all in favor, the Board approved Resolution 2025-01, Election of Officers with Lianna Litwin as Chairperson, Bruce Stolarz as Vice Chairperson, Venessa Ripoll as Secretary, Vivian Carvalho, John Free, Mike DiPhilippo, and Kwame Jackson as Assistant Secretaries, Amanda Lane as Treasurer, and Jennifer Glasgow, Rick Montejano, Verona Griffith, and Amy Champagne as Assistant Treasurers.

Public Comment Period

Ms. Gale Cline asked about the District using Solar lights as an alternative.

Mr. Bruce Hickman asked when will the District start to take care of the property behind his home. He stated he asked the landscapers to clean up after the hurricane but that has not been taken care of.

A resident asked when will the tree limbs that are leaning toward her house be trimmed.

Mr. Cohen stated homeowners are allowed to trim tree limbs that may be leaning into their properties, but they cannot trim in the CDD preserve area.

A resident asked when will homeowners be allowed to take down the wooden Medallion Homes.

A resident asked about a dividing mechanism between the District property and a neighboring property.

There was a brief discussion regarding the difference between the CDD and HOA.

A resident asked what the footprint of the CDD is.

A resident asked about the irrigation in the common areas.

A resident asked will the District get a footprint of the pipes going to other communities and is there a plan in place to get rid of those pipes.

A resident asked if the District just received a new pump why does the pond still look bad.

Ms. Litwin gave an overview of the process of the water levels.

A resident asked has anyone checked with the county to see how much it will cost to get rid of Medallion Homes piping.

A resident asked can homeowners be provided with the plans of pump 1C.

SECOND ORDER OF BUSINESS

Business Matters

Consideration of the Minutes of the August 27, 2024, Board of Supervisors' Meeting

The Board reviewed the minutes of the August 27, 2024, Board of Supervisors' Meeting.

Mr. Cohen had one edit to the date that the officers will assume office.

On MOTION by Ms. Litwin, seconded by Mr. Free, with all in favor, the Board accepted the minutes of the August 27, 2024, Board of Supervisors' meeting with edits from counsel.

Consideration of Resolution 2024-02, Annual Appropriations and Adopting the Revised Budget for Fiscal Year 2024

Ms. Ripoll explained that the reason the District is bringing this item before the Board, per statute if the District goes over a specific line item by 10% the District has to amend the adopted budget for Fiscal Year 2024. She stated the District did go over a line item which she included the details in the agenda packet.

Mr. Cohen provide an overview of the amended budget process.

On MOTION by Mr. Stolarz, seconded by Mr. Free, with all in favor, the Board approved Resolution 2024-02, Annual Appropriations and Adopting the Revised Budget for Fiscal Year 2024.

**Discussion of PRECO
Meters/Lights**

Mr. Stolaz provided background on the history of the lights in the community. He stated that he put his name on the list with the county to be notified when the county will start with the area in which the District is located. He noted the hope is for the District to get compensation or that the county would take over the lights.

Ms. Litwin stated she spoke with of the Commissioners and was told that he may be able to get more information to provide to the District. She noted the District name is not on the accounts for the lights so right now the District has to wait to see what Medallion Homes will turn on.

A resident asked that the Board look into getting flood lights temporarily in the areas of the community where it is really dark.

Discussion regarding BBQ Grill and Vent

Ms. Litwin stated the cost to replace the Grill is \$15,000.00. She noted the feedback from residents was to get rid of the grill and replace it with a countertop. She stated an option of having grills could be to place the small charcoal grills around the community for residents who would like to use them.

Ms. Stolarz stated he can get quotes on replacing the grill with a countertop.

Ms. Ripoll noted the District also pays monthly for propane.

Discussion ensued regarding reaching out to the company to remove the propane tanks.

On MOTION by Ms. Litwin, seconded by Mr. Free, with all in favor, the Board approved the surplus of property for the Grill and Firepit.

Discussion of Hurricane Damages Repair

Ms. Litwin stated there are some items in the community that need work, the fence around the garbage bins, the gates to the playground, the pool fence needs to be reset, items in the amenity center, and trees around the community. She noted LMP is getting around to the trees.

Mr. Cohen noted the gate at the fence will need to take priority because that is a safety issue.

Discussion ensued regarding debris pickup in from of the residents' homes.

Discussion of Southwest Florida Water Management District Well Reporting

Ms. Litwin stated the District is now responsible for doing the reporting on the Well. She noted she was told by Medallion Homes representatives that the Well reporting was being done but she was told by Southwest Florida Management that a report hadn't been filed and the District was very delinquent. She noted there will need to be some research into what was actually done in regard to the permit and reporting.

Mr. Cohen suggested that the District do a RFQ for a District engineer at some point. He noted the District engineer would be able give advice on things of this nature.

Ms. Litwin asked can the District start the process now so that everything is ready for the January meeting.

Mr. Cohen stated his firm can have this ready for review at the January meeting.

Mr. Cohen gave an overview of the role of a District engineer.

On MOTION by Ms. Litwin, seconded by Mr. DiPhilippo, with all in favor, the Board approved District Counsel to prepare the RFQ for District Engineer.

**Ratification of Payment
Authorization Nos. 248 – 274**

Ms. Ripoll stated these are contractual. She noted after this Board meeting the District will be using an online system that the Chair can go in and approve these Payment Authorizations.

Discussion ensued reading the process of Payment Authorizations being approved.

A Board member asked if he could review District documents so he can understand the policies and coverages.

Mr. Stolarz asked what the replacements on the irrigation control valves were.

Mr. Chavez stated those are the control valves that are in the box that controls the entire system.

Mr. Stolarz asked about the District Counsel invoice and the invoice for insurance.

Ms. Litwin explained that amenities in the District were not previously covered have been added to the insurance.

On MOTION by Ms. Litwin, seconded by Mr. Stolarz, with all in favor, the Board ratified Payment Authorization Nos. 248 – 274.

Review of Districts Financials

The Board reviewed the financials.

Mr. Stolarz asked when does the county funds come in.

Ms. Ripoll stated the District received \$8,000.00 so far from the county.

Mr. Stolarz asked about the \$41,000.000 credit revenue on the October statement.

Ms. Proctor stated those funds are an adjustment from a prior year audit . She noted the October statement hasn't been reviewed and there can be changes. She stated she will have these reviewed and send them to the District manager.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- Mr. Cohen stated that Tim Knowles reached out to him with regards to Medallion Homes to put together an agreement regarding the entrance way. He explained Mr. Knowles had sent him a form of an agreement in which Mr. Cohen had comments but he has not heard back from Mr. Knowles after multiple attempts.

Ms. Litwin provided an overview of the events that occurred between the District and Medallion Homes. She noted the District does not have the Bill of sale or any important documents related to this transition.

Ms. Litwin asked what can the District do to obtain these documents.

Mr. Cohen stated the District needs those documents to move forward. He noted he can prepare a demand letter to Mr. Knowles.

Mr. Cohen stated a document was prepared showing the respective properties.

Discussion ensued regarding next steps to protect the interest of the District in regards to Medallion Homes.

On MOTION by Ms. Litwin, seconded by Mr. DiPhilippo, with all in favor, the Board approved District Counsel to prepare a Demand Letter to Medallion Homes Counsel.

Ms. Ripoll reminded the Board members to complete the four-hour ethics training.

Mr. Cohen stated for the new Board member this won't apply because the joined the Board after March 15th, there training will need to be completed before December 31, 2025.

District Engineer- Not present.

District Manager- Ms. Ripoll stated the District needs volunteer insurance and the amount for the year is \$850.00.

On MOTION by Ms. Litwin, seconded by Mr. DiPhilippo, with all in favor, the Board approved the Districts Volunteer insurance in the amount of \$850.00.

Ms. Ripoll stated the next meeting is scheduled for December 17, 2024.

Ms. Litwin asked that this meeting be cancelled, and the Board meet again at the next scheduled meeting on January 21, 2025, at 10:00 a.m.

FOURTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

Mr. Stolarz asked about the sprinklers that are still watering Medallion Homes property?

Ms. Litwin asked that the cap be put on so that no valves can be turned on for 1C, 1B, the Willows and Laurels and the front entrances.

Mr. Chavez stated he would need the irrigation plans so he can see if that cap is possible.

Ms. Litwin asked how can the District obtain those documents.

Mr. Cohen stated District staff can request those documents.

Ms. Litwin provided an overview of the different sections of the community that pay for their water through the HOA. She noted for operations and maintenance fees every homeowner pays the same amount.

Discussion ensued regarding the irrigation pumps and schedule, and how to obtain the plans.

Ms. Litwin asked can the Medallion Homes signage be removed from CDD property.

Mr. Cohen stated that the District will need to provide a time frame for Medallion Homes to remove their signage, if Medallion doesn't comply then the District would move forward with getting them removed.

Ms. Litwin asked that the direction signs be removed so that people who aren't residents don't mistake that the amenities are open to the public.

A resident asked could there be a gate with a code added to the dog park.

Ms. Litwin stated the dog park should be split into two areas to separate the small dogs and larger dogs. She noted the Board will have to look at the budget.

District staff will obtain quotes.

Ms. Ripoll stated the speed bumps are still in process.

FIFTH ORDER OF BUSINESS

Adjournment

Ms. Ripoll requested a motion to adjourn the meeting.

On MOTION by Ms. Litwin, seconded by Mr. Free, with all in favor, the Board adjourned the November 19, 2024, Board of Supervisors' Meeting for Cross Creek Community Development District at 11:51 A.M.

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

Cross Creek Community Development District

Review and Consideration of District Engineer RFQ

CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES**

Manatee County, Florida

December ____, 2024

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**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the CrossCreek Community Development District (the “**District**”), located in Manatee County, Florida, announces that it is soliciting professional engineering services to be performed on a continuing basis for the District’s earthwork, stormwater management systems, landscape, irrigation, signage, preserve areas, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm or individual selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

The selection manual (“**Selection Manual**”), including the scope of work, instructions to applicants, evaluation criteria and other documents, will be available beginning_____. from the District Manager, Venessa Ripoll, ripollv@pfm.com .

Any firm or individual (“**Applicant**”) desiring to provide professional engineering services to the District must: (1) hold applicable federal, state and local licenses; (2) be authorized to do business in Florida in accordance with Florida law; and (3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” along with pertinent supporting data.

The District will review all Applicants consistent with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). Each interested Applicant must submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement, along with all other requested attachments, by _____ to attention: Venessa Ripoll, PFM Group Consulting, LLC, 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817.

Furthermore, all Applicants, and specifically the individual(s) who would be responsible for providing the engineering services and interacting with the District’s representatives on a day-to-day basis, shall be available to present the Applicant’s Qualifications Statement and respond to questions at the District’s _____, Board meeting to be held at 10:00 AM at the Cross Creek Amenity Center, 4000 Creekside Park Dr., Parrish, FL 34219, and, upon the District Board’s request, such other meetings as the District’s Board may designate (contact the District Manager for time/location, and any adjustments to the date).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and Selection Manual, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant, and so forth.

Any protest regarding the terms of this Notice or the Selection Manual must be filed in accordance with the Selection Manual, applicable law, and the District’s Rules of Procedure (which are available from the District Manager upon request).

Any and all questions related to this Request for Qualifications shall be directed in writing by email only to Veness Ripoll at ripollv@pfm.com no later than _____.

Veness Ripoll

District Manager

Run Date: _____

CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES Manatee County, Florida

Instructions to Applicants

SECTION 1. DUE DATE. Any interested applicant (“**Applicant**”) must submit its Qualification Statement (defined herein) no later than _____ (**EST**) on _____ (“**Submittal Deadline**”), at the Offices of the District Manager, PFM Group Consulting, LLC 3501 Quadrangle Blvd, Suite 270, Orlando, FL 32817, Attention: Venessa Ripoll.

SECTION 2. SCOPE OF WORK. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, operating, and maintaining public infrastructure improvements. Related thereto, the District is soliciting qualification statements for professional engineering services for the District’s earthwork, stormwater management systems, landscape, irrigation, signage, preserve areas, and other public improvements authorized by Chapter 190, *Florida Statutes*. This work shall also include all related permit applications, as well as any renewals and modifications to the District’s permits. In addition, the District’s engineer will be required to attend meetings of the District’s Board of Supervisors when requested. This work (“**Project**”) shall be performed on an as-needed, continuing basis as requests are received.

SECTION 3. CONTENTS OF QUALIFICATION STATEMENTS. Each Applicant shall submit a qualification statement (“**Qualification Statement**”) using U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” and shall additionally provide all of the following information as part of such Qualification Statement regardless of whether the information is called for by Form 330 or not:

- a) A listing of the position / title and corporate responsibilities of key management or supervisory personnel. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- b) A listing of the engineer point of contact and any other personnel (or subcontractors) proposed for the Project. Include résumés for each person listed, and list years of experience in present position for each party listed and years of experience on projects similar to the Project;
- c) Information relating to the Applicant’s past experience and performance for projects similar to the Project. Please specifically describe any prior or current experience with community development districts established under Chapter 190, Florida Statutes.
- d) At least three (3) references from projects of similar scope to the Project. Include information relating to the work conducted for each reference as well as a name, address and phone number of a contact person. The Applicant acknowledges and agrees by submitting a Qualification Statement that the District may contact such references;
- e) A brief narrative description of the Applicant’s approach to providing the services as described herein;
- f) Information relating to whether the Applicant is a certified minority business enterprise;

- g)** Information relating to the Applicant's willingness and ability to meet time and budget requirements;
- h)** Information relating to the geographic location of the Applicant's headquarters and local offices;
- i)** Information relating to the recent, current and projected workloads of the Applicant;
- j)** Information relating to the volume of work previously awarded to the Applicant by the District;
- k)** Information relating to the Applicant's financial capacity;
- l)** A listing of the Applicant's current state, federal, and local licenses and the statuses of the same;
- m)** A current certificate of insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's errors and omissions and other insurance;
- n)** Information relating to whether, over the past 10 years, Applicant has been terminated from any contract, and, if so, the reasons for such termination, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- o)** Information relating to whether, over the past 10 years, Applicant has defaulted on any contract or is in arrears on any contract, or for failure to demonstrate proper licensure and business organization, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- p)** Information relating to whether, over the past 10 years, Applicant has been involved in any litigation involving any contract or work and the status and/or results of such litigation, and, if no such conditions exist, Applicant shall affirmatively disclose the same;
- q)** Information relating to whether, over the past 10 years, Applicant has been the subject of any governmental action of any kind (e.g., investigation, proceeding, penalty, licensure issue, etc.) and the status and/or results of such action, and, if no such conditions exist, Applicant shall affirmatively disclose the same; and
- r)** Completion of any other forms contained within this Selection Manual.

Applicants shall not submit as part of any Qualification Statement a proposal for the compensation to be paid under the agreement.

SECTION 4. INSURANCE. As noted above, each Applicant should include as part of its Qualification Statement a current Certificate of Insurance, or equivalent information, identifying the Applicant's current insurance limits and demonstrating the Applicant's ability to provide errors and omissions and other insurance. As part of any contract negotiations and final contract with the Applicant, the District may require that the Applicant provide such coverage in connection with the Project and identify the District, and the District's officers, supervisors, agents, staff, and representatives as additional insureds, and, in the event an Applicant is unable to provide such insurance, the District reserves the right to cease negotiations with that Applicant and enter into negotiations with the next highest qualified Applicant. The District further reserves the right to revise the insurance and indemnification requirements, among other contract provisions, in connection with any contract negotiations.

SECTION 5. FINANCIAL CAPACITY. In evaluating the Qualification Statements, the District may consider the financial capacity of each Applicant, and accordingly each Applicant should submit relevant information regarding financial capacity, as stated above. In the event the Applicant enters into contract negotiations with the District, the District may in its sole discretion require that the Applicant provide sufficient proof of financial capacity, including, if requested, audited financial statements from the last three years.

SECTION 6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Selection Manual are to be directed in writing via e-mail only to Venessa Ripoll, District Manager, at ripollv@pfm.com. The deadline for submitting such questions shall be _____ (EST) on _____. Additionally, the District reserves the right in its sole discretion to make changes to the Selection Manual up until the deadline for submitting the Qualification Statements. Interpretations or clarifications considered necessary in response to any questions, and any changes to the Selection Manual up until the time of Qualification Statement opening, will be issued by Addenda, to all parties recorded as having received the Selection Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Applicants. No inquiries will be accepted from subcontractors; the Applicant shall be responsible for all queries. In submitting a Qualification Statement, each Applicant shall submit an acknowledgment of receipt of all Addenda and represents that it has read and understands the Selection Manual and that the Qualification Statement is made in accordance therewith.

SECTION 7. SUBMISSION OF QUALIFICATION STATEMENT. Each Applicant shall submit an original copy and one (1) electronic copy (PDF format on a USB flash drive) of the Qualification Statement forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an envelope, marked with the project title and name and address of the Applicant and accompanied by the required documents. If the Qualification Statement is sent through the mail or other delivery system, the sealed envelope shall be enclosed in an envelope with a notation "QUALIFICATION STATEMENT FOR CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT ENCLOSED - ENGINEERING SERVICES" on the face of it.

SECTION 8. MODIFICATION AND WITHDRAWAL. Qualification Statements may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Qualification Statements are to be submitted at any time prior to the time and date the Qualification Statements are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No Qualification Statement may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 9. PUBLIC PRESENTATIONS. In connection with evaluating Qualification Statements submitted to the District, the District's Board of Supervisors ("**Board**") may elect to require public presentations by no fewer than three (3) Applicants (unless fewer submit) regarding an Applicant's Qualification Statement, approach to the Project, ability to furnish required services for the Project, and any relevant questions for the Applicant. The individual(s) who would be responsible for providing the engineering services and interacting with the District's representatives on a day-to-day basis shall be available at such presentations. The presentations are initially scheduled to occur at the **District's** _____ meeting, to be held at the Cross Creek Amenity Center, 4000 Creekside Park Dr., Parrish, FL 34219, as well as at such other meeting or meetings as the District's Board may designate (contact the District Manager for time/location, and any adjustments to the date).

SECTION 10. EVALUATION OF QUALIFICATION STATEMENTS; NEGOTIATION PROCESS; CONTRACT AWARD. The Board shall review and rank the Applicants based on the information provided in the Qualification Statement, any interviews with references, any information from public presentations, and any other information generally within the knowledge of the Board or the District's staff, and using the requirements set forth in the CCNA and in this Selection Manual. Chapter 112, Florida Statutes, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

The highest ranked Applicant will be requested to provide a proposal for compensation to be paid under the agreement and shall enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. In connection with any public presentations, the Board may elect to make an initial ranking of Applicants, select only the top three (or all) Applicants to make public presentations, and then further adjust the rankings based on the presentations, or may adjust the process involving public presentations in its sole discretion. Within fourteen (14) days of the conclusion of any successful contract negotiations or as extended by the District, the District and successful Applicant shall enter into an agreement in a form substantially similar to that set forth in the Selection Manual (subject to the terms of this Selection Manual).

SECTION 11. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all Qualification Statements and waive any informalities or irregularities in Qualification Statements where in the best interests of the District, and as determined by the District's Board in its sole discretion.

SECTION 12. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Selection Manual, the only mandatory requirements of this Selection Manual for Applicants are that each Applicant must (a) be authorized to do business in Florida, and (b) hold all required State and Federal licenses in good standing. All other requirements set forth in the Selection Manual shall be deemed "permissive," in that an Applicant's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Applicant's Qualification Statement, but instead in the Board's discretion may result in the disqualification of a Qualification Statement or alternatively may be taken into account in the evaluation and scoring of the Qualification Statement.

SECTION 13. PROTESTS. Any protest relating to the Selection Manual, including but not limited to protests relating to the Qualification Statement notice, the instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to the Selection Manual, must be filed in accordance with the District's Rules of Procedure.

SECTION 14. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

SECTION 15. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Qualification Statements will become public record. That said, Florida law does recognize certain exceptions from the public records laws. In the event that the Applicant believes that any particular portion of the Qualification Statement is exempt from disclosure, the Applicant shall mark the exempt pages as "CONFIDENTIAL - EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Applicant. In the event that the District reasonably and in good faith believes that the Applicant's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind

is filed challenging the confidentiality of the Applicant's information, the District may require the Applicant to indemnify, defend, and hold harmless the District and its staff and representatives from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

SECTION 16. E-VERIFY REQUIREMENT. In accordance with Section 448.095, Florida Statutes, if selected, Applicant shall, prior to entering into a contract with the District, utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Applicant throughout the term of the contract with the District; and (b) all persons, including subcontractors, retained or hired by the Applicant, regardless of compensation, to perform work on the services provided pursuant to the contract with the District or any work assignment thereunder.

SECTION 17. SUBMISSION OF ONLY ONE PROPOSAL. Applicants may be disqualified and their Qualification Statements rejected if the District has reason to believe that collusion may exist among Applicants, the Applicant has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 18. FAMILIARITY WITH THE LAW. By submitting a Qualification Statement, the Applicant is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Applicant will in no way relieve it from responsibility to perform the work covered by the Applicant in compliance with all such laws, ordinances and regulations.

SECTION 19. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133(3)(a), *Florida Statutes*:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Applicant represents that in submitting a Qualification Statement, the Applicant has not been placed on the convicted vendor list within the last 36 months and, in the event that the Applicant is placed on the convicted vendor list, the Applicant shall immediately notify the District whereupon the Applicant may be disqualified.

SECTION 20. TABLE OF DEADLINES. For the convenience of the Applicants, the table provided below lists the relevant dates and times for the relevant aforementioned deadlines and events:

Event	Time
Availability of Selection Manual	
Deadline for Submission of Questions Regarding Selection Manual	

Deadline for Submission of Qualification Statement and Other Required Materials	
Deadline for Selection Manual Protests	Seventy-two (72) hours after the Submittal Deadline, with a more formal and detailed protest due seven (7) calendar days after the initial notice of protest was filed.
Qualification Presentation at Meeting of District's Board of Supervisors	

It is anticipated that the District's Board of Supervisors will make a final ranking regarding this Request for Qualifications at the District's _____ Board of Supervisors meeting.

CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL
ENGINEERING SERVICES
Manatee County, Florida

Evaluation Criteria

- 1) Ability and Adequacy of Professional Personnel** (Weight: 20 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Engineer's Past Performance and Experience** (Weight: 25 Points)

Experience on projects similar to the Project, and past performance regarding such projects; character, integrity, and reputation of respondent; etc.
- 3) Project Approach** (Weight: 15 Points)

Consider the firm's initial strategy for addressing the Project.
- 4) Geographic Location** (Weight: 5 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 5) Ability to Meet Time and Budget Requirements** (Weight: 10 Points)

Consider the consultant's ability to meet time and budget requirements including staffing levels and past performance on previous projects; etc.
- 6) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 7) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.
- 8) Volume of Work Previously Awarded to Engineer by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.
- 9) Financial Capacity** (Weight: 10 Points)

Consider the firm's financial capacity and insurance levels.

APPLICANT'S TOTAL SCORE

(100 Points Possible)

CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Manatee County, Florida

Architect-Engineer Qualifications, Standard Form 330

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					☐ CHECK IF BRANCH OFFICE		
b.					☐ CHECK IF BRANCH OFFICE		
c.					☐ CHECK IF BRANCH OFFICE		
d.					☐ CHECK IF BRANCH OFFICE		
e.					☐ CHECK IF BRANCH OFFICE		
f.					☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		☐ Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">PROFESSIONAL SERVICES</td> <td style="width: 50%; padding: 2px;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
2b. STREET			5. OWNERSHIP	
2c. CITY			a. TYPE	
2d. STATE		2e. ZIP CODE	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM (If Block 2a is a Branch Office)	
6b. TELEPHONE NUMBER		6c. EMAIL ADDRESS		
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

The foregoing is a statement of facts.

a. SIGNATURE		b. DATE
c. NAME AND TITLE		

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“**Applicant**”) and am authorized to make this Affidavit of Acknowledgments on behalf of Applicant.

2. I assisted with the preparation of, and have reviewed, the Applicant’s Qualification Statement (“**Qualification Statement**”) provided in response to the CrossCreek Community Development District Request for Qualifications for Professional Engineering Services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Applicant to constitute good cause for rejection of the Qualification Statement.

3. I do hereby certify that the Applicant has submitted only a single Qualification Statement and has not, either directly or indirectly, participated in collusion relating to the submission of the Qualification Statement.

4. The Applicant agrees through submission of the Qualification Statement to honor its Qualification Statement for one hundred and twenty (120) days from the opening of the Qualification Statements, and if awarded the contract on the basis of this Qualification Statement and further negotiations with the District, to enter into and execute the contract in a form substantially similar to that included in the Selection Manual.

5. The Applicant acknowledges the receipt of the complete Selection Manual as provided by the District and as described in the Selection Manual’s Table of Contents, and, to the extent that Addendums have been issued, the receipt of the following Addendum Nos.: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Submittal Deadline, the Applicant acknowledges that (i) the Applicant has read, understood, and accepted the Selection Manual; (ii) the Applicant has had an opportunity to consult with legal counsel regarding the Selection Manual; (iii) the Applicant has agreed to the terms of the Selection Manual; and (iv) the Applicant has waived any right to challenge any matter relating to the Selection Manual, including but not limited to any protest relating to the Qualification Statement notice, instructions, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Selection Manual, or any other issues or items relating to the Selection Manual.

7. The Applicant authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the CrossCreek Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Qualification Statement, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Applicant.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this _____ day of _____, 20____.

Applicant: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20____, by _____, _____ of _____, who is () personally known to me or () have produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

SWORN STATEMENT UNDER SECTION 287.133, *FLORIDA STATUTES*,
REGARDING PUBLIC ENTITY CRIMES

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

This sworn statement is submitted to CrossCreek Community Development District.

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Applicant") and am authorized to make this Sworn Statement on behalf of Applicant.
2. Applicant's business address is _____
_____.
3. Applicant's Federal Employer Identification Number (FEIN) is _____.
(If the Applicant has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:

A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity."
8. Based on information and belief, the statement which I have marked below is true in relation to the Applicant submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

(Signatures on Following Page)

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

Dated this _____ day of _____, 20__.

Applicant:_____

By:_____

Title:_____

STATE OF _____
COUNTY OF _____

Acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20__, by _____, _____ of _____, who is () personally known to me or () have produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES
Manatee County, Florida

Draft Form of Contract

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the “**Agreement**”) is made and entered into effective the ____ day of _____, 20____, by and between:

CrossCreek Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Manatee County, Florida, with a mailing address of c/o PFM Group Consulting, LLC, 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 (the “**District**”); and

_____, a _____, with a mailing address of _____ (the “**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities, and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES.

- A.** The Engineer will provide general engineering services, including:
1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 3. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects.
 4. Any other items requested by the Board of Supervisors.
- B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 2. Processing of contractor's pay estimates.
 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 4. Final inspection and requested certificates for construction including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 6. Any other activity related to construction as authorized by the Board.
- C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**, attached hereto and incorporated by this reference. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

- B.** The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.
- C.** The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. ACCOUNTING RECORDS. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 12. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 13. INSURANCE.

- A.** Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 2. Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
 3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
 4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties on a primary and non-contributory basis, except with respect to the Worker's Compensation Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.
- D.** If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 15. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the

District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 17. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 18. INDEMNIFICATION. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents (\$2,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 19. EMPLOYMENT VERIFICATION. The Engineer and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not

limited to, registering with, and using the E-Verify system. Engineer agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Engineer knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Engineer and order Engineer to immediately terminate the contract with the subcontractor. Engineer shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Engineer's failure to comply with the E-Verify requirements referenced herein.

ARTICLE 20. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 21. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Hillsborough County, Florida.

ARTICLE 22. NOTICE. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to Engineer: [TO BE INSERTED]

If to District: CrossCreek Community Development District
3501 Quadrangle Blvd, Suite 270
Orlando, FL 32817
Attn: Venessa Ripoll, District Manager

With a Copy to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
Attn: Andrew Cohen, District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-

business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

ARTICLE 23. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is Venessa Ripoll, PFM ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VENSSAR RIPOLL, 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817, RIPOLLV@PFM.COM

ARTICLE 24. NO THIRD-PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 26. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 27. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

ARTICLE 28. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 29. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 30. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 31. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 32. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 33. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs at all judicial levels.

ARTICLE 34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 35. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

CROSSCREEK COMMUNITY
DEVELOPMENT DISTRICT

Assistant Secretary/Secretary

Chairperson,
Board of Supervisors

[ENGINEER]

Witness

By: _____
Its: _____

EXHIBIT A: Schedule of Rates

Exhibit A
Schedule of Rates

Cross Creek Community Development District

Review and Consideration of Envera Proposal



Quote #: Q-15492-1
 Date: 12/12/2024
 Expires On: 2/28/2025

Envera Systems

Next Generation Security
 4171 W Hillsboro Blvd Ste 2
 Coconut Creek, FL 33073
 Phone: (855) 936-8372 | Email: info@enverasystems.com

Prepared for

Cross Creek CDD - Parrish
 Clubhouse: Creekside Park Dr
 Parrish, Florida 34219

SECURITY CONSULTANT	PHONE	EMAIL
Cody Childress		cody@enverasystems.com

INSTALLATION INVESTMENT

Installation Investment Total: \$0.00

THIRD PARTY FINANCING OPTIONS

36 Months Financing at 3.99%

Monthly Payment: \$0.00

- Finance Options Based on Credit Approval
- \$85 Documentation Fee & First Month Required at Signing
- Eligibility subject to credit approval upon receipt of credit application to Canon Financial Services, Inc.
- Finance Application can be found at enverasystems.com/financing

MONTHLY INVESTMENT

Amenity - Active Video Surveillance

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
6	Actively Monitored Outdoor Camera	\$61.44	\$368.64
1	Service & Maintenance Plan	\$122.86	\$122.86
Amenity - Active Video Surveillance TOTAL:			\$491.50

Amenity - Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Database Management	\$122.89	\$122.89

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$122.89	\$122.89
Amenity - Access Control TOTAL:			\$245.78

Monthly Investment Total: \$737.28

Local sales tax will be added to Monthly Investment.

SERVICE & MAINTENANCE PLAN

- During Primary Period, should any equipment need to be serviced or replaced, Envera will not charge for labor or system parts and materials.
- During Renewal Periods, should any equipment need to be serviced or replaced, Envera will not charge for labor and will only charge cost for system parts and materials.
- Ground loops are warrantied for a period of 90 days and are not included in the Service & Maintenance Plan
- Service Level Commitment
 - Envera will perform system checks of all cameras on a daily basis.
 - Envera will proactively troubleshoot any discovered issues, which may include sending a technician onsite.
 - Since most issues can be resolved remotely, emergency service requests will be responded to within 24 hours.
- Service and Maintenance Plan excludes accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power or internet service.

TERMS & CONDITIONS

- Monthly pricing is based on 350 current homes, with a maximum of 350 homes at full build out.
- Package pricing is applied to installation and monthly pricing. Pricing presented in this Quote is based on the purchase of all items as presented.
- Minimum 36-month agreement is required for monthly services (sales tax will be added to all monthly charges).
- Community will be responsible for all costs related to permits, bonds, surveys, drawings or site plan modifications.
- Community will be responsible for all required internet lines with minimum of 5Mbps upload and download speeds for most systems to operate. This may require multiple primary and backup lines throughout the community. Envera's team will work with internet providers to assist Client as necessary.
- Community will be responsible for providing adequate power at all head-end locations.
- Deposit due at signing equal to 50% of installation costs and two (2) months of the monthly services costs prior to Envera scheduling work. 40% of installation will be due within 5 days of Envera beginning installation. Final 10% of installation is due within 5 days of Envera completing installation.
- If purchasing a Virtual Gate Guard or Access Control System, Community will be responsible for providing a list of all residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- If purchasing a Virtual Gate Guard System:
 - *Virtual Gate Guard Monitoring is a per home charge and any additional homes added above those reported in the Qty field above (or at signing) will be charged to the Community at the per home price per month.
 - Installation of the equipment will take approximately six weeks to complete and fully test
 - Envera's Implementation Team will provide a resident orientation session
 - Once the system is activated and on-line, Envera will conduct a "soft opening" giving residents 21 days to get acclimated (Guests will be asked where they are going but no guest will be denied entry)
 - After the soft opening period expires, all guests will be verified before being granted entry into the community
 - Recurring monthly pricing is based on all resident and renters having Envera programmed credentials on their vehicles and unencumbered access to use MyEnvera.com or the MyEnvera App for guest management

Cross Creek Community Development District

Discussion of Irrigation

Cross Creek Community Development District

Discussion of Amenity Center Landscape

Cross Creek Community Development District

Discussion of the Gym

Cross Creek Community Development District

Review and Consideration of LMP Float Switch Proposal



Proposal

Proposal No.: 316828

Proposed Date: 01/10/25

PROPERTY:	FOR:
Cross Creek CDD (Includes Add. #1 & #2) Rachel Proctor 400 Creekside Park Drive Parrish, FL 34219	Float Switch

Install a float switch and replace the pump motor to automatically refill the pond for irrigation purposes.

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Control Components					\$4,696.62
Installation	3.00	EA	\$247.50	\$742.50	
amc motor control 15-50 HP 460V 3PH	1.00	EA	\$2,595.55	\$2,595.55	
float switch	1.00	EA	\$367.58	\$367.58	
misc fittings	1.00	EA	\$175.00	\$175.00	
hunter PSR - 52 Start Relay	1.00	EA	\$361.24	\$361.24	
step down transformer for float switch	1.00	EA	\$454.75	\$454.75	
				Total:	\$4,696.62

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: LMP agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by LMP will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. LMP is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

_____	_____
Signature (Owner/Property Manager)	Date

Printed Name (Owner/Property Manager)

_____	_____
Signature - Representative	Date

Cross Creek Community Development District

Discussion of PRECO Meters/Lights

**Cross Creek
Community Development District**

**Ratification of Payment Authorization
Nos. 275 - 282**

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 275
11/1/2024

Item No.	Vendor	Invoice Number	General Fund FY 2024	General Fund FY 2025
1	Bandu Pool Service: November 2024	INV0276		\$ 3,000.00 ✓
2	Hagood's Handyman & Landscaping Vegetation Removal: October 2024	INV0089		\$ 1,250.00 ✓
3	Landscape Maintenance Professionals Hurricane Milton Clean Up 10/21/24 Hurricane Milton Clean Up 10/28/24	187913 187934		\$ 3,710.00 ✓ \$ 3,220.00 ✓
4	Turner Pest Control Quarterly Pest Prevention Rodent Prevention	619702194 619702953		\$ 149.80 ✓ \$ 85.60 ✓

Subtotal \$ - \$ 11,415.40

TOTAL **\$11,415.40**

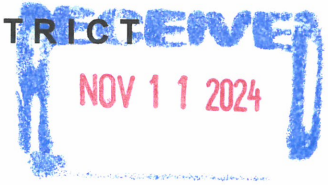
APPROVED : C. Mruz 11/15/24

Venessa Ripoll
Secretary / Assistant Secretary

Charles Mruz
Chairman / Vice Chairman

C

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT



Payment Authorization No. 276
11/8/2024

Item No.	Vendor	Invoice Number	General Fund FY 2024	General Fund FY 2025
1	DoodyCalls of Parrish FL Common Area Cleaning: October 2024	PAR-0222835		\$ 300.00 ✓
2	Envera Clubhouse Alarm Monitoring: December 2024	747929		\$ 695.55 ✓
3	McClatchy Company Legal Advertising 10/06/24 (Ad: IPL0195530)	274404		\$ 85.41 ✓
4	Persson, Cohen, Mooney, Fernandez & Jackson District Counsel: October 2024	5491		\$ 742.35 ✓
5	PFM Group Consulting LLC District Management Fee: November 2024	DM-11-2024-15		\$ 2,750.00 ✓
6	Suburban Propane Late Charge 10/31/24	1564-273350		\$ 1.44 ✓
7	VenturesIn.com, Inc. Website Maintenance: November 2024	47209		\$ 80.00 ✓

Subtotal \$ - \$ 4,654.75

TOTAL \$4,654.75

APPROVED: *C. Cruz* 11/15/24

Venessa Ripoll
Secretary / Assistant Secretary

Charles P. Ray
Chairman / Vice Chairman

C

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 277

11/15/2024

Item No.	Vendor	Invoice Number	General Fund FY 2024	General Fund FY 2025
1	DoodyCalls of Parrish FL			
	Common Area Cleaning: August 2024	PAR-0198048	\$ 381.80	
	Common Area Cleaning: September 2024	PAR-0209960	\$ 300.00	
2	Envera Systems			
	Service Call - Clubhouse	82080	\$ 245.00	
3	Manatee County Utilities (paid online)			
	4000 CREEKSIDE PARK DR; 09/18/24-10/17/24	Acct: 100046281		\$ 1,857.04
	12501 RYEGRASS LOOP; 09/19/24-10/17/24	Acct: 100046357		\$ 40.78
	12515 FRESHWATER RUN; 09/19/24-10/17/24	Acct: 100046436		\$ 191.84
4	Peace River Electric (paid online)			
	4100 CREEKSIDE PARK DR; 08/23/24-09/23/24	Acct:158231004	CREDIT*	
	4100 CREEKSIDE PARK DR; 09/23/24-10/23/24	Acct:158231004		\$ 703.36
	4000 CREEKSIDE PARK DR; 09/23/24-10/23/24	Acct:158231006		\$ 1,120.15
* Please see 10/30/24 bill Account Summary for details.				
		Subtotal	\$ 926.80	\$ 3,913.17
		TOTAL	\$4,839.97	

Vivian Carvalho

Secretary / Assistant Secretary



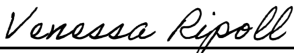
Chairman / Vice Chairman

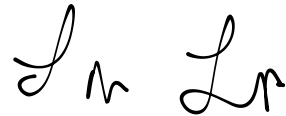
**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 278

11/22/2024

Item No.	Vendor	Invoice Number	General Fund FY 2024	General Fund FY 2025
1	Advanced Aquatic Services Lake Maintenance: November 2024	10556688		\$ 1,222.00
2	Egis Insurance Advisors, LLC FY 2025 Insurance - Volunteer & Board Member	25335		\$ 850.00
3	PFM Group Consulting LLC Billable Expenses: August 2024	133509	\$ 87.50	
Subtotal			\$ 87.50	\$ 2,072.00
TOTAL			\$2,159.50	


Secretary / Assistant Secretary

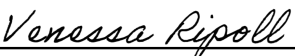

Chairman / Vice Chairman

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 279

12/6/2024

Item No.	Vendor	Invoice Number	General Fund FY 2025
1	3rd Generation Insulation, LLC Amenity Center Cleaning: November 2024	CL006	\$ 600.00
2	Bandu Pool Service: December 2024	INV0292	\$ 3,000.00
3	Barber Tennis, LLC Pickleball Court Resurfacing, Balance Due	296	\$ 3,500.00
4	DoodyCalls of Parrish FL Common Area Cleaning: November 2024	PAR-0226033	\$ 375.00
5	Envera Clubhouse Alarm Monitoring: January 2025	749090	\$ 695.55
6	Landscape Maintenance Professionals Landscape Maintenance: December 2024	188542	\$ 13,085.00
7	Manatee County Utilities 4000 CREEKSIDE PARK DR; 10/18/24-11/17/24 12501 RYEGRASS LOOP; 10/18/24-11/14/24 12515 FRESHWATER RUN; 10/18/24-11/17/24	Acct: 100046281 Acct: 100046357 Acct: 100046436	\$ 646.74 \$ 40.78 \$ 112.67
8	Peace River Electric 4100 CREEKSIDE PARK DR; 10/23/24-11/22/24 4000 CREEKSIDE PARK DR; 10/23/24-11/22/24	Acct:158231004 Acct:158231006	\$ 1,181.89 \$ 1,008.22
9	Persson, Cohen, Mooney, Fernandez & Jackson District Counsel: November 2024	5564	\$ 1,590.75
10	Turner Pest Control Rodent Prevention	619994683	\$ 85.60
11	VenturesIn.com, Inc. Website Maintenance: December 2024	47259	\$ 80.00
TOTAL			\$ 26,002.20


Secretary / Assistant Secretary


Chairman / Vice Chairman

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 280
12/13/2024

Item No.	Vendor	Invoice Number	General Fund FY 2025
1	3rd Generation Insulation, LLC Amenity Center Cleaning: December 2024	CL007	\$ 600.00
2	PFM Group Consulting LLC District Management Fee: December 2024	DM-12-2024-15	\$ 2,750.00
TOTAL			\$ 3,350.00

Venessa Ripoll
Secretary / Assistant Secretary

Liana Litwin
Chairman / Vice Chairman

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 281

12/20/2024

Item No.	Vendor	Invoice Number	General Fund FY 2025
1	PFM Group Consulting LLC Disclosure Fee S2016A/B: 10/01/24-12/31/24	134285	\$ 250.00

TOTAL	\$ 250.00
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Venessa Ripoll

Secretary / Assistant Secretary

Liam Luth

Chairman / Vice Chairman

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 282

1/3/2025

Item No.	Vendor	Invoice Number	General Fund FY 2025
1	3rd Generation Insulation, LLC Amenity Center Cleaning: January 2025	2501	\$ 700.00
2	Advanced Aquatic Services Lake Maintenance: January 2025	10557113	\$ 1,222.00
3	Bandu Pool Service: January 2025	INV0321	\$ 3,000.00
4	DoodyCalls of Parrish FL Common Area Cleaning: December 2024	PAR-0246347	\$ 320.40
5	Envera Clubhouse Alarm Monitoring: February 2025	750211	\$ 695.55
6	Hagood's Handyman & Landscaping Slide Rock Replacement Vegetation Removal: December 2024 Pool Slide Gate Lock Removal	INV0085 INV0169 INV0283	\$ 2,359.00 \$ 1,250.00 \$ 100.00
7	Manatee County Utilities 4000 CREEKSIDE PARK DR; 11/15/24-12/17/24 12501 RYEGRASS LOOP; 11/15/24-12/17/24 12515 FRESHWATER RUN; 11/18/24-12/17/24	Acct: 100046281 Acct: 100046357 Acct: 100046436	\$ 860.58 \$ 46.24 \$ 127.23
8	Peace River Electric 4100 CREEKSIDE PARK DR; 11/22/24-12/23/24 4000 CREEKSIDE PARK DR; 11/22/24-12/23/24	Acct:158231004 Acct:158231006	\$ 1,326.35 \$ 1,598.23
TOTAL			\$ 13,605.58

Venessa Ripoll
Secretary / Assistant Secretary

Lianna Litwin
Chairman / Vice Chairman

Cross Creek Community Development District

Review of District Financial Statements



Cross Creek CDD

November 2024 Financial Package

November 30, 2024

PFM Group Consulting LLC
3501 Quadrangle Blvd
Suite 270
Orlando, FL 32817
407-723-5900



Cross Creek CDD
Statement of Financial Position
As of 11/30/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$ 16,328.01				\$ 16,328.01
Assessments Receivable	522,531.09				522,531.09
Assessments Receivable		\$ 44,172.56			44,172.56
Due From Other Funds		988.63			988.63
Debt Service Reserve 2007A Bond		15,661.99			15,661.99
Debt Service Reserve 2007B Bond		9,535.21			9,535.21
Debt Service Reserve 2016AB Bond		233,383.56			233,383.56
Revenue 2007AB Bond		13,813.18			13,813.18
Revenue 2016AB Bond		4,682.72			4,682.72
Interest 2016AB Bond		8.05			8.05
Prepayment 2016A Bond		1,000.18			1,000.18
Sinking Fund 2016A Bond		18.18			18.18
Total Current Assets	\$ 538,859.10	\$ 323,264.26	\$ -	\$ -	\$ 862,123.36
<u>Investments</u>					
Amount Available in Debt Service Funds				\$ 278,103.07	\$ 278,103.07
Amount To Be Provided				131,896.93	131,896.93
Total Investments	\$ -	\$ -	\$ -	\$ 410,000.00	\$ 410,000.00
Total Assets	\$ 538,859.10	\$ 323,264.26	\$ -	\$ 410,000.00	\$ 1,272,123.36
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$ 37,838.21				\$ 37,838.21
Due To Other Funds	988.63				988.63
Deferred Revenue	522,531.09				522,531.09
Deferred Revenue		\$ 44,172.56			44,172.56
Total Current Liabilities	\$ 561,357.93	\$ 44,172.56	\$ -	\$ -	\$ 605,530.49
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$ 410,000.00	\$ 410,000.00
Total Long Term Liabilities	\$ -	\$ -	\$ -	\$ 410,000.00	\$ 410,000.00
Total Liabilities	\$ 561,357.93	\$ 44,172.56	\$ -	\$ 410,000.00	\$ 1,015,530.49
<u>Net Assets</u>					
Net Assets, Unrestricted	\$ (7,306.40)				\$ (7,306.40)
Net Assets - General Government	66,738.30				66,738.30
Current Year Net Assets - General Government	(81,930.73)				(81,930.73)
Fund Balance - Unreserved		\$ (1,185,850.00)			(1,185,850.00)
Net Assets, Unrestricted		4,792,089.14			4,792,089.14
Current Year Net Assets, Unrestricted		(9,739.44)			(9,739.44)
Net Assets - General Government		(3,317,408.00)			(3,317,408.00)
Net Assets, Unrestricted			\$ (1,905,948.00)		(1,905,948.00)
Net Assets - General Government			1,905,948.00		1,905,948.00
Total Net Assets	\$ (22,498.83)	\$ 279,091.70	\$ -	\$ -	\$ 256,592.87
Total Liabilities and Net Assets	\$ 538,859.10	\$ 323,264.26	\$ -	\$ 410,000.00	\$ 1,272,123.36



Cross Creek CDD
Statement of Activities
As of 11/30/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$ 7,803.94				\$ 7,803.94
On-Roll Assessments		\$ 650.87			650.87
Total Revenues	<u>\$ 7,803.94</u>	<u>\$ 650.87</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,454.81</u>
<u>Expenses</u>					
Public Officials' Insurance	\$ 4,053.00				\$ 4,053.00
Trustee Services	1,346.88				1,346.88
District Management	5,500.00				5,500.00
District Counsel	742.35				742.35
Assessment Administration	5,000.00				5,000.00
Legal Advertising	85.41				85.41
Web Site Maintenance	160.00				160.00
Dues, Licenses, and Fees	175.00				175.00
Electric	1,823.51				1,823.51
Water	2,089.66				2,089.66
Pool Maintenance	6,000.00				6,000.00
Amenity - Camera/Monitoring (Envera)	2,086.65				2,086.65
Amenity - Janitorial	900.00				900.00
General Liability Insurance	4,237.00				4,237.00
Property & Casualty	15,672.00				15,672.00
Lake Maintenance	3,572.00				3,572.00
Landscaping Maintenance & Material	26,170.00				26,170.00
Landscape Improvements	1,250.00				1,250.00
Major Repair & Replacements	9,030.60				9,030.60
Pest Control	235.40				235.40
Interest Payments		\$ 11,480.00			11,480.00
Total Expenses	<u>\$ 90,129.46</u>	<u>\$ 11,480.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 101,609.46</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$ 394.79				\$ 394.79
Interest Income		\$ 1,109.22			1,109.22
Net Increase (Decrease) in FV of Inv		(19.53)			(19.53)
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$ 394.79</u>	<u>\$ 1,089.69</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,484.48</u>
Change In Net Assets	\$ (81,930.73)	\$ (9,739.44)	\$ -	\$ -	\$ (91,670.17)
Net Assets At Beginning Of Year	\$ 59,431.90	\$ 288,831.14	\$ -	\$ -	\$ 348,263.04
Net Assets At End Of Year	<u>\$ (22,498.83)</u>	<u>\$ 279,091.70</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 256,592.87</u>



Cross Creek CDD
Budget to Actual
For the Month Ending 11/30/2024

	Actual	Budget	Variance	FY 2025 Adopted Budget	Percentage
<u>Revenues</u>					
On-Roll Assessments	\$ 7,803.94	\$ 89,040.83	\$ (81,236.89)	\$ 534,245.00	1.46%
Carry Forward	20,324.00	3,387.33	16,936.67	20,324.00	100.00%
Net Revenues	\$ 28,127.94	\$ 92,428.17	\$ (64,300.23)	\$ 554,569.00	5.07%
<u>General & Administrative Expenses</u>					
Public Officials' Insurance	\$ 4,053.00	\$ 705.00	\$ 3,348.00	\$ 4,230.00	95.82%
Trustee Services	1,346.88	1,000.00	346.88	6,000.00	22.45%
District Management	5,500.00	5,500.00	-	33,000.00	16.67%
Engineering	-	83.33	(83.33)	500.00	0.00%
Annual Disclosure	-	166.67	(166.67)	1,000.00	0.00%
Property Appraiser	-	83.33	(83.33)	500.00	0.00%
District Counsel	742.35	2,666.67	(1,924.32)	16,000.00	4.64%
Assessment Administration	5,000.00	833.33	4,166.67	5,000.00	100.00%
Reamortization Schedule	-	83.33	(83.33)	500.00	0.00%
Audit	-	680.83	(680.83)	4,085.00	0.00%
Arbitrage Calculation	-	83.33	(83.33)	500.00	0.00%
Postage & Shipping	-	16.67	(16.67)	100.00	0.00%
Copies	-	4.17	(4.17)	25.00	0.00%
Legal Advertising	85.41	75.00	10.41	450.00	18.98%
Office Supplies	-	25.00	(25.00)	150.00	0.00%
Web Site Maintenance	160.00	160.00	-	960.00	16.67%
Dues, Licenses, and Fees	175.00	29.17	145.83	175.00	100.00%
Total General & Administrative Expenses	\$ 17,062.64	\$ 12,195.83	\$ 4,866.81	\$ 73,175.00	23.32%
<u>Field Expenses</u>					
Electric	\$ 1,823.51	\$ 6,666.67	\$ (4,843.16)	\$ 40,000.00	4.56%
Water	2,089.66	2,500.00	(410.34)	15,000.00	13.93%
Pool Maintenance	6,000.00	6,666.67	(666.67)	40,000.00	15.00%
Amenity - Camera/Monitoring (Envera)	2,086.65	1,500.00	586.65	9,000.00	23.19%
Amenity - Janitorial	900.00	1,200.00	(300.00)	7,200.00	12.50%
General Liability Insurance	4,237.00	750.00	3,487.00	4,500.00	94.16%
Property & Casualty	15,672.00	1,833.33	13,838.67	11,000.00	142.47%
Lake Maintenance	3,572.00	2,500.00	1,072.00	15,000.00	23.81%
Landscaping Maintenance & Material	26,170.00	26,170.00	-	157,020.00	16.67%
Landscape Improvements	1,250.00	3,333.33	(2,083.33)	20,000.00	6.25%
Major Repair & Replacements	9,030.60	26,852.33	(17,821.73)	161,114.00	5.61%
Pest Control	235.40	260.00	(24.60)	1,560.00	15.09%
Total Field Expenses	\$ 73,066.82	\$ 80,232.33	\$ (7,165.51)	\$ 481,394.00	15.18%
Total Expenses	\$ 90,129.46	\$ 92,428.17	\$ (2,298.71)	\$ 554,569.00	16.25%
Income (Loss) from Operations	\$ (62,001.52)	\$ -	\$ (62,001.52)	\$ -	
<u>Other Income (Expense)</u>					
Interest Income	\$ 394.79	\$ -	\$ 394.79	\$ -	
Total Other Income (Expense)	\$ 394.79	\$ -	\$ 394.79	\$ -	
Net Income (Loss)	\$ (61,606.73)	\$ -	\$ (61,606.73)	\$ -	