12051 Corporate Boulevard, Orlando, FL 32817; Phone: 407-723-5900, Fax: 407-723-5901 www.crosscreekcdd.org

The meeting of the Board of Supervisors of Cross Creek Community Development District will be held Tuesday June 1, 2021 at 11:00 a.m. at 1651 Whitfield Avenue, Suite 200, Sarasota, FL 34243. The following is the proposed agenda for this meeting.

PLEASE NOTE: In light of social distancing requirements, there will be limited space for members of the public to physically attend the meeting. Attendance will be available ONLY through virtual means. To attend the meeting virtually, please call:

Call in number: 1-844-641-3956

Passcode: 792 560 599 #

Join from the meeting link

https://pfmgroup.webex.com/join/ripollv

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period [for any members of the public desiring to speak on any proposition before the Board limited 2 minutes]
- 1. Consideration of the Minutes of the February 23, 2021 Board of Supervisors' Meeting
- 2. Consideration of the Minutes of the February 23, 2021 Auditor Selection Committee Meeting

Business Matters

- 3. Consideration of Resolution 2021-07, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date [Suggested Hearing Date of August 24, 2021]
- 4. Letter from Supervisor of Elections, Manatee County
- 5. Ratification of the Longboat Aquatics, Corp Agreement
- 6. Ratification of Payment Authorizations 97-111
- 7. Review of District Financial Statements

Other Business

- Staff Reports
 - o District Counsel
 - o District Engineer
 - District Manager



- Supervisor Requests Audience Comments

Adjournment



Consideration of the Minutes of the February 23, 2021 Board of Supervisors' Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING Tuesday, February 23, 2021 11:00 A.M. 1651 Whitfield Avenue, Suite 200, Sarasota, FL 34243

Board Members Present via speaker phone or in person:

Charlie Tokarz Chairperson (at 2nd meeting)
Connor Chambers Vice Chairperson (at 1st meeting)

Kathy Beccia Assistant Secretary
Samantha Cortese Assistant Secretary

Also present were:

Vivian Carvalho District Manager- PFM Group Consulting, LLC (via WebEx) Venessa Ripoll Assistant DM - PFM Group Consulting, LLC (via WebEx)

Amy Champagne PFM Group Consulting, LLC (via WebEx)

Andy Cohen District Counsel- Persson Cohen & Mooney, P.A. (via WebEx)

Chris Chavez Medallion Home
Charlie McKinnies Medallion Home

Tabitha Callis (via WebEx)

Various Audience Members

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The meeting was called to order at 11:01 a.m. and roll call was initiated.

Ms. Ripoll requested a motion to continue the Cross Creek Community Development District Board of Supervisors Meeting to 3:30 p.m. today February 23, 2021 with the same call in information as provided for the 11:00 a.m. meeting and the same location.

On MOTION by Mr. Chambers, seconded by Ms. Beccia, with all in favor, the Board Continued the Cross Creek Community Development District Board of Supervisors Meeting to 3:30 p.m. today February 23, 2021 with the same call in information as provided for the 11:00 a.m. meeting and the same location.

Call to Order and Roll Call

The Cross Creek Board of Supervisors' meeting was reconvened at 3:39 p.m. and roll call was initiated.

Public Comment Period

There were no Public Comments at this time.

Mr. Cohen requested that consideration of the Auditor Committee's Recommendation be added to the agenda. Ms. Ripoll noted she has that item under District Manager's Report.

Consideration of the Minutes of the December 22, 2020 Board of Supervisors Meeting.

The Board reviewed the Minutes from the December 22, 2020 Board of Supervisors Meeting.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board approved the Minutes of the December 22, 2020 Board of Supervisors Meeting, as presented.

SECOND ORDER OF BUSINESS

Business Matters

Consideration of Resolution 2021-01, Disbursement of Funds

This resolution is coming before the Board for consideration. Ms. Ripoll explained the Resolution gives District Management authority to disburse funds for payments of expenses, as it states within the resolution that this is for non-continuing expenses not exceeding \$5,000.00. The Board requested this resolution is deferred indefinite from the Agenda.

Consideration of Resolution 2021-05, Adopting a Revised Budget for FY 2020

The District had an increase on a specific line item; therefore, it must be brought before the Board for consideration. It is a requirement to amend the Budget and post the Amended Budget on the website per Statute. The Revised Fiscal Year 2020 Budget is attached to the Resolution as an exhibit.

Ms. Ripoll requested a motion to approve Resolution 2021-05, as presented.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board approved Resolution 2021-05, Adopting a Revised Budget for FY 2020.

Consideration of Resolution 2021-06, Adopting an Internal Controls Policy Consistent with Section 218.33

This is a resolution adopts internal controls. This ensures it is consistent with statute and adheres to statute changes regarding the District's accounting process. This is a formality and a standard document PFM is doing across the board with all their Districts.

Mr. Cohen confirmed he has had other District Management Companies presenting this in their Districts as well and he has no objection to the Resolution.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board Resolution 2021-06, Adopting an Internal Controls Policy Consistent with Section 218.33. as presented.

Ratification of E-Verification Application for the District

Ms. Ripoll explained according to section 448.095, Florida Statutes, all Community Development Districts, whether they directly employ employees or contract for work and services, must register with the E-Verify system. She explained the E-Verify system to the Board. All CDDs must enroll through the Department of Homeland Security's website and execute a Memorandum of Understanding that provides the terms of agreement between the Employer and Homeland Security. Previous contracts do not need to go through E-Verify but will have to go through this process for any new contracts moving forward.

Mr. Cohen stated this new Statute came into effect January 1, 2021 requires all public employers to register with the E-Verify system. The District still qualify as a public employer because they enter into contracts with Contractors and are required to register with E-Verify. He recommended the District ratify the execution of the Memorandum of Understanding. Mr. Cohen is working on a provision to be put in each contract the District has with its contractors regarding E-Verify. Each Contractor must register with E-Verify.

Mr. Tokarz was concerned about contractor's willingness to go through this process. Mr. Cohen stated they will have to if they want to do business. He hasn't had any pushback

from vendors. Mr. Tokarz asked how long the District has to sign this Memorandum and what happens if they refuse. Mr. Cohen responded the District should sign the Memorandum immediately since the law went into effect in January 2021. He noted all of the District's he represents have gone through the process. Furthermore, he stated this is a Federal Law with Homeland Security.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board ratified the E-Verification Application for the District.

Ratification of Preferred Sign Services, LLC Invoice

The Board reviewed the Preferred Sign Services, LLC Invoice.

On MOTION by Mr. Tokarz, seconded by Ms. Cortese, with all in favor, the Board approved the Preferred Sign Services, LLC Invoice.

Ratification of Payment Authorizations 94-96

The Board reviewed Payment Authorizations 94-96. Ms. Ripoll noted these are contractual obligations that have been approved by the Chair and just need to be ratified by the Board.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board ratified Payment Authorizations 94-96.

Review of District Financial Statements

Ms. Ripoll explained that these Financial Statements are through January 31, 2021. There was no action required by the Board.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel
Mr. Cohen stated the last time the Board met they approved everything necessary to proceed with contracting the District's

boundaries. He is continuing to work on that with Mr. Jackson from his office. They are waiting on some survey information which just recently came in. He stated this will move forward quickly.

Mr. Tokarz asked Mr. Cohen to confirm that the Developer is paying the cost of the boundary contraction. Mr. Cohen confirmed that is an accurate statement. At the meeting the last time the Board met there was a Funding Agreement which was approved and executed.

District Engineer- N/A

District Manager-

Ms. Ripoll reported that As of March 2020 the District has conducted virtual meetings per the Executive Orders and at this time District staff would like for the Board to make a motion for the record to ratify all actions that have been taken in the virtual meetings per the various Executive Orders from March 2020 through 12:01AM on November 1st, 2020.

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On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board ratified all actions that have been taken during the virtual meetings per the various Executive Orders from March 2020 through 12:01AM on November 1st, 2020.

Ms. Ripoll presented the review of Auditor Committee Ranking and selection of Auditor. Per the ranking sheet Grau & Associates was ranked No. 1, Berger, Toombs as ranked No. 2 and CRI was ranked No.3. The Committee recommended the Board choose Grau & Associates as the Auditor for the District. She asked the Board to accept the recommendation of the Auditor Selection Committee and proceed with entering into an engagement letter with Grau & Associates.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board accepted the recommendation of the Auditor Selection Committee to ranked Grau & Associates No. 1, Berger, Toombs No. 2, and CRI No. 3 and proceed with entering into an engagement letter with Grau & Associates

District Management Office will notify the Auditor firms the results

of the ranking.

FOURTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no audience comments or Supervisor requests.

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Adjournment

There was no other business to discuss, Ms. Ripoll requested a motion to adjourn the meeting.

On MOTION by Ms. Beccia, seconded by Ms. Cortese, with all in favor, the Board adjourned the February 23, 2021 Continued Board of Supervisors Meeting for Cross Creek Community Development District at 3:54 p.m.

Secretary/Assistant Secretary	Chairperson/ Vice Chairperson

Consideration of the Minutes of the February 23, 2021 Auditor Selection Committee Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION COMMITTEE MEETING Tuesday, February 23, 2021 1651 Whitfield Avenue, Suite 200, Sarasota, FL 34243 11:00 A.M.

Board Members Present via speaker phone or in person:

Present via phone or in person:

Charlie Tokarz Committee Member (at 2nd meeting)
Connor Chambers Committee Member (at 1st meeting)

Kathy Beccia Committee Member

Samantha Cortez Committee Member

Also present via phone or in person were:

Vivian CarvalhoDistrict Manager- PFM Group Consulting, LLC(via WebEx)Venessa RipollAssistant DM - PFM Group Consulting, LLC(via WebEx)Andy CohenDistrict Counsel- Persson Cohen & Mooney, P.A.(via WebEx)

Chris Chavez Medallion Home Tabitha Callis Medallion Home

Amy Champagne PFM Group Consulting, LLC (via WebEx)

Various Audience Members

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 11:01 a.m. and roll call was initiated.

Ms. Ripoll requested a motion to continue the Cross Creek Community Development Auditor Selection Committee Meeting to 3:30 p.m. today February 23, 2021 with the same call in information as provided for the 11:00 a.m. meeting and the same location.

On MOTION by Mr. Chambers, seconded by Ms. Beccia, with all in favor, the Committee Continued the Cross Creek Community Development Auditor Selection Committee Meeting to 3:30 p.m. today February 23, 2021 with the same call in information as provided for the 11:00 a.m. meeting and the same location.

Call to Order and Roll Call

The Cross Creek Auditor Selection Committee was reconvened at 3:34 p.m. and roll call was initiated.

Review Auditing Services Proposal

- a) Grau and Associates,
- b) Berger, Toombs, Elam, Gaines & Frank
- c) Carr, Riggs & Ingram

The District had three companies that submitted their interest to do the Audit for FY 2020 which was Grau and Associates, Berger Toombs and CRI.

Ranking of Auditing Services

PFM put together a recommended ranking based on the previously approved criteria with price. Per the ranking sheet Grau & Associates came in at 100 points, ranking them as #1, Berger, Toombs came in at 97 points, ranking them as #2 and CRI came in at 79.7 points, ranking them as #3. Ms. Ripoll requested a motion from the Committee to approve the ranking recommendation by PFM.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board approved the points and ranking for Grau & Associates as Auditor based on recommended rankings.

Adjournment

There was no other business to discuss, Ms. Ripoll requested a motion to adjourn the Auditor Selection Committee Meeting.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board adjourned the February 23, 2021 Continued Auditor Selection Committee Meeting for Cross Creek Community Development District at 3:38 p.m.

Secretary/Assistant Secretary Chairperson/ Vice Chairperson

Consideration of Resolution 2021-07, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date [Suggested Hearing Date of August 24, 2021]

RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Cross Creek Community Development District ("District") prior to June 15, 2021, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT:

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	 , 2021
HOUR:	
LOCATION:	

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 1st DAY OF JUNE, 2021.

ATTEST:	CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
Secretary	By: Its:
J	

Exhibit A: FY 2021/2022 Proposed Budget

FY 2022 Proposed Preliminary O&M Budget

Exhibit A

	Act	Actual through 04/30/21		Anticipated May Sept		Anticipated FY 2021 Totals		FY 2021 Adopted Budget		FY 2022 Proposed Budget	
Revenues											
Assessments	\$	298.587.30	\$	49.191.70	\$	347,779.00	\$	347,779.00	\$	347.779.00	
Other Income and Financing Souces	•	3,616.00	•	-	•	-	•	-	•	-	
Net Revenues	\$	302,203.30	\$	49,191.70	\$	347,779.00	\$	347,779.00	\$	347,779.00	
General & Administrative Expenses											
Public Officials' Insurance	\$	2,599.00	\$	-	\$	2,599.00	\$	2,723.00	\$	2,860.00	
Trustee Services		5,387.49		3,112.51		8,500.00		8,500.00		8,500.00	
District Management		17,500.00		12,500.00		30,000.00		30,000.00		30,000.00	
Field Management		4,200.00		3,050.00		7,250.00		7,250.00		7,250.00	
Engineering		-		500.00		500.00		500.00		500.00	
Dissemination Agent		2,000.00		2,000.00		4,000.00		4,000.00		4,000.00	
Property Appraiser		-		500.00		500.00		500.00		500.00	
District Counsel		10,283.50		3,333.33		13,616.83		8,000.00		8,000.00	
Assessment Administration		5,000.00		-		5,000.00		5,000.00		5,000.00	
Reamortization Schedule		-		750.00		750.00		750.00		750.00	
Audit		-		6,500.00		6,500.00		6,500.00		6,500.00	
Arbitrage Calculation		-		500.00		500.00		500.00		500.00	
Travel and Per Diem		-		400.00		400.00		400.00		400.00	
Telephone		-		50.00		50.00		50.00		50.00	
Postage & Shipping		109.78		-		109.78		100.00		100.00	
Copies		-		25.00		25.00		25.00		25.00	
Legal Advertising		736.57		187.50		924.07		450.00		450.00	
Office Supplies		182.10		10.42		192.52		25.00		25.00	
Web Site Maintenance		280.00		200.00		480.00		480.00		480.00	
Dues, Licenses, and Fees		194.15		-		194.15		175.00		175.00	
Principal		20,500.00		-		20,500.00		20,500.00		20,500.00	
Interest on Loan		965.78		234.22		1,200.00		1,200.00		1,200.00	
Total General & Administrative Expenses	\$	69,938.37	\$	33,618.76	\$	103,791.35	\$	97,628.00	\$	97,765.00	
Field Expenses											
Electric		21,095.73	\$	18,904.27	\$	40,000.00	\$	40,000.00	\$	40,000.00	
Propane		-		100.00		100.00		100.00		100.00	
Water		4,047.55		7,952.45		12,000.00		12,000.00		12,000.00	
Pool Maintenance		3,915.00		6,085.00		10,000.00		10,000.00		10,000.00	
Contingency		2,187.42		-		2,187.42		2,000.00		1,058.00	
General Liability Insurance		3,639.00		161.00		3,800.00		3,603.00		3,800.00	
Property Insurance		5,893.00		607.00		6,500.00		5,892.00		6,500.00	
Janitorial / Cleaning		4,896.14		1,103.86		6,000.00		6,000.00		6,000.00	
Camera/Monitoring (Envera)		2,472.00		5,232.00		7,704.00		7,704.00		7,704.00	
Lake Maintenance		8,163.00		4,689.00		12,852.00		12,852.00		12,852.00	
Landscape Maintenance		74,336.23		32,663.77		107,000.00		107,000.00		107,000.00	
Landscape Improvements/Irrigation Repair		3,091.80		26,908.20		30,000.00		30,000.00		30,000.00	
Equipment Repair & Maintenance		3,474.42		8,525.58		12,000.00		12,000.00		12,000.00	
Pest Control		743.30		256.70		1,000.00		1,000.00		1,000.00	
Total Field Expenses	\$	137,954.59	\$	113,188.83	\$	251,143.42	\$	250,151.00	\$	250,014.00	
Total General, Administrative Expenses & Field Expense	\$	207,892.96	\$	146,807.59	\$	354,934.77	\$	347,779.00	\$	347,779.00	
Total Expenses	\$	207,892.96	\$	146,807.59	\$	354,934.77	\$	347,779.00	\$	347,779.00	
Net Income (Loss)	\$	94,310.34	\$	(97,615.89)	\$	(7,155.77)	\$		\$		

Cross Creek CDD Adopted Debt Service Fund Budget Series 2016A Special Assessment Bonds FY 2020 "Exhibit B"

	Proposed FY 2022 Budget
Revenues:	
Special Assessments	\$402,780
Total Revenues	\$402,780
Expenditures:	
Series 2016A - Interest 11/1/21 Series 2016A - Principal 5/1/22 Series 2016A - Interest 5/1/22	\$88,900 \$140,000 \$88,900
Total Expenditures	\$317,800
Excess Revenues / (Expenditures)	\$84,980
Series 2016A - Interest 11/01/2022	\$84,980.00

Budget Item Description

Revenues:

On-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as "On-Roll Assessments."

Off-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected through direct billing are referred to as "Off-Roll Assessments."

Other Income & Other Financing Sources

Unexpected revenue source.

Administrative Expenditures:

Public Officials' Liability (POL) Insurance

Supervisors' and Officers' liability insurance.

Trustee Services

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

District Management Fees

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Field Management

Reimbursable expenses such as rental car, gas, tolls and/or mileage incurred by the Field Manager for site visits.

Engineering Fees

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the District throughout the year.

Dissemination Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

Property Appraiser Fee

Cost incurred for a copy of the annual parcel listing for parcels within the District from the county.

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Re-amortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

<u>Audit</u>

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Arbitrage Calculation

Annual computations are necessary to calculate arbitrage rebate liability to ensure the District's compliance with all tax regulations.

Travel & Per Diem

Travel to and from meetings as related to the District.

Telephone

Telephone and fax machine services.

Postage & Shipping

Mail, overnight deliveries, correspondence, etc.

Copies

Printing and binding Board agenda packages, letterhead, envelopes, and copies.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Office Supplies

General office supplies.

Website Maintenance

Website maintenance fee.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

Principal

Principal payment on outstanding loan.

Interest on Loan

Interest charged on outstanding loan.

Field Expenditures:

Electric

Electricity to maintain district property.

Propane

Purchase of propane for District use.

Water/Reclaimed Water

Water used for irrigation and amenity

Swimming Pool Maintenance

Swimming pool requires cleaning and maintenance.

Contingency

Other expenses incurred throughout the year.

General Insurance

General liability insurance.

Property & Casualty

Insurance to protect property and cover casualty.

Janitorial Services

Janitorial services for the clubhouse or amenity center.

Camera/Monitoring (Envera)

Installation and monitoring of security cameras.

Lake Maintenance

Maintenance of lakes owned by District.

Landscape Maintenance

Contracted landscaping and Common Area Maintenance within the boundaries of the District.

Landscape Improvements

Improvements in landscape above and beyond what is already contracted for property owned by District.

Equipment Repair & Maintenance

Repair & maintenance of District equipment, plant, or property.

Pest Control

Pest control services.

Letter from Supervisor of Elections, Manatee County

MICHAEL BENNETT • SUPERVISOR OF ELECTIONS • MANATEE COUNTY

600 301 Boulevard West, Suite 108, Bradenton, Florida 34205-7946 PO Box 1000, Bradenton, Florida 34206-1000

Phone: 941-741-3823 • Fax: 941-741-3820 • VoteManatee.com • Info@VoteManatee.com



April 20, 2021

Cross Creek Community Development District PFM Group Consulting, LLC Attn: Vivian Carvalho 12051 Corporate Blvd Orlando FL 32817

Dear Ms. Carvalho:

We are in receipt of your request for the number of registered voters in the Cross Creek Community Development District of April 15, 2021. According to our records, there were 331 persons registered in the Cross Creek Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

Michael Bennett Supervisor of Elections

MB/sas

Ratification of the Longboat Aquatics, Corp Agreement

AGREEMENT REGARDING POND MANAGEMENT SERVICES BY AND BETWEEN CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT AND LONGBOAT AQUATICS, CORP.

THIS AGREEMENT REGARDING POND MANAGEMENT SERVICES ("Agreement") is made and entered into this 30th day of March 2021, by and between:

CrossCreek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is c/o PFM Group Consulting, LLC, 12051 Corporate Blvd., Orlando, FL 32817 ("District" or "Owner"); and

Longboat Aquatics, Corp., a Florida profit corporation, whose address is 1430 Ewing Street, Nokomis, Florida 34275 ("Contractor").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District owns and has assumed responsibility for the managing and maintaining of certain water bodies within the boundaries of the District; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide pond management services for areas within the District; and

WHEREAS, the Contractor is a provider of such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement; and

WHEREAS, the District and Contractor (collectively, "the Parties") warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. CONTRACTOR'S OBLIGATIONS AND DESCRIPTION OF WORK.

A. General Requirements. Contractor shall perform the services for the District that are described in **Exhibit "A"** of this Agreement (the "Contract Work") in the areas described in **Exhibit "B"** of this Agreement (Pond Maintenance Services Map). All Contract Work shall include all labor, material, equipment, supervision, and

transportation necessary and be performed by Contractor in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. To the extent of any conflict between the terms of this Agreement and the Exhibits, the terms of the Agreement shall govern.

- B. <u>Schedule.</u> Scheduling of maintenance visits by Contractor to perform the Contract Work will be determined by the District. Contractor shall contact the District at least 48 hours ahead of time whenever services cannot be performed by Contractor as scheduled and an alternate time shall be scheduled. The District may request alterations to the general maintenance services timing provided that the Contractor may accomplish the request without incurring additional expenses for equipment, materials, or labor. In addition, Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern related to this Agreement. At that time, the District will compile a list of items that are to be performed by the Contractor prior to the next monthly walk-through. The District will be responsible for scheduling the monthly walk-throughs and Contractor shall provide at least fourteen (14) days' notice to the District if there is a need to reschedule.
- C. <u>Property Damage</u>. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage while performing the Contract Work and further agrees to repair, at Contractor's sole cost, any damage resulting from the Contract Work within 24 hours of the damage occurring.
- D. Replacement of Plant Material. Contractor shall replace, at Contractor's expense, any and all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work as specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to, vandalism and/or other abuse of property. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for any necessary repairs.
- E. <u>Attendance at Meetings.</u> A representative of Contractor with knowledge of the District and the services provided by Contractor under this Agreement shall, if requested by the District, attend, in person, the regularly scheduled meetings of the District's Board of Supervisors and provide maintenance updates to the Board members all at no additional charge.
- F. <u>Investigation and Report of Accidents/Claims.</u> Contractor shall promptly provide a full written report of all accidents or claims for damage relating to maintained property, including any damage or destruction of property, and shall make any and all reports required by any insurance company, law enforcement agency and/or the District in connection therewith.

- G. Compliance with Government Rules, Regulations, Requirements and Orders. Contractor shall take such action as is necessary to comply promptly with any and all orders or requirements affecting the ponds, conservation areas and related areas placed thereon by any governmental authority having jurisdiction. Contractor shall promptly and in no event less than seventy-two (72) hours after receipt notify the District in writing of all such orders or requirements. If the Contractor fails to so notify the District or fails to comply with any such notice or requirement within five (5) days after receipt thereof, this Agreement may be terminated, such termination to be effective immediately upon the giving of notice of termination. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement.
- H. Additional Work. Additional services not described herein and in **Exhibit "A"** can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. If the District desires Contractor to perform additional work or services beyond the scope of work herein or to add additional lands to be maintained, the Contractor shall negotiate in good faith to undertake such additional work or services. Upon agreement by the respective parties to the additional work, the parties shall agree in writing to a modification to, or work authorization under this Agreement including fees for such additional work agreed to by the parties.
- 3. BILLING AND PAYMENT. Contractor's fees for the Contract Work described in paragraph two (2) above are to be billed monthly at a rate of one **thousand**, **one hundred four and 00/100 dollars** (\$1,104.00) per month. Contractor shall invoice the District accordingly for services provided pursuant to the terms of this Agreement. The District shall provide payment for non-disputed amounts within thirty (30) days from receipt by the District of a written invoice. The above fees are inclusive of all fees and expenses to be paid to Contractor for the Contract Work described herein.
- **4. CARE OF THE PROPERTY.** Contractor shall use reasonable care to protect the property of the District, as well as any other landowners from damage by Contractor or its employees. Contractor agrees to repair any damage resulting from Contractor's activities and work, at Contractor's sole expense, as soon as reasonably possible but only to the extent that any loss, liability, or expense is caused by the negligence, misconduct or other fault of Contractor, its agents, or employees.
- **5. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation Statutory

General Liability

Bodily Injury (including contractual) \$1,000,000/\$2,000,000
Property Damage (including contractual) \$1,000,000/\$2,000,000

Automobile Liability (owned, non-owned or hired

automobiles, trailers, or other licensed equipment)

Bodily Injury

Property Damage Combined Single Limit \$2,000,000

Umbrella Liability \$5,000,000

Prior to the commencement of any work, Contractor shall provide to District a certificate naming the District and its officers, supervisors, agents, staff, and representatives as additional insureds in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability policy evidenced herein is to be primary and non-contributory to other insurance available to the District. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without written notice. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida acceptable to the District in its reasonable discretion.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance in which event, the Contractor shall pay the costs 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.

The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- **6. INDEMNIFICATION.** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees and other persons doing work under any requests of the Contractor and agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or injury or damage of any nature to the extent caused by the negligence, misconduct or other fault of Contractor, its agents or employees.
- 7. **DEFAULT, RECOVERY OF COSTS AND FEES.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. In the event any party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties all fees and costs incurred, including but not limited to, reasonable attorneys' fees, paralegal fees and expert fees incurred prior to or during any litigation or other dispute resolution and including such fees incurred in bankruptcy, appellate proceedings and proceedings to determine entitlement to and reasonableness of fees and costs.
- **8. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

- **9. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement (including the exhibits which have been incorporated) shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute. Specifically, any covenant by the District to hold the Contractor harmless or similar provision is with the express understanding that such provision does not waive the sovereign immunity protections of the District and is only to the extent allowable by law. Nothing in this Agreement (including the exhibits) 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.
- 10. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language and the doubtful language will not be interpreted or construed against any party.
- 11. ENFORCEMENT/WAIVER. A default by any party under this Agreement shall entitle the other parties to all remedies available at law or in equity which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
- 12. TERMINATION. The District and/or Contractor have the right to terminate this Agreement immediately for cause. The District further has the right to terminate this Agreement without cause and in its sole and absolute discretion and with the provision of thirty (30) days written notice. The Contractor has the right to terminate this Agreement without cause and in its sole and absolute discretion and with the provision of sixty (60) days written notice.
- 13. INDEPENDENT CONTRACTOR. The Parties agree that Contractor is and shall remain at all times an independent contractor and Contractor, its agents and employees shall not in any proceeding or in any other way claim or be considered an employee of the District.
- **14. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. In the case of conflicting provisions between this instrument and the exhibits hereto, language contained in this instrument shall prevail.
- **15. AMENDMENT.** Amendments to and waivers of any provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the Parties hereto.
- **16. AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law and each party has full power and authority to comply with the terms and provisions of this instrument.

17. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery or First-Class Mail, postage prepaid, to the Parties, as follows:

1. If to Contractor: Longboat Aquatics, Corp.

1430 Ewing Street

Nokomis, Florida 34275

2. If to District: CrossCreek Community Development District

c/o PFM Group Consulting, LLC

12051 Corporate Blvd. Orlando, Florida 32817 Attn: District Manager

3. With a copy to: Persson, Cohen & Mooney, P.A.

6853 Energy Court

Lakewood Ranch, FL 34240 Attn: Andrew Cohen, Esq.

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 each party may deliver Notice on behalf of their respective clients. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

- 18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.
- **19. ASSIGNMENT.** Contractor may not assign this Agreement or any monies to become due hereunder without prior written approval. Any assignments attempted to be made by Contractor without prior written approval are void.
- **20. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereto agree that venue for any dispute arising under this Agreement shall be in Manatee County, Florida.

- 21. TERM AND EXTENSION. This Agreement shall be effective April 1, 2021, through March 31, 2022, unless terminated in accordance with Section 12 above. This Agreement shall automatically renew each year unless terminated as provided herein. Any renewal shall be contingent upon satisfactory performance evaluations and subject to the availability of funds. The Contractor shall propose, in writing, any adjustment to fees for the provision of services for the extension year no later than sixty (60) days prior to the expiration date of the preceding term of this Agreement.
- **22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- **23. EXECUTION IN 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.
- 24. E-VERIFY. Contractor 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. Contractor agrees and acknowledges that the Owner 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 Owner has a good faith belief that Contractor 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 Owner shall terminate the Agreement. If the Owner 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 Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.
- 25. Public Records. Pursuant to applicable Florida law, the Contractor's records associated with this Agreement may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Contract Work. Upon request from the District's Custodian of Public Records, the Contractor shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain all public records required by the District to perform the Contract Work. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor transfers all public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records

upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VIVIAN CARVALHO, AT 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817, CARVALHOV@PFM.COM, 407-723-5900.

CDOSCOPER COMMUNITY

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

	DEVELOPMENT DISTRICT
Witness	Chairman, Board of Supervisors
Print Name:	
	LONGBOAT AQUATICS, CORP.
Witness	By: Dog H. ZIMMERMAN Its: OUNER
Print Name:	
Exhibit "A" Exhibit "B"	Scope of Work Pond Maintenance Services Map

EXHIBIT "A"

SCOPE OF WORK

- -Twelve (12) Lakes with a total acreage of 18.38 acres, Perimeter 15,366 L/F
- -Contractor shall inspect and, as needed, apply, and use EPA-approved herbicides on and about the water body or bodies identified above to brush, torpedo grass, cattails, and for the control of all types of algae, floating weeds, and submerged noxious plants, as required by the Southwest Florida Water Management District ("SWFMD"). From time to time, Contractor may (at its sole discretion) elect to perform chemistry tests and to inspect the lake(s) to aid in providing better service. All such testing will be at Contractor's sole cost and expense unless previously approved in writing by the District.
- -Inspections will total twelve (12) annually, performed once per month of all Lakes. One (1) call back per year will be performed at no additional cost.
- -Rye Grass Loop Lake will be serviced 2x per month as needed at no additional cost.

EXHIBIT "B" POND MAINTENANCE SERVICES MAP

Ratification of Payment Authorizations 97-111

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 097 1/11/2021

1/11/2021				E\/04		
Item No.	Vendor	Invoice Number		FY21 General Fund	-	
1	Access Residential Management Reimbursement 10/30/2020	CC-TH109	\$	109.98	/	
2	Arctic Air and Plumbing Services Restore Power to Drinking Fountains	12868828	\$	225.00	✓	
3	BrightView Landscape Services Landscape Maintenance: Jan. 2020	7157486	\$	8,774.00		
4	Holiday Pools of West Florida Pool Maintenance: Jan. 2021	MC-61380	\$	475.00	-	
5	JMS Cleaning Janitorial Services: Dec. 2020 Janitorial Services: Jan. 2021	1545ABCD 1551ABCD	\$	497.25 497.25		
6	Longboat Aquatics Monthly Lake Svcs Dec. 2020 B1 C1 Monthly Lake Svcs Jan. 2021 B1 C1	58083 58083	\$	342.00 342.00		
7	Manatee County Utilities (Paid Online) Account#187908-133094 Svcs 11/17/20 - 12/17/20 Account#187908-134766 Svcs 11/17/20 - 12/17/20 Account#187908-134768 Svcs 11/17/20 - 12/17/20	- - -	\$ \$ \$	548.22 31.75 31.75		
8	Peace River Electric (Paid Online) Account#158231004 Svcs 11/23/20-12/23/20 Account#158231005 Svcs 11/26/20-12/28/20 Account#158231006 Svcs 11/23/20-12/23/20 Account#158231007 Svcs 11/18/20-12/18/20 Account#158231009 Svcs 11/18/20-12/18/20	 	\$ \$ \$ \$	1,611.80 69.83 1,384.54 40.00 35.04		
9	Persson, Cohen & Mooney, P.A. District Counsel: Dec. 2020	67	\$	4,454.00	327.50	ce
10	PFM Group Consulting LLC Dissemination Fee: 10/01/2020-12/31/2020	113151	\$	1,000.00	~	
11	Preferred Sign Services, LLC Sign Installation	1720	\$	109.00	/	
12	The Residences at Cross Creek HOA Management Fee: Jan. 2021 Reimbursement: Envera	CCH-CDDJan2021 697368	\$	600.00 618.00		
13	Synovus Bank Interest Pmt/ Synovus Loan	Interest 01.15.21	\$	141.22	~	
14	VenturesIn.com, Inc. Website Maintenance Jan. 2021	45303	\$	40.00	/	
			\$ -	21,977.63	H	

FEB 1 7 2021

Charles & Board Member

TOTAL

17, 851.13 œ

AFRIVED AS CONNECTED

2/22/21

Please Return To: Cross Creek CDD C/O PFM Group Consulting LLC 12051 Corporate Boulevard Orlando, FL 32817

Payment Authorization No. 098

1/15/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	Cepra Landscape Irrigation Repairs THIS IS LEGEND'S BAY; NOT C	CROSS CREEK 17789	\$ €00.00√
2	Daystar Exterior Cleaning		
	Pool Deck Cleaning	12350	\$ 535.00⊀
3	Peace River Electric (Paid Online)		
	Account#158231001; Svcs 12/09/20-01/09/21		\$ 91.02 🗸
	Account#158231002; Svcs 12/09/20-01/09/21		\$ 56.23✓
	Account#158231008; Svcs 12/09/20-01/09/21		\$ 40.24
4	Persson, Cohen & Mooney, P.A.		
	District Counsel Dec. 2020	91	\$ 3,144.00 🗴
5	Sir Speedy		
	Private Property Sign	5453	\$ 83.82√
			APT

TOTAL \$4,750.31 MODIFIE

3,950.31

Board Member

1/22/21



Payment Authorization No. 099

1/27/2021

Item No.	Vendor	Invoice Number		FY21 General Fund		
1	Bradenton Herald Legal Advertising on 01/19/2021	4853370	\$	422.37		
2	BrightView Landscape Services Landscape Maintenance: Feb. 2021	7192277	\$	8,774.00		
3	Impact Pest Elimination Pest Control: Jan. 2021	904839	\$	140.00		
4	Peace River Electric (Paid Online) 12407 LARCHMERE LN; Svcs 12/18/20-01/18/21 12310 SILKWOOD WAY; Svcs 12/18/20-01/18/21	 Acct:158231007 Acct: 158231009	\$	40.00		
5	PFM Group Consulting LLC District Management Fee: Jan. 2021 FedEx/Postage: Dec. 2020	DM-01-2021-0013 OE-EXP-01-13	\$	2,500.00		
6	Sir Speedy Sign: Residents Only Sign: No Thru Traffic	6118 6307	\$	106.53 — 138.31 —		

TOTAL

\$12,173.52

2/23/2

Board Member

0/21/21



Payment Authorization No. 100

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Item No.	Item Vendor		Makakana angka di Sono d	FY21 General Fund
1	Cbert Trucking and Grading Irrigation Repairs	12021-04	\$	286.80
2	Holiday Pools of West Florida Pool Maintenance: February 2021	MC-62495	\$	475.00
3	Persson, Cohen & Mooney, P.A. District Counsel January 2021	166	\$	851.50
4	Preferred Sign Services, LLC Sign Installation - No Outlet	1746	\$	100.00
5	Synovus Bank Interest Pmt/ Synovus Loan	Interest 02.15.21	\$	141.22
6	US Bank Trustee Fee 01/01/2021 - 12/31/2021	6014638	\$	5,387.50
7	VenturesIn.com, Inc. Website Maintenance February 2021	45337	\$	40.00

TOTAL \$7,282.02

Board Member



Payment Authorization No. 101

2/11/2021

Item No.	Vendor	Invoice Number		FY21 General Fund
1	Manatee County Utilities (Paid Online) 4000 CREEKSIDE PARK DR; 12/17/20-01/20/21 12501 RYEGRASS LOOP; 12/17/20-01/20/21 12515 FRESHWATER RUN; 12/17/20-01/21/21	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ \$ \$	433.77 <u> </u>
2	Peace River Electric (Paid Online) 4890 GOLF COURSE RD; 12/28/20-01/26/21	 Acct:158231005	\$	65.13
3	PFM Group Consulting LLC FedEx: January 2021	OE-EXP-02-14	\$	9.67

TOTAL \$ (574.02) 2/19/

Challes Obey Channer Board Member

FEB 1 6 2021

Payment Authorization No. 102

2/18/2021

Item	Vendor	Invoice	(FY21 General
No.		Number		Fund
1	BrightView Landscape Services Landscape Renovation: Pool Area	7166278 7232390	\$ \$	1,036.00 - 1,015.00
	Plant Replacement Irrigation Repairs	7232437	\$	910.00
	Illigation Repairs	,		
2	JMS Cleaning Janitorial Services: January/February 2021	1586ABCD	\$	568.07 V
3	M&W Supply Co. Mulch Installation	101920-1	\$	2,236.00
4	Peace River Electric (Paid Online) 4100 CREEKSIDE PARK DR; 12/23/20-01/23/21 02-040-4L-1; 12/23/20-01/23/21	Acct:158231004 Acct:158231006	\$	1,832.10 1,293.28
5	PFM Group Consulting LLC District Management Fee: February 2021	DM-02-2021-0013	\$	2,500.00

TOTAL

\$ 11,390.45

APPRIVATE CQ 3/5/2

Board Member

3/5/21



Payment Authorization No. 103

2/25/2021

Item No.	Vendor Invoice Number		FY21 General Fund		
1	BrightView Landscape Services Landscape Maintenance: March 2021	7246384	\$	8,774.00	
2	JMS Cleaning Janitorial Services: January 2021	1555ABCD	\$	493.07	
3	Longboat Aquatics Monthly Lake Services Dec./Jan. (paid ck 574)	57924	\$	1,472.00	
4	Peace River Electric (Paid Online) 3693 CREEKSIDE PARK DR; 12/17/20-02/04/21 (Medallion) 12220 SILKWOOD WAY; 01/09/21-02/09/21 4601 CREEKSIDE PARK DR; 01/09/21-02/09/21 12400 SILKWOOD WAY; 01/09/21-02/09/21 3693 CREEKSIDE PARK DR; Cross Creek Deposit	Acct: 70751558 Acct:158231001 Acct:158231002 Acct:158231008 Acct: 186140001	\$ \$ \$ \$ \$	49.62 78.72 55.86 39.99 300.00	
5	Persson, Cohen & Mooney, P.A. District Counsel May 2020 District Counsel September 2020	23936 25224	\$ \$	1,834.00 / 2,292.50	

TOTAL \$ 15,389.76

APPRIVED

Board Member



MAR 0 8 2021

Payment Authorization No. 104

3/4/2021

3/4/2021				FY21	
Item	Vendor	Invoice		General	
No.	Voltadi	Number	Fund		
1	Holiday Pools of West Florida				
	Pool Maintenance: March 2021	MC-63634	\$	475.00	
2	Impact Pest Elimination				
	Check Rodent Stations	912194	\$	80.00	
3	Longboat Aquatics			863.00/	
	Monthly Lake Services: February 2021	58107	\$	1 ,104.00	
	Monthly Lake Services B1 C1: February 2021	58108	\$	342.00	
4	Peace River Electric (Paid Online)				
	3693 CREEKSIDE PARK DR; FINAL BILL (Medallion)	Acct: 70751558	\$	18.14 🖊	
	4100 CREEKSIDE PARK DR; 01/23/21-02/22/21	Acct:158231004	\$	1,338.97	
	4890 GOLF COURSE RD; 01/26/21-02/25/21	Acct:158231005	\$	58.66	
	02-040-4L-1; 01/23/21-02/22/21	Acct:158231006	\$	1,318.43	
	12407 LARCHMERE LN; 01/18/21-02/17/21	Acct:158231007	\$	40.00	
	12310 SILKWOOD WAY; 01/18/21-02/17/21	Acct: 158231009	\$	34.91	
5	Persson, Cohen & Mooney, P.A.				
	District Counsel: February 2021	334	\$	327.50	
6	The Residences at Cross Creek HOA				
	Management Fee: March 2021	CCH 03/2021	\$	600.00 🗸	
7	Synovus Bank				
	Interest Pmt/ Synovus Loan	Interest 03.15.21	\$	127.56	
8	Venturesin.com, Inc.				
	Website Maintenance: March 2021	45369	\$	40.00	

TOTAL

Board Member

APPROVED AS

MODIFIER-Q 3/17/21

Payment Authorization No. 105

3/11/2021

			FY21
Item	Vendor	Invoice	General
No.		Number	Fund
1	Manatee County Utilities (Paid Online)		
	4000 CREEKSIDE PARK DR; 01/20/21-02/17/21	Acct: 187908-133094	\$ 488.60
	12501 RYEGRASS LOOP; 01/20/21-02/17/21	Acct: 187908-134766	\$ 31.99 🛩
	12515 FRESHWATER RUN; 01/21/21-02/17/21	Acct: 187908-134768	\$ 40.77
2	Persson, Cohen & Mooney, P.A.		
	District Counsel: February 2021	351	\$ 2,161.50
3	PFM Group Consulting LLC		
	Dissemination Fee: 01/01/21-03/31/21	114193	\$ 1,000.00
	District Management Fee: March 2021	DM-03-2021-0013	\$ 2,500.00
	Postage/FedEx: February 2021	OE-EXP-03-13	\$ 21.22
4	Synovus Bank		
	Principal Payment/Synovus Loan	Principal 03.31.21	\$ 20,500.00

TOTAL \$ 26,744.08

Board Member

3/26/21





Payment Authorization No. 106

3/18/2021

Item No.	Vendor	Invoice Number	G	FY21 Seneral Fund
1	Peace River Electric (Paid Online) 3693 CREEKSIDE PARK DR; 02/22/21-03/07/21	Acct: 186140001	\$	59.00

TOTAL

\$ (59

(59.00) / approve

Board Member

3/25/2)

Payment Authorization No. 107

3/25/2021

Item No.	Vendor	Invoice Number		FY21 General Fund	
1	Longboat Aquatics				
	Monthly Lake Services B1 C1: March 2021	58210	\$	342.00 🗸	
	Monthly Lake Services: March 2021	58211	\$	1,104.00°	
2	Peace River Electric (Paid Online)			g · ·	
	12220 SILKWOOD WAY; 02/09/21-03/11/21	Acct:158231001	\$	73.50 🗸	
	4601 CREEKSIDE PARK DR; 02/09/21-03/11/21	Acct:158231002	\$	53.46 🗸	
	12400 SILKWOOD WAY; 02/09/21-03/11/21	Acct:158231008	\$	39.11 🗸	

TOTAL

1,612.07

Board Member

APPROVED

AS MODIFIED.

4/12/24

A/13/2



Payment Authorization No. 108

4/1/2021

				FY21
Item	Vendor	Invoice		General
No.		Number		Fund
1	BrightView Landscape Services Irrigation Repairs Irrigation Repairs Landscape Maintenance: April 2021	7284878 7286192 7287668	\$ \$ \$	2,760.80 151.11 8,774.00
2	Foremost Fence Remove & Replace Fence: Balance Due	12341	\$	882.50
3	Holiday Pools of West Florida Pool Maintenance: April 2021	MC-64772	\$	455.00
4	12 101 27 11 101 111 21 11	Acct:158231007 Acct: 158231009	\$	39.00 <u>/</u> 34.67 <u>/</u>
5	VenturesIn.com, Inc. Website Maintenance: April 2021	45401	\$	40.00 ✓

TOTAL

(\$10,376.28

APPROVER AS MODIFIED



Payment Authorization No. 109

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707202				FY21
Item	Vendor	Invoice		General
No.		Number		Fund
1	JMS Cleaning	1643ABCD	\$	709.75 509.7
	Janitorial Services: April 2021	1043ABCD	Ψ	100.10
2	Longboat Aquatics			
	Monthly Lake Services B1 C1: April 2021	58264	\$	342.00
	Monthly Lake Services: April 2021	58323	\$	1 ,104.00 778 0
3	M&W Supply Co.			
	Mulch Installation	021121-1	\$	129.00
4	Manatee County Utilities (Paid Online)			
	4000 CREEKSIDE PARK DR; 02/17/21-03/19/21	Acct: 187908-133094	\$	631.14
	12501 RYEGRASS LOOP; 02/17/21-03/19/21	Acct: 187908-134766	\$	76.99 🗸
	12515 FRESHWATER RUN; 02/17/21-03/22/21	Acct: 187908-134768	\$	86.08 ~
5	Peace River Electric (Paid Online)			
	4100 CREEKSIDE PARK DR; 02/22/21-03/25/21	Acct:158231004	\$	1,715.00 🗸
	02-040-4L-1; 02/22/21-03/25/21	Acct:158231006	\$	1,677.50 🗸
6	Persson, Cohen & Mooney, P.A.			
	District Counsel: March 2021	489	\$	524.00
7	Synovus Bank			
	Interest Pmt/ Synovus Loan	Interest 04.15.21	\$	141.22

TOTAL \$ 7,136.68

6,610.68
APPROVED AS MURIFIED
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4/28/2

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Soard Member



Payment Authorization No. 110

4/15/2021

Item No.	tem Vendor	Invoice Number	FY21 General Fund		
1	•	925054	\$	140.00	
2	4890 GOLF COURSE RD; 02/25/21-03/28/21	Acct: 158231005 Acct: 186140001	\$ \$	61.22 /	
3		CCH 04/2021	\$	600.00	
4	• • • • • • • • • • • • • • • • • • • •	105688951-001	\$	36.71	

TOTAL \$ (870.93/

APPROVED.

Poord Mombor



Payment Authorization No. 111

4/23/2021

Item No.	177-11	Invoice Number	FY21 General Fund		
1		17-21163	\$	2,150.00	
2	12220 SILKWOOD WAY; 03/11/21-04/10/21 4601 CREEKSIDE PARK DR; 03/11/21-04/10/21	Acct:158231001 Acct:158231002 Acct:158231008	\$ \$ \$	66.80 / 51.14 / 39.19 /	
3	District Management Fee: April 2021	DM-04-2021-0013 OE-EXP-04-11	\$ \$	2,500.00	
4		CCH 02/2021	\$	600.00	

TOTAL \$ 5,439.56

Board Member



Cross Creek Community Development District

Review of District Financial Statements

Statement of Financial Position As of 4/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
	<u>.</u>	<u>Assets</u>			
Current Assets					
General Checking Account	\$98,237.63				\$98,237.63
Escrow Account	40,000.00				40,000.00
Assessments Receivable	41,495.00				41,495.00
Prepaid Expenses	1,346.87				1,346.87
Due From Other Funds		\$40,000.00			40,000.00
Debt Service Reserve 2007A Bond		14,200.12			14,200.12
Debt Service Reserve 2007B Bond		9,500.08			9,500.08
Debt Service Reserve 2016AB Bond		211,351.62			211,351.62
Revenue 2007AB Bond		20,148.35			20,148.35
Revenue 2016AB Bond		192,260.24			192,260.24
Interest A1 2007AB Bond		2,660.00			2,660.00
Interest 2016AB Bond		0.10			0.10
Prepayment 2016A Bond		80,000.18			80,000.18
Sinking Fund 2007A Bond		5,000.01			5,000.01
Sinking Fund 2016A Bond		0.02			0.02
Acquisition/Construction 2007AB Bond			\$240.09		240.09
Deferred Cost 2007AB Bond			654.71		654.71
Total Current Assets	\$181,079.50	\$575,120.72	\$894.80	\$0.00	\$757,095.02
<u>Investments</u>					
Amount to be provided	\$20,500.00				\$20,500.00
Amount Available in Debt Service Funds				\$535,120.72	535,120.72
Amount To Be Provided				2,854,879.28	2,854,879.28
Total Investments	\$20,500.00	\$0.00	\$0.00	\$3,390,000.00	\$3,410,500.00
Total Assets	\$201,579.50	\$575,120.72	\$894.80	\$3,390,000.00	\$4,167,595.02
	<u>Liabilities</u>	and Net Assets			
Current Liabilities					
Accounts Payable	\$31,223.44				\$31,223.44
Due To Other Funds	40,000.00				40,000.00

Statement of Financial Position As of 4/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Deferred Revenue	41,495.00				41,495.00
Total Current Liabilities	\$112,718.44	\$0.00	\$0.00	\$0.00	\$112,718.44
Long Term Liabilities					
Notes and Loans Payable - Long-Term	\$20,500.00			40.000.000.00	\$20,500.00
Revenue Bonds Payable - Long-Term	-			\$3,390,000.00	3,390,000.00
Total Long Term Liabilities	\$20,500.00	\$0.00	\$0.00	\$3,390,000.00	\$3,410,500.00
Total Liabilities	\$133,218.44	\$0.00	\$0.00	\$3,390,000.00	\$3,523,218.44
Net Assets Net Assets, Unrestricted Current Year Net Assets, Unrestricted	(\$43,936.70) (5,000.00)				(\$43,936.70) (5,000.00)
Net Assets - General Government Current Year Net Assets - General Government	20,641.40 96,656.36				20,641.40 96,656.36
Fund Balance - Unreserved Net Assets, Unrestricted Current Year Net Assets, Unrestricted		(\$1,185,850.00) 5,140,132.30 (61,753.58)			(1,185,850.00) 5,140,132.30 (61,753.58)
Net Assets - General Government Net Assets, Unrestricted Current Year Net Assets, Unrestricted		(3,317,408.00)	(\$1,905,054.09) 0.89		(3,317,408.00) (1,905,054.09) 0.89
Net Assets - General Government			1,905,948.00		1,905,948.00
Total Net Assets	\$68,361.06	\$575,120.72	\$894.80	\$0.00	\$644,376.58
Total Liabilities and Net Assets	\$201,579.50	\$575,120.72	\$894.80	\$3,390,000.00	\$4,167,595.02

Statement of Activities As of 4/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Revenues			runu		
Revenues					
On-Roll Assessments	\$300,933.32				\$300,933.32
Other Income & Other Financing Sources	3,616.00				3,616.00
Inter-Fund Transfers In	(5,000.00)				(5,000.00)
On-Roll Assessments		\$46,171.53			46,171.53
Off-Roll Assessments		155,262.17			155,262.17
Other Assessments		198,500.00			198,500.00
Developer Contributions		3,206,144.11			3,206,144.11
Inter-Fund Group Transfers In		4,999.17			4,999.17
Inter-Fund Transfers In			\$0.83		0.83
Total Revenues	\$299,549.32	\$3,611,076.98	\$0.83	\$0.00	\$3,910,627.13
<u>Expenses</u>					
Public Officials' Insurance	\$2,599.00				\$2,599.00
Trustee Services	5,387.49				5,387.49
District Management	17,500.00				17,500.00
Field Management	4,200.00				4,200.00
Dissemination Agent	2,000.00				2,000.00
District Counsel	10,283.50				10,283.50
Assessment Administration	5,000.00				5,000.00
Janitorial Service	4,896.14				4,896.14
Postage & Shipping	109.78				109.78
Legal Advertising	736.57				736.57
Contingency	2,187.42				2,187.42
Office Supplies	182.10				182.10
Web Site Maintenance	280.00				280.00
Dues, Licenses, and Fees	194.15				194.15
Principal Payments	20,500.00				20,500.00
Interest Payments	965.78				965.78
Security	2,472.00				2,472.00
Electric	21,095.73				21,095.73
Water	4,047.55				4,047.55
Pool Maintenance	3,915.00				3,915.00
General Liability Insurance	3,639.00				3,639.00
Property & Casualty	5,893.00				5,893.00
Lake Maintenance	8,163.00				8,163.00
Landscaping Maintenance & Material	74,336.23				74,336.23
Landscape Improvements	3,091.80				3,091.80
Equipment Repair & Maintenance	3,474.42				3,474.42
Pest Control	743.30				743.30
Trustee Counsel		\$5,000.00			5,000.00
Principal Payment		3,455,000.00			3,455,000.00

Statement of Activities As of 4/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Interest Payments		212,846.25			212,846.25
Total Expenses	\$207,892.96	\$3,672,846.25	\$0.00	\$0.00	\$3,880,739.21
Other Revenues (Expenses) & Gains (Losses)					
Interest Income		\$15.65			\$15.65
Net Increase (Decrease) in FV of Inv		0.04			0.04
Interest Income			\$0.06		0.06
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$15.69	\$0.06	\$0.00	\$15.75
Change In Net Assets	\$91,656.36	(\$61,753.58)	\$0.89	\$0.00	\$29,903.67
Net Assets At Beginning Of Year	(\$23,295.30)	\$636,874.30	\$893.91	\$0.00	\$614,472.91
Net Assets At End Of Year	\$68,361.06	\$575,120.72	\$894.80	\$0.00	\$644,376.58

Budget to Actual

For the Month Ending 4/30/21

				Year T	o Dat	e		
		Actual		Budget		Variance	Add	FY 2021 opted Budget
Revenues								
On-Roll Assessments	\$	300,933.32	\$	202,871.08	\$	98,062.24	\$	347,779.00
Other Income and Financing Souces	•	3,616.00	·	_	·	3,616.00	·	-
Net Revenues	\$	304,549.32	\$	202,871.08	\$	101,678.24	\$	347,779.00
General & Administrative Expenses								
Public Officials' Insurance	\$	2,599.00	\$	1,588.42	\$	1,010.58	\$	2,723.00
Trustee Services		5,387.49		4,958.33		429.16		8,500.00
District Management		17,500.00		17,500.00		-		30,000.00
Field Management		4,200.00		4,229.17		(29.17)		7,250.00
Engineering		-		291.67		(291.67)		500.00
Dissemination Agent		2,000.00		2,333.33		(333.33)		4,000.00
Property Appraiser		_,000.00		291.67		(291.67)		500.00
District Counsel		10,283.50		4,666.67		5,616.83		8,000.00
Assessment Administration		5,000.00		2,916.67		2,083.33		5,000.00
Reamortization Schedule		-		437.50		(437.50)		750.00
Audit		_		3,791.67		(3,791.67)		6,500.00
Arbitrage Calculation				291.67		(291.67)		500.00
Travel and Per Diem		_		233.33		(233.33)		400.00
Telephone		_		29.17		(29.17)		50.00
·		109.78		58.33		51.45		
Postage & Shipping		109.76		14.58				100.00
Copies		700.57				(14.58)		25.00
Legal Advertising		736.57		262.50		474.07		450.00
Office Supplies		182.10		14.58		167.52		25.00
Web Site Maintenance		280.00		280.00		-		480.00
Dues, Licenses, and Fees		194.15		102.08		92.07		175.00
Interest Payments		965.78		700.00		265.78		1,200.00
Principal Payment	_	20,500.00	_	11,958.33	_	8,541.67	_	20,500.00
Total General & Administrative Expenses	\$	69,938.37	\$	56,949.67	\$	12,988.70	\$	97,628.00
Field Expenses Contingency	\$	2,187.42	\$	1,166.67	\$	1,020.75	\$	2,000.00
Contingency Electric	Ф		Ф		Ф		Ф	,
		21,095.73		23,333.33		(2,237.60)		40,000.00
Gas		4 047 55		58.33		(58.33)		100.00
Water		4,047.55		7,000.00		(2,952.45)		12,000.00
Pool Maintenance		3,915.00		5,833.33		(1,918.33)		10,000.00
General Liability Insurance		3,639.00		2,101.75		1,537.25		3,603.00
Property & Casualty		5,893.00		3,437.00		2,456.00		5,892.00
Janitorial/Cleaning		4,896.14		3,500.00		1,396.14		6,000.00
Camera/Monitoring		2,472.00		4,494.00		(2,022.00)		7,704.00
Lake Maintenance		8,163.00		7,497.00		666.00		12,852.00
Landscape Maintenance		74,336.23		62,416.67		11,919.56		107,000.00
Landscape Improvements		3,091.80		17,500.00		(14,408.20)		30,000.00
Equipment Repair & Maintenance		3,474.42		7,000.00		(3,525.58)		12,000.00
Pest Control		743.30		583.33		159.97		1,000.00
Total Field Expenses	\$	137,954.59	\$	145,921.42	\$	(7,966.83)	\$	250,151.00
Total General, Administrative Expenses & Field Expense	\$	207,892.96	\$	202,871.08	\$	5,021.88	\$	347,779.00
Total Expenses	\$	207,892.96	\$	202,871.08	\$	5,021.88	\$	347,779.00
Net Income (Loss)	\$	96,656.36	\$		\$	96,656.36	\$	-