

Cross Creek Community Development District

3501 Quadrangle Boulevard, Suite 270, 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, May 24, 2022 at 8:00 a.m. at Holiday Inn Sarasota-Airport 8009 15th Street East Sarasota, FL 34243**. The following is the proposed agenda for this meeting.

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

Call in number: 1-844-621-3956

Passcode: 792 560 599 #

Join from the meeting link

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

NOTE: If you are calling into the meeting by phone or WebEx, please MUTE your line!

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 November 23, 2021 Board of Supervisors' Meeting

Business Matters

2. Consideration of Resolution 2022-04, Approving a Preliminary Budget for Fiscal Year 2023 and Setting a Public Hearing Date [Suggested Hearing Date of August 23, 2022]
3. Letter from Supervisor of Elections, Manatee County
4. Consideration of Resolution 2022-05, Designating Board Member Seats for the Upcoming General Election
5. Consideration of Resolution 2022-06, Designating a Date, Time and Location for the 2022 Landowners' Meeting [Suggested Date of November 5, 2022]
6. Consideration of the Stormwater Needs Analysis Report [under separate cover]
7. Review and Consideration of Persson, Cohen & Mooney, P.A, CPI Attorney Fees Letter
8. Ratification of Termination letter for KBR Pool Services, LLC
9. Ratification of the of S&G Pools, LLC Pool Cleaning Contract
10. Review and Consideration of the Proposed Easement Agreement



11. Motion to Authorize Execution of Quit Claim Deed from CDD to remove Sliver of tracts V and C-1 for the Cross Creek Phase 1D, 1E, & 1F Plat
12. Motion to Authorization for Chairman to Execute Plat for Cross Creek Phase 1D, 1E, & 1F
13. Review and Consideration of the Brightview Increase Letter
14. Ratification of Payment Authorizations 132-- 154
15. 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
23, 2021 Board of Supervisors' Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING

Tuesday, November 23, 2021

11:00 A.M.

**1651 Whitfield Avenue, Suite 200,
Sarasota, FL 34243**

Board Members Present were:

Charlie Tokarz
Connor Chambers
Kathy Beccia

Chairperson
Vice Chairperson
Assistant Secretary

Also present were:

Venessa Ripoll Assistant DM - PFM Group Consulting, LLC
Andy Cohen District Counsel- Persson Cohen & Mooney, P.A.
Chris Chavez Medallion Home
Various members of the public

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Ripoll called the meeting to order at 11:16 a.m. and confirmed quorum.

Public Comment Period

There were no public comments.

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

The Board reviewed the Minutes from the August 23, 2021 Board of Supervisors Meeting. Ms. Ripoll noted Board and District Counsel edits to the Minutes,

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of the Cross Creek Community Development District approved the Minutes of the August 23, 2021 Board of Supervisors Meeting, with changes.

SECOND ORDER OF BUSINESS

Business Matters

Review and Consideration of Grau & Associates Engagement Letter for Auditing Services

The Board reviewed the Engagement Letter.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of the Cross Creek Community Development District approved the Grau & Associates Engagement Letter for Auditing Services.

Consideration of Resolution 2022-01, Annual Appropriations and Adopting the Revised Budget for Fiscal Year 2021

Ms. Ripoll explained the District went over budget on a line item by more than 10%, so the Board must adopt an amended budget that will be posted on the District website.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Cross Creek Community Development District approved Resolution 2022-01, Annual Appropriations and Adopting the Revised Budget for Fiscal Year 2021.

Consideration of Resolution 2022-02, Designating the Primary Administrative Office

Ms. Ripoll explained the District Management Office has moved locations, so the District records need to be updated.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of the Cross Creek Community Development District approved Resolution 2022-02, Designating the Primary Administrative Office.

Consideration of Resolution 2022-03, Designating Registered Agent and Office

Ms. Ripoll stated she will now serve as the Registered Agent, replacing Vivian Carvalho.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Cross Creek Community Development District approved Resolution 2022-03, Designating Registered Agent and Office.

Discussion of Cleaning Contract

Ms. Ripoll presented the Board with two proposals from cleaning vendors as well as the contract with the current cleaning vendor, GMS Cleaning. It was recommended the Board terminate the contract with the current cleaning vendor and engage with another cleaning vendor, Southwest Maintenance Services. The costs for each cleaning vendor were outlined for the Board.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Cross Creek Community Development District approved the 30-day termination notice to GMS Cleaning and authorized the Board Chair to execute a contract with Southwest Maintenance Services, subject to staff approval.

Discussion of Pool Cleaning Contract

Ms. Ripoll explained the District is currently working with Holiday Pools of South Florida for pool cleaning services and outlined several areas of dissatisfaction with the work of the vendor. It was recommended the District engage with another pool cleaning vendor, KBR Pools, and outlined the costs for the cleaning services with that vendor. The District only received a proposal from KBR Pools in time for the Board Meeting. The Board requested the District get other proposals and negotiate the quote from KBR Pools.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Cross Creek Community Development District approved the immediate termination of Holiday Pools of South Florida upon receipt of a quote from a new vendor, not to exceed \$1300/month for three times per week service, subject to staff approval.

Ms. Ripoll explained the District has experienced issues with replacing the water slide. One of the motors at the water slide and the main pool pump motor need to be replaced. The costs for replacement and repair were outlined for the Board. Mr. Tokarz asked about the reasonability of the pool motor quotes. Mr. Chavis stated he would consult with another colleague about the average costs of the pool motors.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Cross Creek Community Development District approved the KBR Pools Proposal to replace and repair the pool motors with a maximum price of \$1,400 for the main pool motor and a maximum price of \$3,500 for the water slide motor, subject to discussion with Mr. Chavez.

Review and Consideration of Southwest Maintenance Services, Inc., Pressure Washing Proposal

Ms. Ripoll explained the District needs pressure washing for the entire amenity center. The proposed vendor, Southwest Maintenance Services, Inc., would pressure wash and perform maintenance on the amenity center. There was a question about the proposed cost of the pressure washing being within the budget. Ms. Ripoll replied she was unsure but would consult with Ms. Champagne on the budget allowance.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Cross Creek Community Development District approved the Southwest Maintenance Services, Inc., Pressure Washing Proposal, subject to budget review.

Ratification of Payment Authorizations 122-131

The Board reviewed Payment Authorizations 122-131. Ms. Ripoll stated these Payment Authorizations are contractual obligations and have been approved by the Char.

On MOTION by Mr. Chambers, seconded by Ms. Beccia, with all in favor, the Board ratified Payment Authorizations 122-131.

Review of District Financial Statements

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

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- Mr. Cohen stated the Contraction of the CDD has been filed and is with the County to move forward. Once the A Bond payoff is complete, the County can proceed. District is working with the bond holder on the payoff.

District Engineer- Not present.

District Manager- Ms. Ripoll noted she would consult with the Board Chair on a December Meeting date and the Board will be notified if the meeting is cancelled.

FOURTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor requests.

There was an audience comment that expressed thanks Elba for the work done in the community.

FIFTH ORDER OF BUSINESS

Adjournment

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

On MOTION by Ms. Beccia, seconded by Mr. Chambers, with all in favor, the Board adjourned the November 23, 2021 Board of Supervisors Meeting for Cross Creek Community Development District at 11:36 a.m.

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

**Cross Creek
Community Development District**

Consideration of Resolution 2022-04, Approving
a Preliminary Budget for Fiscal Year 2023 and
Setting a Public Hearing Date [Suggested
Hearing Date of August 23, 2022]

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2022/2023 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, 2022, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); 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 2022/2023 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: _____, 2022

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 24th DAY OF MAY, 2022.

ATTEST:

**CROSS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: FY 2022/2023 Proposed Budget

Cross Creek Community Development District
FY 2023 Proposed Preliminary O&M Budget
Exhibit A

	Actual through 04/30/22	Anticipated May Sept	Anticipated FY 2022 Totals	FY 2022 Adopted Budget	FY 2023 Proposed Budget
<u>Revenues</u>					
Assessments	\$ 343,157.12	\$ 34,261.88	\$ 377,419.00	\$ 377,419.00	\$ 430,919.00
Other Income and Financing Sources	0.61	-	-	-	-
Net Revenues	\$ 343,157.73	\$ 34,261.88	\$ 377,419.00	\$ 377,419.00	\$ 430,919.00
<u>General & Administrative Expenses</u>					
Public Officials' Insurance	\$ 2,690.00	\$ -	\$ 2,690.00	\$ 2,860.00	\$ 3,228.00
Trustee Services	5,387.50	-	5,387.50	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	3,000.00	3,600.00	6,600.00	7,250.00	7,250.00
Engineering	-	208.33	208.33	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	2,710.05	3,333.33	6,043.38	8,000.00	8,000.00
Assessment Administration	5,000.00	-	5,000.00	5,000.00	5,000.00
Reamortization Schedule	125.00	125.00	250.00	750.00	500.00
Audit	3,500.00	3,000.00	6,500.00	6,500.00	4,400.00
Arbitrage Calculation	-	500.00	500.00	500.00	500.00
Travel and Per Diem	-	166.67	166.67	400.00	-
Telephone	-	20.83	20.83	50.00	-
Postage & Shipping	70.43	29.57	100.00	100.00	100.00
Copies	-	10.42	10.42	25.00	25.00
Legal Advertising	84.24	187.50	271.74	450.00	450.00
Office Supplies	-	10.42	10.42	25.00	150.00
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	10,000.00	-	10,000.00	10,250.00	10,500.00
Interest on Loan	405.19	250.00	655.19	1,200.00	500.00
Total General & Administrative Expenses	\$ 52,946.56	\$ 26,392.07	\$ 79,588.63	\$ 87,515.00	\$ 84,758.00
<u>Field Expenses</u>					
Electric	\$ 18,015.73	\$ 21,984.27	\$ 40,000.00	\$ 40,000.00	\$ 38,152.00
Propane	85.53	-	85.53	100.00	100.00
Water	6,888.06	5,111.94	12,000.00	12,000.00	12,000.00
Pool Maintenance	3,650.00	5,700.00	9,350.00	10,000.00	10,000.00
Contingency	14,572.30	52.70	14,625.00	14,625.00	11,625.00
Amenity - Dues & Licenses	-	375.00	375.00	375.00	375.00
General Liability Insurance	3,759.00	-	3,759.00	3,800.00	4,271.00
Property Insurance	6,098.00	-	6,098.00	6,500.00	7,318.00
Janitorial / Cleaning	4,544.75	5,255.25	9,800.00	9,800.00	9,800.00
Camera/Monitoring (Envera)	5,092.32	2,546.16	7,638.48	7,704.00	7,704.00
Lake Maintenance*	3,780.00	11,220.00	15,000.00	15,000.00	15,000.00
Landscape Maintenance	62,575.00	45,125.00	107,700.00	107,000.00	110,316.00
Landscape Improvements/Irrigation Repair	8,804.88	41,195.12	50,000.00	50,000.00	50,000.00
Contingency/Property Improvements	6,844.75	61,655.25	68,500.00	12,000.00	68,500.00
Pest Control	660.00	340.00	1,000.00	1,000.00	1,000.00
Total Field Expenses	\$ 145,370.32	\$ 200,560.69	\$ 345,931.01	\$ 289,904.00	\$ 346,161.00
Total General, Administrative Expenses & Field Expense	\$ 198,316.88	\$ 226,952.76	\$ 425,519.64	\$ 377,419.00	\$ 430,919.00
Total Expenses	\$ 198,316.88	\$ 226,952.76	\$ 425,519.64	\$ 377,419.00	\$ 430,919.00
Net Income (Loss)	\$ 144,840.85	\$ (192,690.88)	\$ (48,100.64)	\$ -	\$ -

Cross Creek CDD
Adopted Debt Service Fund Budget
Series 2016A Special Assessment Bonds FY 2023
"Exhibit B"

	<u>Proposed FY 2023</u> <u>Budget</u>
<u>Revenues:</u>	
Special Assessments	\$70,080
Total Revenues	<u><u>\$70,080</u></u>
<u>Expenditures:</u>	
Series 2016A - Interest 11/1/22	\$15,260
Series 2016A - Principal 5/1/23	\$25,000
Series 2016A - Interest 5/1/23	\$15,260
Total Expenditures	<u><u>\$55,520</u></u>
Excess Revenues / (Expenditures)	<u><u>\$14,560</u></u>
Series 2016A - Interest 11/01/2023	\$14,560.00

**Cross Creek
Community Development District**

Letter from Supervisor of Elections, Manatee
County

MICHAEL BENNETT • SUPERVISOR OF ELECTIONS • MANATEE COUNTY

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

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



April 21, 2022

Cross Creek Community Development District
PFM Group Consulting, LLC
Attn: Jennifer Walden
3501 Quadrangle Blvd Suite 270
Orlando, FL. 32817

Dear Ms. Walden:

We are in receipt of your request for the number of registered voters in the Cross Creek Community Development District of April 15, 2022. According to our records, there were 451 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/hk

**Cross Creek
Community Development District**

Consideration of Resolution 2022-05,
Designating Board Member Seats for the
Upcoming General Election

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES, AND INSTRUCTING THE SARASOTA COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT'S GENERAL ELECTION

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

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the Manatee County Supervisor of Elections to conduct the District's General Elections.

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

Section 1. The Board is currently comprised of the following individuals: Margo Holeman, Charlie Tokarz, Connor Chambers, Kathy Beccia and Samantha Cortese.

Section 2. The term of office for each member of the Board is as follows:

<u>Seat</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
Seat 1	Margo Holeman	11/2022
Seat 2	Charlie Tokarz	11/2022
Seat 3	Connor Chambers	11/2024
Seat 4	Kathy Beccia	11/2024
Seat 5	Samantha Cortese	11/2022

Section 3. Seat 1, currently held by Margo Holeman, and Seat 2, currently held by Charlie Tokarz are scheduled for the General Election in November 2022.

Section 4. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

Section 5. The term of office for the individuals to be elected to the Board in the November 2022 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor of Elections to conduct the District's General Elections on the ballot of the 2022 General Election. The District understands

that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

PASSED AND ADOPTED THIS 24th DAY OF MAY, 2022.

**CROSS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Cross Creek Community Development District

Consideration of Resolution 2022-06,
Designating a Date, Time and Location for the
2022 Landowners' Meeting [Suggested Date of
November 5, 2022]

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Margo Holeman	November 2022
2	Charlie Tokarz	November 2022
3	Connor Chambers	November 2024
4	Kathy Beccia	November 2024
5	Samantha Cortese	November 2022

This year, Seat 5, currently held by Samantha Cortese, is subject to a landowner election. The term of office for the successful landowner candidate shall commence upon election and shall be for a four-year period. Seat 1, currently held by Margo Holeman, and Seat 2, currently held by Charlie Tokarz, are subject to a General Election process to be conducted by the Manatee County Supervisor of Elections, which General Election process has been addressed by a separate resolution.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on November ____, 2022, at ____ a/p.m. and located at _____.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its May 24, 2022, meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at _____, or at the office of the District Manager, PFM Group Consulting LLC., located at 3501 Quadrangle Blvd. Suite 270, Orlando, Florida 32817.

5. **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.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 24th DAY OF MAY 2022.

**CROSS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF
SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within the Cross Creek Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately _____ acres, located _____ Manatee County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: _____
TIME: _____
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, PFM Group Consulting LLC., located at 3501 Quadrangle Blvd. Suite 270, Orlando, Florida 32817, Ph: (407) 723-5900 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Venessa Ripoll
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: _____, November __, 2022

TIME: _____ .M.

LOCATION: _____

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election in a landowner seat for a four-year period. The term of office for the successful landowner candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____
(**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Cross Creek Community Development District to be held at _____, on November __, 2022, at ____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2018), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER __, 2022

For Election (1 Supervisor): The candidate receiving the highest number of votes will receive a four (4) year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Cross Creek Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES

Date: _____

Signed: _____
Printed Name: _____

Cross Creek Community Development District

Consideration of the Stormwater Needs
Analysis Report [under separate cover]

**Cross Creek
Community Development District**

Review and Consideration of Persson, Cohen &
Mooney, P.A, CPI Attorney Fees Letter



PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.

ATTORNEYS AND COUNSELORS AT LAW

David P. Persson**

Andrew H. Cohen

Kelly M. Fernandez*

Maggie D. Mooney*

R. David Jackson*

Regina A. Kardash*

Lori M. Dormian[∞]

* Board Certified City, County and Local Government Law

** Of Counsel

[∞] Also licensed in Colorado

Telephone (941) 306-4730

Facsimile (941) 306-4832

Email: acohen@flgovlaw.com

Reply to: Venice

April 21, 2022

Venessa Ripoll, District Manager

PFM Group Consulting, LLC

3501 Quadrangle Boulevard, Suite 270

Orlando, Florida 32817

RE: CPI Attorney Fees - Cross Creek Community Development District

Dear Venessa:

Pursuant to our fee agreement with the Cross Creek Community Development District, our hourly rate is adjusted annually on October 1 by the Consumer Price Index ("CPI") established for the preceding year in February. As in past years, we are providing a reminder early in order that the District may have ample time to consider what, if any, effect the CPI has upon the District's next year's budget. While the applicable CPI for this year's adjustment is 7.9%, I have elected to reduce the CPI increase to 5%. We have all been affected by rapidly rising costs for goods and services, but I appreciate and recognize our long-standing relationship with the District and believe this reduced CPI increase is fair to both parties. The adjusted hourly rate we are requesting is as follows: \$280.00 per hour.

Very truly yours,

David P. Persson

Attorney at Law

Lakewood Ranch
6853 Energy Court
Lakewood Ranch, Florida 34240

Venice
236 Pedro Street
Venice, Florida 34285

Thank you for your attention to this matter. As always, should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andrew H. Cohen". The signature is fluid and cursive, with the first name "Andrew" being more prominent.

Andrew H. Cohen

Signed electronically

AHC:mk

cc: Charles Tokarz, Chairman

**Cross Creek
Community Development District**

Ratification of Termination letter for KBR Pool
Services, LLC

Cross Creek Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, 407-723-5900, FAX 407-723-5901
<https://www.crosscreekcdd.org/>

April 8, 2022

Via E-Mail and Overnight Delivery

KBR Pool Services, LLC
P.O. Box 3358
Apollo Beach, FL 33572

Re: Cross Creek Community Development District (the "District") – Termination of the Pool Service Agreement by and between the District and KBR Pool Services, LLC executed February, 2022 (the Pool Agreement)

Dear Mr. Reep:

This letter is to confirm the mutual termination of the Pool Agreement per our prior discussions. The Agreement shall be terminated today, April 8, 2022.

The District appreciates your past service to the District and wishes you and your company the best in the future. Any questions you have with respect to this notice should be sent in writing to my attention.

Sincerely,

Venessa Ripoll
District Manager

cc: Andrew Cohen, Esq.
Persson, Cohen & Mooney, P.A.
District Counsel



**AGREEMENT BETWEEN KBR POOL SERVICES, LLC AND CROSS
CREEK COMMUNITY DEVELOPMENT DISTRICT FOR POOL
SERVICES**

This agreement (“Agreement”) for Pool Services is made and entered into this 1st day of February, 2022 by and between:

CrossCreek Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Sarasota County, Florida, whose street address is c/o PFM Group Consulting 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 (the “District”), and

KBR Pool Services, LLC, a Florida limited liability company, whose address is 2639 Manatee Harbor Drive, Ruskin, Florida, 333570 (the “Contractor” and, together with the District, the “Parties”).

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, operates, and maintains the Cross Creek community pool and related amenities located in the Cross Creek community (hereinafter collectively, the “Premises”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide maintenance services for the Premises; and

WHEREAS, Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement and the scope of services attached hereto as **Exhibit “A”** and incorporated herein by this reference (the “Scope of Services”); and

WHEREAS, 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. 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.

A. General Requirements. Contractor shall provide general maintenance services in accordance with the specifications and schedule set forth in Exhibit "A" as may be amended from time to time by the District to ensure all portions of the Premises are receiving ordinary maintenance services and shall:

- 1) Provide the Scope of Services by experienced and highly trained personnel with the appropriate certifications (if applicable).
- 2) At no additional cost to the District, provide uniforms or other appropriate attire for such personnel to wear while providing the Scope of Services.
- 3) Use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines.
- 4) Promptly respond to maintenance emergencies or problems related to the Premises.
- 5) Except in the case of emergency, perform all services in the morning or evening, outside of normal business hours.

B. Investigation and Report of Accidents/Claims. Contractor shall promptly and in no event greater than forty-eight (48) hours after it receives notice provide a full written report as to all accidents or claims for damage relating to the Premises, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

C. Compliance with Government Rules, Regulations, Requirements, and Orders. Contractor shall take such action as is necessary to promptly comply with any and all orders or requirements affecting the Premises placed thereon by any governmental authority having jurisdiction. 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. Contractor shall promptly and in no event greater than forty-eight (48) hours after it receives notice notify the District in writing of all such orders or requirements.

3. COMPENSATION; TERM.

A. Contractor shall provide the Scope of Services two (2) times per week in accordance with the specifications and schedule outlined in Exhibit "A" at a rate of **Nine Hundred Fifty and 0/100 Dollars (\$950.00)** per month. In addition, the District reserves the right to request that Contractor perform the Scope of Services additional times beyond what is required under this Agreement. Contractor shall

invoice the District monthly for services and supplies provided pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices.

B. The term of this Agreement shall be from February 2022 through February, 2023 unless terminated earlier in accordance with Section 9, below.

C. This Agreement will be automatically renewed for additional one (1)-year terms unless the District advises the Contractor otherwise at least thirty (30) days prior to the annual expiration date.

4. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its Patrons, landowners, and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours. Any such repairs shall be at the Contractor’s sole expense, unless otherwise agreed, in writing, by the District.

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	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District as an additional insured for both the General Liability and Automobile Liability coverages. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least 30 days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Insurance coverage shall be provided by a reputable carrier, licensed to conduct business in the State of Florida.

6. INDEMNIFICATION. Contractor agrees to defend, 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, and property damage of any nature, arising out of, or in connection with, any negligent act or omission or willful misconduct of the Contractor or its employees or agents. The provisions of this Section 6 shall survive termination of this Agreement.

7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing

party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate and/or bankruptcy proceedings as well as fees and costs incurred in determining the entitlement to and the reasonableness of the fees and costs to be awarded.

8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9. TERMINATION. Either party may terminate this agreement upon thirty (30) days written notice for any reason at its convenience. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date, subject to any offsets owed the District. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

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. A default by either party under this Agreement shall entitle the other party 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.

12. INDEPENDENT CONTRACTOR. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Contractor shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to perform the Services, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

13. ENTIRE AGREEMENT. This instrument and its attachments shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

15. 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 Agreement.

16. 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: KBR Pool Services, LLC
P.O. Box 3358
Apollo Beach, FL 33572
2. If to District: CrossCreek
Community Development District
c/o PFM Group Consulting
3501 Quadrangle Blvd., Suite 270,
Orlando, FL 32817
Attn: District Manager
3. With a copy to: Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
Attn: Andrew Cohen

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the addresses set forth herein. 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 Parties may deliver Notice on behalf of the Parties. 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.

17. 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 or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provision or condition 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.

18. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

19. APPLICABLE LAW AND VENUE. 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 hereunder shall be in a court of appropriate jurisdiction in Manatee County, Florida.

20. EXECUTION IN COUNTERPARTS. This Agreement 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 Agreement to physically form one document.

21. 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.

22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

23. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Government Management Services ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor 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 Contractor'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 Contractor, the Contractor 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 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 CUSTODIAN OF PUBLIC RECORDS (VENESSA RIPOLL) AT 407-723-5900, OR BY EMAIL AT RECORDREQUEST@PFM.COM, OR BY REGULAR MAIL AT 3501 QUADRANGLE BLVD. SUITE 270 ORLANDO, FLORIDA 32817.

24. CONFLICTS. To the extent that the terms described in Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall control.

25. 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.

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

Attest:

CROSSCREEK COMMUNITY
DEVELOPMENT DISTRICT

Chair
Board of Supervisors

KBR POOL SERVICES, LLC

Authorized Representative Signature

Douglas B. Deep
Printed Name

Owner
Position with Company

Exhibit A: Scope of Services

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

Attest:

**CROSSCREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chair
Board of Supervisors

KBR POOL SERVICES, LLC

Authorized Representative Signature

Printed Name

Position with Company

Exhibit A: Scope of Services

Exhibit “A”

SCOPE OF SERVICES

KBR POOL SERVICES, LLC

PO BOX 3358

Apollo Beach, FL 33572

813-857-4304

Email: KBROFTAMPA@Yahoo.com

Proposal Description:

To service/clean and maintain the Cross Creek Community Pool and water pad 2 days per week Monday & Fridays.

Services to include:

- **Brushing of walls**
- **Vacuuming of any debris on floors**
- **Cleaning of water line tiles to remove any scum lines**
- **Cleaning of scum gutters**
- **Testing and logging of chemical readings**
- **Polishing of all handrails**
- **Netting and removing of debris from surface**
- **Cleaning of filters each week**
- **Wiping down of splash pad equipment**

Monthly Grand Total:

\$950.00

Note* Above prices do not include any repairs. Repairs will be quoted separately.**

**Cross Creek
Community Development District**

Ratification of the of S&G Pools, LLC Pool
Cleaning Contract

**AGREEMENT BETWEEN S&G POOLS, LLC, AND CROSSCREEK
COMMUNITY DEVELOPMENT DISTRICT FOR POOL SERVICES**

This agreement ("Agreement") for Pool Services is made and entered into this 7th day of April 2022 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 street address is c/o PFM Group Consulting 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 (the "District" or "Owner"), and

S&G POOLS, LLC, a Florida limited liability company, whose address is PO Box 52124, Sarasota, Florida, 34232 (the "Contractor" and, together with the District/Owner, the "Parties").

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, operates, and maintains the CrossCreek community pool, splash pad and related amenities located in the CrossCreek community (hereinafter collectively, the "Premises"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide maintenance services for the Premises; and

WHEREAS, Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement and the scope of services attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "Scope of Services"); and

WHEREAS, 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. **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.**

A. General Requirements. Contractor shall provide general maintenance services in accordance with the specifications and schedule set forth in **Exhibit "A"**



as may be amended from time to time by the District to ensure all portions of the Premises are receiving ordinary maintenance services and shall:

- 1) Provide the Scope of Services by experienced and highly trained personnel with the appropriate certifications (if applicable).
- 2) At no additional cost to the District, provide uniforms or other appropriate attire for such personnel to wear while providing the Scope of Services.
- 3) Use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines.
- 4) Promptly respond to maintenance emergencies or problems related to the Premises.
- 5) Except in the case of emergency, perform all services in the morning or evening, outside of normal business hours.

B. Investigation and Report of Accidents/Claims. Contractor shall promptly and in no event greater than forty-eight (48) hours after it receives notice provide a full written report as to all accidents or claims for damage relating to the Premises, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

C. Compliance with Government Rules, Regulations, Requirements, and Orders. Contractor shall take such action as is necessary to promptly comply with any and all orders or requirements affecting the Premises placed thereon by any governmental authority having jurisdiction. 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. Contractor shall promptly and in no event greater than forty-eight (48) hours after it receives notice notify the District in writing of all such orders or requirements.

3. **COMPENSATION; TERM.**

A. Contractor shall provide the Scope of Services three (3) times per week in accordance with the specifications and schedule outlined in **Exhibit "A"** at a rate of **One Thousand and 0/100 Dollars (\$1,000.00)** per month. In addition, the District reserves the right to request that Contractor perform the Scope of Services additional times beyond what is required under this Agreement. Contractor shall invoice the District monthly for services and supplies provided pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices.



B. The term of this Agreement shall be from April 7th, 2022 through April 7th, 2023 unless terminated earlier in accordance with Section 9, below.

C. This Agreement will be automatically renewed for additional one (1)-year terms unless the District advises the Contractor otherwise at least thirty (30) days prior to the annual expiration date.

4. **CARE OF THE PROPERTY.** Contractor shall use all due care to protect the property of the District, its residents, landowners, and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours. Any such repairs shall be at the Contractor's sole expense, unless otherwise agreed, in writing, by the District.

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	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District as an additional insured for both the General Liability and Automobile Liability coverages. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Insurance coverage shall be provided by a reputable carrier, licensed to conduct business in the State of Florida.

6. **INDEMNIFICATION.** Contractor agrees to defend, 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 and property damage of any nature, arising out of, or in connection with, any negligent act or omission or willful misconduct of the Contractor or its employees or agents. The provisions of this Section 6 shall survive termination of this Agreement.

7. **RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate and/or bankruptcy proceedings as well



as fees and costs incurred in determining the entitlement to and the reasonableness of the fees and costs to be awarded.

8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9. TERMINATION. Either party may terminate this agreement upon thirty (30) days written notice for any reason at its convenience. The District may further terminate this Agreement immediately upon a breach by the Contractor. Upon termination of this Agreement for default or at a party's convenience, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date, subject to any offsets owed the District. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

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. A default by either party under this Agreement shall entitle the other party 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.

12. INDEPENDENT CONTRACTOR. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Contractor shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to perform the Services, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

13. ENTIRE AGREEMENT. This instrument and its attachments shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.



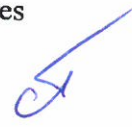
15. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

16. 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: S&G Pools, LLC
P.O. Box 52124
Sarasota, Florida 34232
2. If to District: CrossCreek
Community Development District
c/o PFM Group Consulting
3501 Quadrangle Blvd., Suite 270,
Orlando, FL 32817
Attn: District Manager
3. With a copy to: Persson, Cohen, Mooney,
Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
Attn: Andrew Cohen

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the addresses set forth herein. 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 Parties may deliver Notice on behalf of the Parties. 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.

17. 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 or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provision or condition 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.



18. **ASSIGNMENT.** Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

19. **APPLICABLE LAW AND VENUE.** 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 hereunder shall be in a court of appropriate jurisdiction in Manatee County, Florida.

20. **EXECUTION IN COUNTERPARTS.** This Agreement 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 Agreement to physically form one document.

21. **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.

22. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

23. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is PFM Group Consulting ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor 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 Contractor'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 Contractor, the Contractor 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 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 CUSTODIAN OF PUBLIC RECORDS (VENESSA RIPOLL) AT 407-723-5900, OR BY EMAIL AT RECORDREQUEST@PFM.COM, OR BY REGULAR MAIL AT 3501 QUADDRANGLE BLVD. SUITE 270 ORLANDO, FLORIDA 32817.

24. CONFLICTS. To the extent that the terms described in **Exhibit "A"** conflict with the terms of this Agreement, the terms of this Agreement shall control.

25. 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.

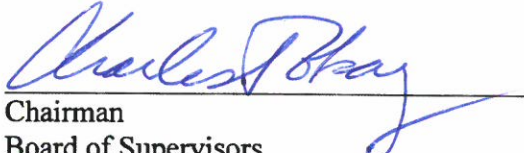
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

Attest:

**CROSSCREEK COMMUNITY
DEVELOPMENT DISTRICT**


Chairman
Board of Supervisors

S&G POOLS, LLC

Authorized Representative Signature

Printed Name

Position with Company

Exhibit A: Scope of Services

sgpools1@gmail.com

QUOTE FOR SERVICES

DATE: 4/7/22

Bill To: Cross Creek Community Pool & Splash Pad

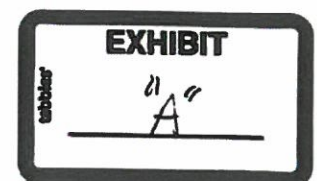
4000 Creekside Park Drive

Parrish, FL 34219

Description	Total
Service of commercial pool three times a week, which includes balancing chemicals, cleaning tile, brushing and netting pool, empty the skimmer basket and vacuum as needed. Keeping the equipment up to code and functioning properly	1,000.00
Total	1,000.00

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Thank you for your business!



Cross Creek Community Development District

Review and Consideration of the Proposed
Easement Agreement

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to Section 190.046 and Section 125.66, Florida Statutes, that the Manatee County Board of County Commissioners will hold a Public Hearing on March 22, 2022, at 9:00 a.m. (or as soon thereafter as may be heard) in the Commission Chambers, located on the first floor of the Manatee County Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida, to consider and act upon the following request made by the Board of Supervisors of the CrossCreek Community Development District (Petitioner) to adopt:

ORDINANCE NO. 22-21 fka ORDINANCE NO. 11-49

AN Ordinance of Manatee County, Florida relating to CrossCreek Community Development District; providing legislative findings; specifying authority; specifying intent and purpose; contracting the boundaries of the district pursuant to Subsection 190.046(1), Florida Statutes, by deleting approximately 112.738 acres of land; amending Subsection 2-8-36 of the Manatee County Code of Ordinances to describe the amended boundaries of the district as contracted; providing for reliance upon representations; providing for codification; providing for severability; and providing an effective date.

The amended boundaries of the land to be serviced by the CrossCreek Community Development District is outlined in the map below. CrossCreek Community Development District includes approximately 314,417 acres generally located north of Manatee River on the east side of Ft. Hamer Road and the south side of Golf Course Road, in Parrish, FL. The proposed boundary amendment includes the deletion of 112.738 acres, totaling 201.679 remaining acres.

All interested parties are invited to appear at this hearing and be heard, subject to the proper rules of conduct. Additionally, any comments filed with the Director of the Planning Department will be considered by the Board of County Commissioners and entered in the record. Copies of the proposed ordinance, the petition and other information regarding the petition are available for public inspection from 8:00 a.m. to 4:00 p.m.

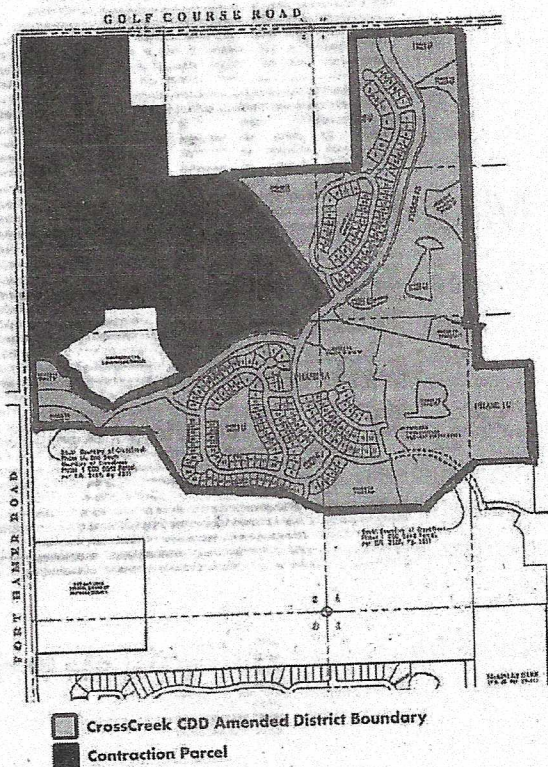
Monday through Friday at the Manatee County Planning Department, 1112 Manatee Avenue West, 4th Floor, Bradenton, Florida. Interested parties may obtain assistance regarding this matter by calling (941) 749-3070 during normal business hours.

In accordance with Section 286.0105, Florida Statutes, if any person decides to appeal any decision made with respect to any matters considered at such meeting or hearing, that person will need a record of the proceedings, and for such purpose, that person may need to assure that a verbatim record of the proceedings is made, which record would include any testimony or evidence upon which the appeal is to be based.

Americans With Disabilities: The Board of County Commissioners does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to and participation in public hearings. Anyone requiring reasonable accommodation for this meeting as provided for in the ADA should contact Carmine DeMilio at (941) 792-8784 Extension 8303.

**SAID HEARING MAY BE CONTINUED FROM TIME TO TIME
PENDING ADJOURNMENTS.**

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
Manatee County Building and Development Services Department
Manatee County, Florida



Return to:

CrossCreek CDD
1651 Whitfield Ave -
Suite 200
Sarasota, FL 34243

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2022, by and between the CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190 of the Florida Statutes (hereinafter the "CDD" or the "Grantor"), and Land Experts, Inc., a Florida corporation, as Trustee for THE PARRISH LAND TRUST under Land Trust Agreement dated December 20, 2016 (hereinafter the "Trust" or the "Grantee").

W I T N E S S E T H :

WHEREAS, the CDD owns and manages certain property located in Manatee County, Florida (the "CDD Property" or the "Property") described on ~~Exhibit~~ Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, the CDD Property includes lands, drainage ponds and other infrastructure as an integral part of the overall CrossCreek community and its infrastructure; and

WHEREAS, the Trust owns lands nearby as well as adjoining the CDD Property, and is developing those lands with additional infrastructure designed to be part of the overall CrossCreek community; and

WHEREAS, some of the infrastructure systems within and serving the overall CrossCreek community are integral systems designed to extend over, across and through both the Trust's lands and the CDD Property; and

WHEREAS, these infrastructure systems include drainage flow patterns, piping and other structures and equipment designed to extend over, across and through both the Trust's lands and the CDD Property.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct, and by this reference are incorporated herein as a material part of this Agreement.

2. GRANT OF EASEMENT. The Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee and its successors and assigns, in perpetuity, a non-exclusive easement (the "Easement") over, under, through and across the CDD Property, to own, access, construct, install, repair, replace, operate and/or maintain various infrastructure improvements including stormwater, water, sewer and other improvements, together with rights of ingress and egress on and over the CDD Property as necessary for the use and enjoyment of the Easement herein granted. In its exercise of the rights granted by this Easement Agreement, the Grantee shall respect and shall not alter the primary character and function of the CDD Property. By way of example, Tracts S and T shall remain primarily as detention areas, as platted, with existing detention ponds and their functions not altered in any substantial way. Also by way of example, the Common Areas within Tracts Q and R shall remain primarily as they currently exist, as grassy areas with pedestrian walkways. It is understood and expected that the Grantee's infrastructure improvements to be designed and installed within the CDD Property, as authorized by this Easement Agreement, shall be in the form of underground pipes, catch basins and other such infrastructure which will be primarily located underground, rather than above the surface.

3. DESIGN AND APPROVAL REQUIREMENTS. The Grantee shall remain fully responsible for the design (by a licensed engineer) and the approval of the above infrastructure improvements by all pertinent government agencies with all necessary approvals and permits for those improvements.

4. RESPONSIBILITY FOR COSTS. The Grantee shall remain fully responsible for all costs and obligations associated with the ownership, construction, installation, repair, replacement, operation and/or maintenance of any and all infrastructure improvements that the Grantee chooses to install within the CDD Property.

5. RESERVATION OF RIGHTS. Subject to the rights created herein, the Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the CDD Property for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the CDD Property.

6. INDEMNIFICATION. The Grantee shall indemnify and hold the Grantor harmless, as well as all of Grantor's supervisors, staff, agents and representatives, from and against any claims, losses or liabilities arising out of or related to the Grantee's ownership, construction, installation, repair, replacement, operation and/or maintenance of any improvements that the Grantee chooses to install within the CDD Property.

7. DAMAGE, LIENS. In the event that the Grantee or its employees, agents, assignees or contractors cause damage to the CDD Property or any of the improvements located within the CDD Property, or cause damage to Grantor's

other property or any improvements located thereon, in the exercise of the easement rights granted herein, the Grantee shall, at its sole cost and expense, commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical the original condition and grade within thirty (30) days after receiving written notice of the occurrence of any such damage. Further, the Grantee shall not allow any lien to attach to the CDD Property or any improvements located on said CDD Property or on Grantor's other property arising out of work performed by, for, or on behalf of the Grantee. The Grantee shall pay or transfer to other security all such liens, claims or demands before any action is brought to enforce the same against the CDD Property or the Grantor.

8. BINDING EFFECT. This Easement and all of the provisions of this Easement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, licensees, lessees and independent contractors thereof, as a covenant running with and binding upon the CDD Property.

9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Easement shall be deemed as a waiver of immunity or limit of liability of the CDD 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, and nothing in this Easement 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. ATTORNEY'S FEES. If it shall be necessary for either party to this Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Agreement, the substantially prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorney's fee as fixed by the court through all appellate levels and in bankruptcy.

11. GOVERNING LAW. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

12. INTERPRETATION. The interpretation and enforcement of this Agreement shall bind, and the benefits and advantages shall inure to and be enforceable by the Grantor and the Grantee as well as their respective personal representatives, heirs, successors and assigns. Whenever used, the singular name shall include the plural, and the use of any gender shall be applicable to all genders.

13. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

14. PUBLIC RECORDS. All documents of any kind provided by or to the CDD or the CDD staff in connection with this Easement Agreement may be public records and shall be treated as such in accordance with Florida law.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Agreement, as indicated below (the "Effective Date").

WITNESSES:

GRANTOR

CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special-purpose government
established pursuant to Chapter 190,
Laws of Florida

(Print:)

By: _____

Name: _____

Title: _____

(Print:)

Date: _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of the CrossCreek Community Development District, on behalf of the District. The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization. He/she () is personally known to me or () has produced _____ as identification.

Print name: _____

(Notary Seal)

My commission expires: _____

WITNESSES:

GRANTEE

LAND EXPERTS, INC., a Florida corporation,
as Trustee for THE PARRISH LAND TRUST,
under Agreement dated December 20, 2016

(Print:) _____

By: _____

Name: _____

Title: _____

(Print:) _____

Date: _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ as _____ of Land Experts, Inc., as Trustee for The Parrish Land Trust under Agreement dated December 20, 2016, on behalf of the Trust. The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization. He/she () is personally known to me or () has produced _____ as identification.

(Notary Seal)

Print name: _____

My commission expires: _____

EXHIBIT "A"

The following lands are the "CDD Property" or the "Property":

Tract Q, Tract R, Tract S, Tract S-1 and Tract T,
CROSSCREEK PHASE 1-A, according to the Plat thereof
recorded in Plat Book 53, Pages 97-125, Public
Records of Manatee County, Florida.

**Cross Creek
Community Development District**

Motion to Authorize Execution of Quit Claim
Deed from CDD to remove Sliver of tracts V and
C-1 for the Cross Creek Phase 1D, 1E, & 1F
Plat

**Cross Creek
Community Development District**

Motion to Authorization for Chairman to
Execute Plat for Cross Creek Phase 1D, 1E, &
1F

**Cross Creek
Community Development District**

Review and Consideration of the Brightview
Increase Letter

**CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between:

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

Brightview Landscape Services, Inc., having an address of _____ (the “Contractor,” and collectively with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within the District; and

WHEREAS, Contractor has historically been providing such services to the District, and represents that it is qualified to continue to provide landscape and irrigation services to the District; and

WHEREAS, the Parties wish to enter into this Agreement to memorialize the services provided to the District and to amend and supersede any all previous landscape and irrigation maintenance service agreements between the District and Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement. To the extent of any conflict between this Agreement and its exhibits, the Agreement shall prevail.

2. **CONTRACTOR OBLIGATIONS.**

- a. ***Scope of Services.*** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** (“Work”). The Contractor shall perform the Work consistent with the presently established,

high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

- b. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor has been servicing the site and was able to inspect the site and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, 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 Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
- c. *Manner of Contractor’s Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts

are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

- e. ***Scheduling.*** In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District Representatives (defined herein).
- f. ***Protection of Property.*** Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the satisfaction of the District.
- g. ***Reporting Services.*** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret, and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates **CHRIS CHAVEZ** and **VENESSA RIPOLL** to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor. The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, upon request, the Contractor agrees to meet the District Representatives at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement, and to attend all meetings of the District’s Board of Supervisors at no additional cost if requested.
- h. ***Deficiencies.*** If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time-period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time-period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time

period, and without intending to limit the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity, withhold some or all of the Contractor's payments under this Agreement and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

- i. ***Compliance with Laws.*** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- j. ***Safety.*** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- k. ***Environmental Activities.*** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- l. ***Payment of Taxes; Procurement of Licenses and Permits.*** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements.

- m. ***Subcontractors.*** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- n. ***Independent Contractor Status.*** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, are employees of the District. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

- a. ***Term.*** Work under this Agreement shall begin [REDACTED], 2022, and end [REDACTED], 2023 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew up to two times for one-year periods.
- b. ***Compensation.*** As compensation for the Work in the Initial Term, the District agrees to pay Contractor **Nine Thousand One Hundred Ninety-Two and 75/100 Dollars (\$9,192.75)** per month. All additional work or services, and related compensation, shall be governed by Section 3.c. of this Agreement.
- c. ***Additional Work.*** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Change Order and/ or Agreement Addendum. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Change Order and/or Addendum. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. ***Payments by District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the

twenty-fifth (25th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District. Work shall commence upon execution of this Agreement (if it has not commenced already) and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with the terms of this Agreement or renewed in accordance with Section 3.a., above.

- e. ***Payments by Contractor.*** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services, and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing 30 (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this

Agreement, and regardless of whether any of the procedural steps set forth in Section 2.h. of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause and this Agreement can then be terminated by the District in its sole and absolute discretion, whether or not reasonable. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

On a default by Contractor, the District may elect not to terminate the Agreement, and in such event, it may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, the District further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

5. INSURANCE.

- a. ***Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a 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 without thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. 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.
- b. ***Types of Insurance Coverage Required.*** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, \$2,000,000 aggregate and further including, but not being limited to, Independent Contractors

- Coverage for bodily injury and property damage in connection with subcontractors' operation.
- iii. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - iv. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$5,000,000 per occurrence covering all work performed under this Agreement.
- c. ***Additional Insureds.*** All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its Supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its Supervisors, officers, staff, agents, employees, and representatives.
- d. ***Sub-Contractors.*** 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 held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- e. ***Payment of Premiums.*** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. ***Notice of Claims.*** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. ***Failure to Provide Insurance.*** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. 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 cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

- a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives. The foregoing indemnification includes agreements by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed by or utilized by the Contractor in the performance of this agreement.
- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants' limitations on liability contained in section 768.28, Florida Statutes, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.
- d. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- e. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict, or control this Agreement.

7. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.
- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The Contractor's possession of the materials will constitute a bailment. The Contractor, as Bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

8. MISCELLANEOUS PROVISIONS.

- a. *Default & Protection Against Third Party Interference.* A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- b. *Custom & Usage.* It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with

the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

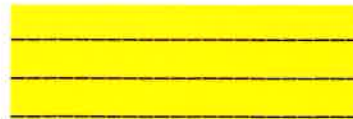
- c. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. No employees, agents or representatives of the District are personally or individually bound by this Agreement.
- d. ***Assignment.*** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- e. ***Headings for Convenience.*** 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.
- f. ***Agreement.*** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the EXHIBITS, this document shall control.
- g. ***Attorney's Fees.*** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings as well as attorney's fees and costs incurred in determining entitlements to and reasonableness of fees and costs.
- h. ***Amendments.*** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- i. ***Authorization.*** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

- j. **Notices.** Any notice, demand, request, or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

If to the District: CrossCreek
Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attn: Venessa Ripoll
District Manager

With a copy to: Andrew H. Cohen
6853 Energy Court
Lakewood Ranch, FL 34240

If to Contractor:

A rectangular area consisting of three horizontal yellow bars, used to redact the contractor's address information.

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

- k. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

- l. ***Controlling Law & Venue.*** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Manatee County, Florida.
- m. ***Public Records.*** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and 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 the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN, VENESSA RIPOLL, 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FL 32817, TEL. 407-723-5900, RIPOLLV@PFM.COM.

- n. ***E-Verify Requirement.*** 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 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 Contractor has 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 Contractor and order Contractor to immediately terminate the contract with the subcontractor.

Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.

- o. ***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.
- p. ***Arm's Length Transaction.*** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- q. ***Signatures.*** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Moreover, electronic records of signatures shall constitute original signatures for all purposes.

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IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

CROSSCREEK
COMMUNITY DEVELOPMENT
DISTRICT

By: _____

☐ Secretary

☐ Assistant Secretary

By: _____

☐ Chairperson

☐ Vice Chairperson

Date: _____

ATTEST:

BRIGHTVIEW LANDSCAPE
SERVICES, INC.

By: _____

Its: _____

By: _____

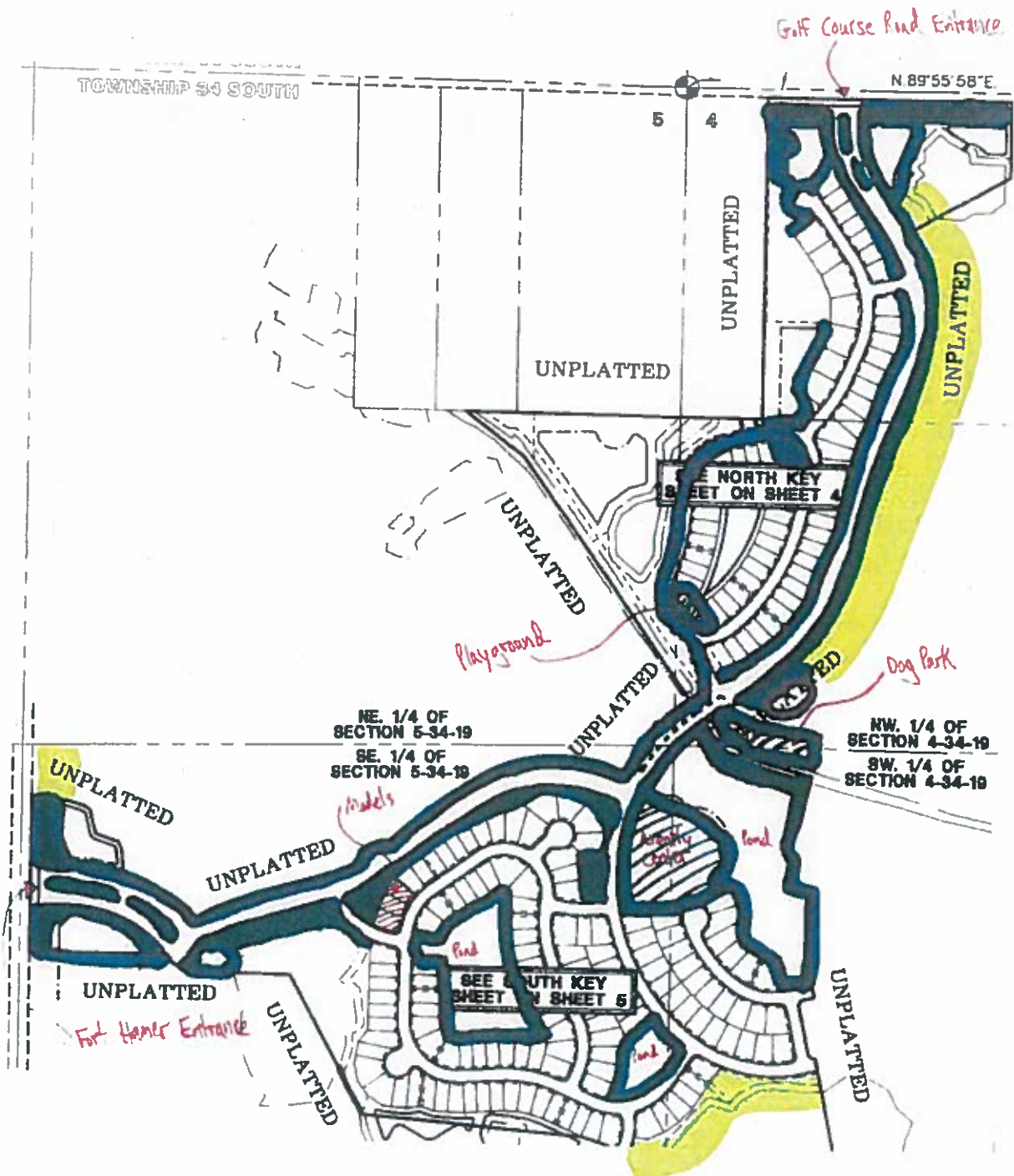
Its: _____

Date: _____

Exhibit A: Landscape Maintenance Specifications

Exhibit B: Landscape Maintenance Areas

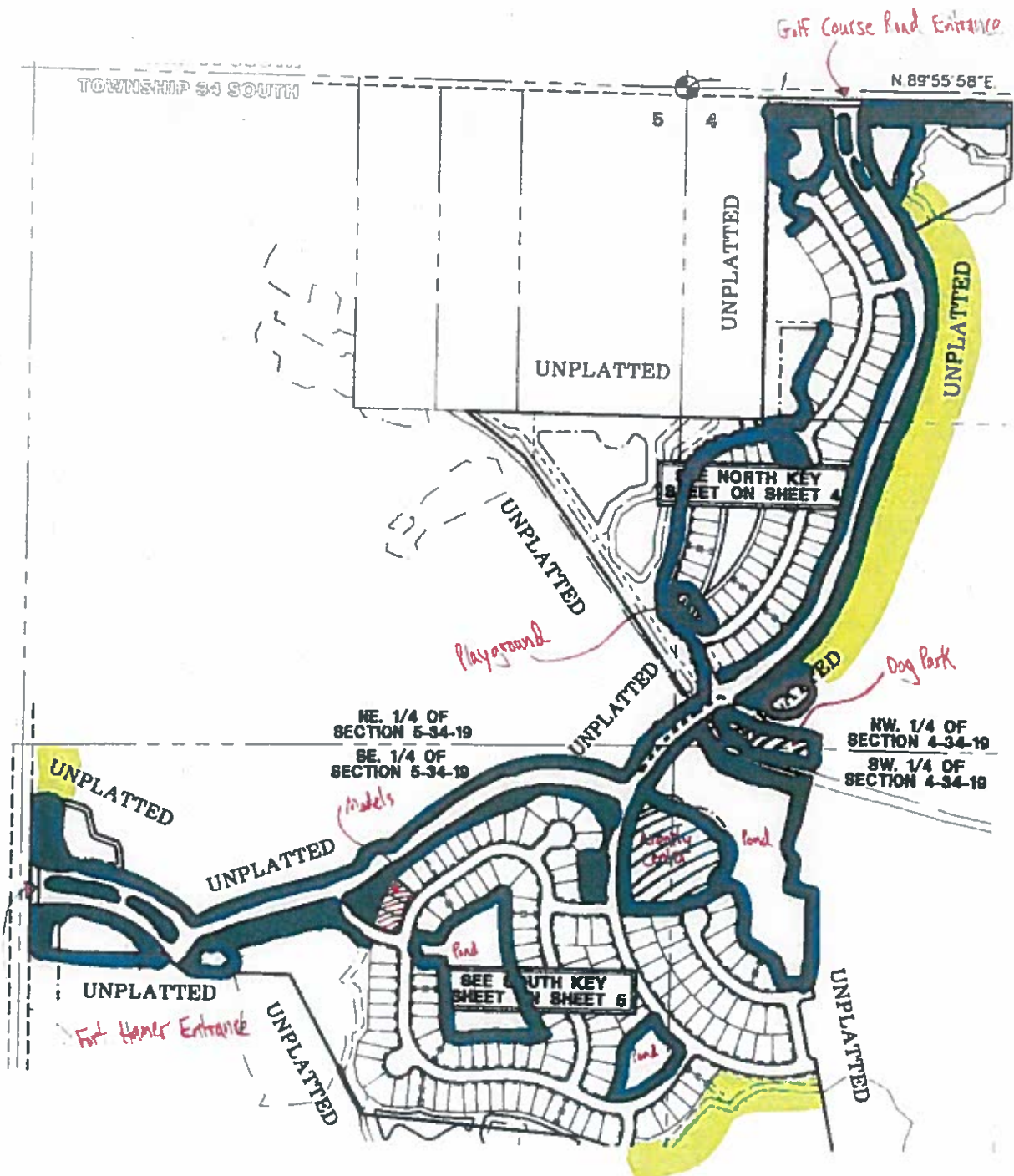
Cross Creek Common Areas



577

5-22-18

Cross Creek Common Areas



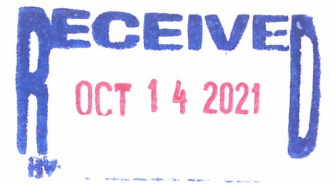
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5-22-18

**Cross Creek
Community Development District**

Ratification of Payment Authorizations
132-- 154

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 132

9/30/2021

Item No.	Vendor	Invoice Number	FY21 General Fund	FY22 General Fund
1	BrightView Landscape Services Landscape Maintenance: October 2021 Herbicide Treatment: September 2021	7553579 7572408	\$ 151.00 ✓	\$ 8,925.00 ✓
2	Egis Insurance Advisors, LLC FY 2022 Insurance Renewal	14328		\$ 12,347.00 ✓
3	Envera Alarm Monitoring: November 2021	707552		\$ 636.54 ✓
4	Holiday Pools of West Florida Pool Maintenance: October 2021	MC-70621		\$ 675.00 ✓
5	Persson, Cohen & Mooney, P.A. District Counsel: August 2021	1151	\$ 589.50 ✓	
6	PFM Group Consulting LLC District Management Fee: September 2021 FY 2022 Tax Roll Preparation and Submission Postage/FedEx: August 2021	DM-09-2021-15 FY22-TR-0009 OE-EXP-09-14	\$ 2,500.00 ✓ \$ 38.48 ✓	\$ 5,000.00 ✓
7	Special Markets Insurance Consultants, Inc. FY 2022 Volunteer Insurance	47009A		\$ 200.00 ✓
8	T-Top Electric, LLC Security Lights Replacement	1883	\$ 800.00 ✓	

Subtotal \$ 4,078.98 \$ 27,783.54

TOTAL **\$31,862.52**

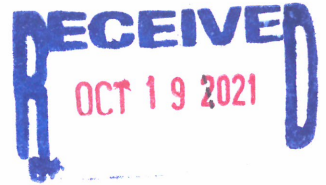
APPROVED
CL
12/01/21

Charles Tokay, Chairman
Board Member

Please Return To:
Cross Creek CDD
C/O PFM Group Consulting LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817

OD
12/31/21
12/2/21

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 133
10/7/2021

Item No.	Vendor	Invoice Number	FY21 General Fund	FY22 General Fund
1	Department of Economic Opportunity FY 2022 Special District Fee	85010		\$ 175.00 ✓
2	The Lake Doctors Water Management: October 2021	611623		\$ 630.00 ✓
3	Manatee County Utilities (Paid Online) 4000 CREEKSIDE PARK DR; 08/19/21-09/21/21 12501 RYEGRASS LOOP; 08/20/21-09/21/21 12515 FRESHWATER RUN; 08/20/21-09/21/21	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 645.76 ✓ \$ 31.99 ✓ \$ 66.35 ✓	
4	Peace River Electric (Paid Online) 4100 CREEKSIDE PARK DR; 08/24/21-09/23/21 4890 GOLF COURSE RD; 08/25/21-09/25/21 02-040-4L-1; 08/24/21-09/23/21 12407 LARCHMERE LN; 08/18/21-09/18/21 12310 SILKWOOD WAY; 08/18/21-09/18/21	Acct: 158231004 Acct: 158231005 Acct: 158231006 Acct: 158231007 Acct: 158231009	\$ 1,305.80 ✓ \$ 62.77 ✓ \$ 1,474.02 ✓ \$ 40.00 ✓ \$ 35.55 ✓	
5	Persson, Cohen & Mooney, P.A. District Counsel: September 2021	1184	\$ 327.50 ✓	
6	Synovus Bank Interest Pmt/ Synovus Loan	Interest 10.15.21		\$ 68.34 ✓

Subtotal	\$ 3,989.74	\$ 873.34
TOTAL	\$4,863.08	

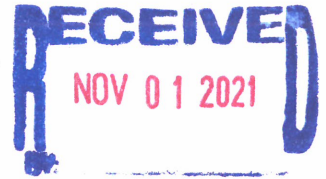
APPROVED
10/21/21

Charles P. Hays, Chairman
Board Member

10/28/21
10/26/21

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Orlando, FL 32817

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 134
10/21/2021

Item No.	Vendor	Invoice Number	FY21 General Fund	FY22 General Fund
1	JMS Cleaning Janitorial Services: October 2021	1793ABCD		\$ 1,034.75 ✓
2	PFM Group Consulting LLC Billable Expenses: August 2021 District Management Fee: October 2021 Postage: September 2021	117035 DM-10-2021-15 OE-EXP-10-12	\$ 19.15 ✓ \$ 6.36 ✓	\$ 2,500.00 ✓
3	VenturesIn.com, Inc. Website Maintenance: October 2021	45611		\$ 40.00 ✓

Subtotal \$ 25.51 \$ 3,574.75

TOTAL **\$3,600.26**

APPROVED
ce
11/04/21

Charles H. Hays, Chairman
Board Member

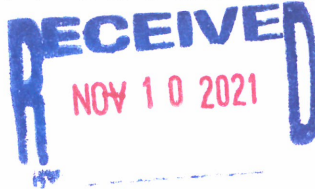
11/5/21

11/1/21

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 135
10/28/2021



Item No.	Vendor	Invoice Number	FY21 General Fund	FY22 General Fund
1	BrightView Landscape Services Landscape Maintenance: November 2021	7596021		\$ 8,925.00 ✓
2	Peace River Electric (Paid Online) 12220 SILKWOOD WAY; 09/09/21-10/09/21 4601 CREEKSIDE PARK DR; 09/09/21-10/09/21 12400 SILKWOOD WAY; 09/09/21-10/09/21 3693 CREEKSIDE PARK DR; 09/04/21-10/04/21	Acct:158231001 Acct:158231002 Acct:158231008 Acct: 186140001	\$ 52.57 ✓ \$ 52.69 ✓ \$ 39.88 ✓ \$ 59.00 ✓	

Subtotal \$ 204.14 \$ 8,925.00

TOTAL \$9,129.14

Charles R. Papp, Chairman
Board Member

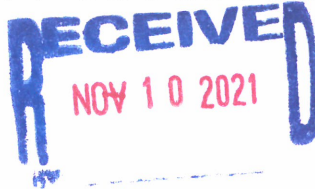
APPROVED
CU
12/01/21

CU
12/2/21
12/13/21

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 135
10/28/2021



Item No.	Vendor	Invoice Number	FY21 General Fund	FY22 General Fund
1	BrightView Landscape Services Landscape Maintenance: November 2021	7596021		\$ 8,925.00 ✓
2	Peace River Electric (Paid Online) 12220 SILKWOOD WAY; 09/09/21-10/09/21 4601 CREEKSIDE PARK DR; 09/09/21-10/09/21 12400 SILKWOOD WAY; 09/09/21-10/09/21 3693 CREEKSIDE PARK DR; 09/04/21-10/04/21	Acct:158231001 Acct:158231002 Acct:158231008 Acct: 186140001	\$ 52.57 ✓ \$ 52.69 ✓ \$ 39.88 ✓ \$ 59.00 ✓	

Subtotal \$ 204.14 \$ 8,925.00

TOTAL \$9,129.14

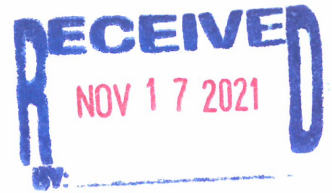
Charles R. Papp, Chairman
Board Member

APPROVED
CU
12/01/21

CU
12/2/21
12/13/21

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 136
11/8/2021

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Envera Alarm Monitoring: December 2021	708506	\$ 636.54 ✓
2	Holiday Pools of West Florida Pool Maintenance: November 2021	MC-71508	\$ 675.00 ✓
3	Impact Pest Pest Control: October 2021 Check Rodent Stations	968425 969151	\$ 140.00 ✓ \$ 80.00 ✓
4	The Lake Doctors Water Management: November 2021	617733	\$ 630.00 ✓
5	Peace River Electric (Paid Online) 4100 CREEKSIDE PARK DR; 09/23/21-10/23/21 4890 GOLF COURSE RD; 09/25/21-10/25/21 02-040-4L-1; 09/23/21-10/23/21 12407 LARCHMERE LN; 09/18/21-10/18/21 12310 SILKWOOD WAY; 09/18/21-10/18/21	Acct:158231004 Acct:158231005 Acct:158231006 Acct:158231007 Acct: 158231009	\$ 1,901.75 ✓ \$ 63.72 ✓ \$ 1,202.88 ✓ \$ 40.00 ✓ \$ 35.96 ✓
6	Persson, Cohen & Mooney, P.A. District Counsel: October 2021	1305	\$ 133.50
7	Sir Speedy Sign: Wildlife Warning	4689	\$ 588.58 ✓
8	Synovus Bank Interest Pmt/ Synovus Loan	Interest 11.15.21	\$ 70.61 ✓
9	VenturesIn.com, Inc. Website Maintenance: November 2021	45656	\$ 40.00 ✓

Subtotal	\$ 6,238.54
TOTAL	\$6,238.54

APPROVED.
ce 11/19/21

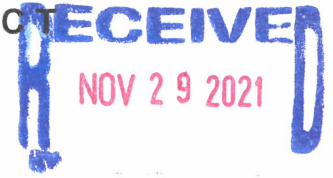
Charles P. Ray, Chairman
Board Member

OP 12/13/21

ce 11/14

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 137
11/18/2021

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Cross Creek HOA Management Services: November 2021	11012021	\$ 600.00 ✓
2	Manatee County Utilities (Paid Online) 4000 CREEKSIDE PARK DR; 09/21/21-10/19/21 12501 RYEGRASS LOOP; 09/21/21-10/19/21 12515 FRESHWATER RUN; 09/21/21-10/19/21	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 466.75 ✓ \$ 32.74 ✓ \$ 65.62 ✓
3	PFM Group Consulting LLC District Management Fee: November 2021	DM-11-2021-15	\$ 2,500.00 ✓
4	Southwest Maintenance Services, Inc. Level Pavers and Pressure Wash Playground ✓ Playground Drainage Repairs ✓	11414 11425	\$ 940.00 ✓ \$ 880.00 ✓

TOTAL

\$5,485.11

APPROVED
C
12/01/21

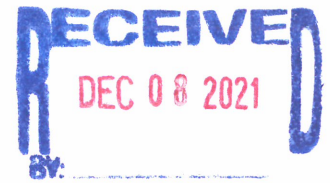
Charles D. Bay, Chairman
Board Member

CD
12/3/21

C
12/2/21

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 138
12/2/2021

Item No.	Vendor	Invoice Number	FY21 General Fund	FY22 General Fund
1	BrightView Landscape Services Landscape Maintenance: December 2021	7645205		\$ 8,925.00 ✓
2	Envera Alarm Monitoring: January 2022	709640		\$ 636.54 ✓
3	McClatchy Company (Bradenton Herald) Legal Advertising on 10/01/21 (Ad: IPL0041712)	73804		\$ 84.24 ✓
4	Peace River Electric (Paid Online) 12220 SILKWOOD WAY; 10/09/21-11/09/21 4601 CREEKSIDE PARK DR; 10/09/21-11/09/21 4100 CREEKSIDE PARK DR; 10/23/21-11/23/21 02-040-4L-1; 10/23/21-11/23/21 12407 LARCHMERE LN; 10/18/21-11/18/21 12400 SILKWOOD WAY; 10/09/21-11/09/21 12310 SILKWOOD WAY; 10/18/21-11/18/21 3693 CREEKSIDE PARK DR; 10/04/21-11/04/21	Acct:158231001 Acct:158231002 Acct:158231004 Acct:158231006 Acct:158231007 Acct:158231008 Acct: 158231009 Acct: 186140001		\$ 54.35 ✓ \$ 54.94 ✓ \$ 1,640.60 ✓ \$ 707.79 ✓ \$ 41.00 ✓ \$ 40.70 ✓ \$ 36.44 ✓ \$ 94.00 ✓
5	Persson, Cohen & Mooney, P.A. District Counsel: November 2021	1442		\$ 534.00 ✓
6	PFM Financial Advisors LLC Re-amortization Services: Series 2016 Re-amortization Services: Series 2016	118034 118043	\$ 375.00 ✓	\$ 125.00 ✓
7	Southwest Maintenance Services, Inc. Amenity Center Restroom Plumbing Maintenance	11430		\$ 240.00 ✓

TOTAL

\$13,589.60

APPROVED.
CE
12/15/21

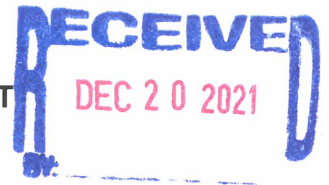
Charles P. Hays, Chairman
Board Member

12/20/21

12/17/21

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 139
12/17/2021

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Cross Creek HOA Management Services: December 2021	2012021	\$ 600.00 ✓
2	Holiday Pools of West Florida Pool Maintenance: December 2021	MC-72371	\$ 675.00 ✓
3	The Lake Doctors Water Management: December 2021	623824	\$ 630.00 ✓
4	Manatee County Utilities (Paid Online) 4000 CREEKSIDE PARK DR; 10/19/21-11/17/21 12501 RYEGRASS LOOP; 10/19/21-11/17/21 12515 FRESHWATER RUN; 10/19/21-11/17/21	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 1,700.90 \$ 33.10 \$ 95.01 ✓ ✓ ✓
5	Nelson Pool Company Pump Repair	6822	\$ 300.00 ✓
6	Peace River Electric (Paid Online) 4890 GOLF COURSE RD; 10/25/21-11/24/21 3693 CREEKSIDE PARK DR; 11/04/21-12/04/21	Acct: 158231005 Acct: 186140001	\$ 65.14 \$ 87.00 ✓ ✓
7	PFM Group Consulting LLC Dissemination Fee S2007AB/2016AB: 10/01/21-12/31/21 District Management Fee: December 2021 Postage: October 2021 Postage: November 2021	118302 DM-12-2021-15 OE-EXP-11-11 OE-EXP-12-12	\$ 1,000.00 \$ 2,500.00 \$ 6.36 \$ 6.36 ✓ ✓ ✓ ✓
8	Southwest Maintenance Services, Inc. Pressure Washing Amenity Center Refrigerator Cleaning	12102 12165	\$ 1,350.00 \$ 50.00 ✓ ✓
9	Synovus Bank Interest Pmt/ Synovus Loan	Interest 12.15.21	\$ 68.33 ✓
10	VenturesIn.com, Inc. Website Maintenance: December 2021	45681	\$ 40.00 ✓

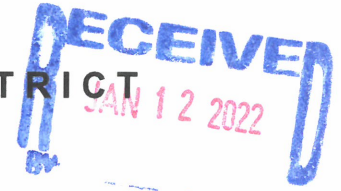
TOTAL \$ 9,207.20

Board Member

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APPROVED
1/14/22
1/07/22
1/12/22

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT



Payment Authorization No. 140
1/6/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	BrightView Landscape Services Landscape Maintenance: January 2022	7683511	\$ 8,925.00 ✓
2	Cross Creek HOA Management Services: January 2022	1012022	\$ 600.00 ✓
3	Envera Alarm Monitoring: February 2022	710754	\$ 636.54 ✓
4	Impact Pest Check Rodent Stations	983535	\$ 80.00 ✓
5	JMS Cleaning Janitorial Services: November/December 2021	10095	\$ 1,950.00 ✓
6	The Lake Doctors Water Management: January 2022	629913	\$ 630.00 ✓
7	Medallion Home Gulf Coast LC Reimbursement: Cross Creek Letters	22-0105	\$ 3,475.25 ✓
8	Peace River Electric (Paid Online) 12220 SILKWOOD WAY; 11/09/21-12/09/21 4601 CREEKSIDE PARK DR; 11/09/21-12/09/21 4100 CREEKSIDE PARK DR; 11/23/21-12/24/21 4890 GOLF COURSE RD; 11/24/21-12/25/21 02-040-4L-1; 11/23/21-12/24/21 12407 LARCHMERE LN; 11/18/21-12/18/21 12400 SILKWOOD WAY; 11/09/21-12/09/21 12310 SILKWOOD WAY; 11/18/21-12/18/21	Acct:158231001 Acct:158231002 Acct:158231004 Acct:158231005 Acct:158231006 Acct:158231007 Acct:158231008 Acct: 158231009	\$ 65.98 ✓ \$ 55.19 ✓ \$ 1,757.49 ✓ \$ 66.76 ✓ \$ 733.65 ✓ \$ 41.00 ✓ \$ 40.84 ✓ \$ 36.79 ✓
9	Persson, Cohen & Mooney, P.A. District Counsel: December 2021	1572	\$ 1,174.80 ✓

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APPROVAL
OVER

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 141
1/13/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Holiday Pools of West Florida Pool Maintenance: January 2022	MC-73224	\$ 675.00 ✓
2	Manatee County Utilities (Paid Online) 4000 CREEKSIDE PARK DR; 11/17/21-12/20/21 12501 RYEGRASS LOOP; 11/17/21-12/20/21 12515 FRESHWATER RUN; 11/17/21-12/20/21	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 594.82 ✓ \$ 32.92 ✓ \$ 105.40 ✓
3	Peace River Electric (Paid Online) 3693 CREEKSIDE PARK DR; 12/04/21-01/04/22	Acct: 186140001	\$ 100.00 ✓
4	PFM Group Consulting LLC Billable Expenses: November 2021	118678	\$ 19.15 ✓
5	Southwest Maintenance Services, Inc. Cleaning Services: January 2022	1409	\$ 480.00 ✓

TOTAL

\$ 2,007.29

APPROVED
CE
1/21/22

Charles Tobey, Chairman
Board Member

OB
1/25/22
in
1/26/22

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 142

1/21/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	BrightView Landscape Services Tree Replacement	7712926	\$ 546.21 ✓
2	Impact Pest Pest Control: January 2021	990180	\$ 140.00 ✓
3	PFM Group Consulting LLC District Management Fee: January 2022 Postage/FedEx: December 2021	DM-01-2022-015 OE-EXP-01-013	\$ 2,500.00 ✓ \$ 15.39 ✓

TOTAL

\$ 3,201.60

APPROVED
cl
1/28/22

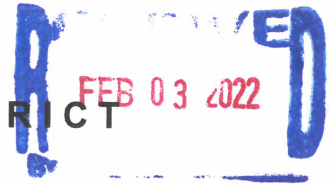
Virian Carvalho

Charles P. Ray, Chairman
Board Member

PD
2/4/22 *CW*
2/3/22

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CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT



Payment Authorization No. 143
1/27/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	BrightView Landscape Services		
	Irrigation Repairs	7664438	\$ 1,925.80 ✓
	Landscape Maintenance: February 2022	7723501	\$ 8,925.00 ✓
	Irrigation Repairs	7736290	\$ 2,959.59 ✓
2	Medallion Home Gulf Coast LC		
	Reimbursement	12622	\$ 989.75 ✓
3	Peace River Electric (Paid Online)		
	12220 SILKWOOD WAY; 12/09/21-01/08/22	Acct:158231001	\$ 68.04 ✓
	4601 CREEKSIDE PARK DR; 12/09/21-01/08/22	Acct:158231002	\$ 55.38 ✓
	12407 LARCHMERE LN; 12/18/21-01/17/22	Acct:158231007	\$ 41.00 ✓
	12400 SILKWOOD WAY; 12/09/21-01/08/22	Acct:158231008	\$ 40.86 ✓
	12310 SILKWOOD WAY; 12/18/21-01/17/22	Acct: 158231009	\$ 36.53 ✓

TOTAL

\$ 15,041.95

\$ 13,116.15

APPROVED
AS
AMENDED.
CE
2/18/22

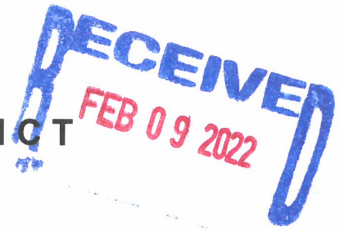
Vivian Carvalho

Charles P. [Signature]
Board Member

AS
2/28/22
CW
2/18/22

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 144
2/3/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Envera Alarm Monitoring: March 2022	711760	\$ 636.54 ✓
2	The Lake Doctors Water Management: February 2022	635926	\$ 630.00 ✓
3	Persson, Cohen & Mooney, P.A. District Counsel: January 2022	1693	\$ 133.50 ✓
4	Southwest Maintenance Services, Inc. Dog Park Area Repairs	1836	\$ 925.00 ✓
5	US Bank Trustee Fees S2016 01/01/22-12/31/22	6406629	\$ 5,387.50 ✓
6	VenturesIn.com, Inc. Website Maintenance: February 2022	45755	\$ 40.00 ✓

TOTAL

\$ 7,752.54

APPROV
CC
2/11/22

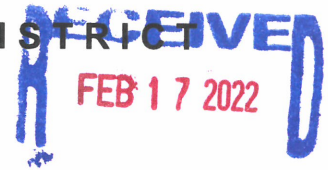
Charles P. Poy, Chairman
Board Member

CM
2/28/22

C
2/13/22

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CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT



Payment Authorization No. 145
2/10/2022

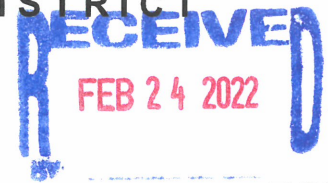
Item No.	Vendor	Invoice Number	FY22 General Fund
1	KBR Pool Services Pool Maintenance: February 2022	SCC-13566	\$ 950.00 ✓
2	Manatee County Utilities (Paid Online) 4000 CREEKSIDE PARK DR; 12/20/21-01/18/22 12501 RYEGRASS LOOP; 12/20/21-01/18/22 12515 FRESHWATER RUN; 12/20/21-01/18/22	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 545.75 ✓ \$ 33.86 ✓ \$ 97.28 ✓
3	Peace River Electric (Paid Online) 4100 CREEKSIDE PARK DR; 12/24/21-01/23/22 4890 GOLF COURSE RD; 12/25/21-01/24/22 02-040-4L-1; 12/24/21-01/23/22	Acct:158231004 Acct:158231005 Acct:158231006	\$ 1,701.67 \$ 65.58 \$ 809.12
4	Southwest Maintenance Services, Inc. Cleaning Services: February 2022	2156	\$ 480.00
5	Synovus Bank Interest Pmt/ Synovus Loan	Interest 02.15.22	\$ 70.61
TOTAL			\$ 4,753.87

Charles P. Hey
Board Member
2/28/22
2/14/22

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 146
2/17/2022



Item No.	Vendor	Invoice Number	FY22 General Fund
1	PFM Group Consulting LLC		
	Dissemination Fee S2007AB/2016AB: 01/01/22-03/31/22	119121	\$ 1,000.00 ✓
	District Management Fee: February 2022	DM-02-2022-015	\$ 2,500.00 ✓
	Postage/FedEx: January 2022	OE-EXP-02-015	\$ 18.14 ✓

TOTAL	\$ 3,518.14
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Charles P. Ray
Board Member

APPROVED.
CL
3/15/22

W
3/15/22

OB
3/16/22

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 147
2/24/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	BrightView Landscape Services Plant Removal	7770932	\$ 1,281.50 ✓
2	Peace River Electric (Paid Online) 12220 SILKWOOD WAY; 01/08/22-02/07/22 4601 CREEKSIDE PARK DR; 01/08/22-02/07/22 12400 SILKWOOD WAY; 01/08/22-02/07/22 3693 CREEKSIDE PARK DR; 01/04/22-02/03/22	Acct:158231001 Acct:158231002 Acct:158231008 Acct: 186140001	\$ 73.31 ✓ \$ 54.81 ✓ \$ 40.74 ✓ \$ 97.00 ✓
3	Suburban Propane Propane Delivery - 02/15/22	442472	\$ 85.53 ✓

TOTAL	\$ 1,632.89
--------------	--------------------

Charles Ray, Chairman

Board Member

APPROVED.
CL
4/06/22

MD
4/12/22
4/14/22

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 148
3/4/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	BrightView Landscape Services Landscape Maintenance: March 2022	7775185	\$ 8,925.00 ✓
2	Distribution Direct Mulch Installation	1291	\$ 3,311.31 ✓
3	Envera Alarm Monitoring: April 2022	712876	\$ 636.54 ✓
4	Grau & Associates Audit FY 2021	22074	\$ 3,500.00 ✓
5	Impact Pest Pest Control: February 2022	997808	\$ 80.00 ✓
6	Medallion Home Gulf Coast LC Reimbursement: Signage	4122021	\$ 524.91 ✓
7	Persson, Cohen & Mooney, P.A. District Counsel: February 2022	1862	\$ 667.50 ✓
8	VenturesIn.com, Inc. Website Maintenance: March 2022	45795	\$ 40.00 ✓

TOTAL \$ 17,685.26

Charles Perry, Chairman
Board Member

APPROVED:
ce
3/15/22
3/11/22
@
3/15/22

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Orlando, FL 32817

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT



Payment Authorization No. 149
3/11/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Deluxe Corporation (paid online) Check Order	452596	\$ 245.00 ✓
2	Manatee County Utilities (paid online) 4000 CREEKSIDE PARK DR; 01/18/22-02/15/22 12501 RYEGRASS LOOP; 01/18/22-02/15/22 12515 FRESHWATER RUN; 01/18/22-02/15/22	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 783.27 ✓ \$ 33.10 ✓ \$ 78.40 ✓
3	Peace River Electric (paid online) 4100 CREEKSIDE PARK DR; 01/23/22-02/22/22 4890 GOLF COURSE RD; 01/24/22-02/24/22 02-040-4L-1; 01/23/22-02/22/22 12407 LARCHMERE LN; 01/17/22-02/16/22 12310 SILKWOOD WAY; 01/17/22-02/16/22	Acct: 158231004 Acct: 158231005 Acct: 158231006 Acct: 158231007 Acct: 158231009	\$ 1,816.99 ✓ \$ 65.10 ✓ \$ 873.29 ✓ \$ 41.00 ✓ \$ 36.18 ✓
4	PFM Group Consulting LLC FedEx: February 2022	OE-EXP-03-006	\$ 0.20 ✓
5	Southwest Maintenance Services, Inc. Cleaning Services: March 2022	3145	\$ 480.00 ✓
6	Synovus Bank Interest Pmt/ Synovus Loan	Interest 03.15.22	\$ 20.53 ✓

TOTAL \$ 4,473.06

Charles P. Kay
Board Member

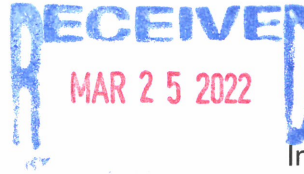
APPROVED
cc
3/28/22

7/28/22

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3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 150
3/17/2022



Item No.	Vendor	Invoice Number	FY22 General Fund
1	Enhanced Business Playground Steps Repairs	88	\$ 1,300.00 ✓
2	PFM Group Consulting LLC District Management Fee: March 2022	DM-03-2022-015	\$ 2,500.00 ✓
TOTAL			\$ 3,800.00

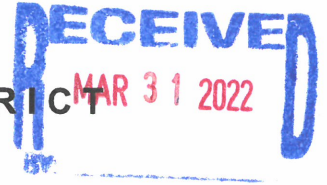
Charles D. Gray
Board Member

APPROVED.
CE
4/06/22

OD
4/12/22
4/11/22

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Orlando, FL 32817

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT



Payment Authorization No. 151
3/24/2022

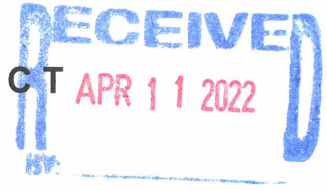
Item No.	Vendor	Invoice Number	FY22 General Fund
1	Cross Creek HOA		
	Management Services: February 2022	2012022	\$ 600.00 ✓
	Management Services: March 2022	312022	\$ 600.00 ✓
TOTAL			\$ 1,200.00

APPROVED
CE
4/06/22

Charles Rhye, Chairman
Board Member

CP
4/12/22
C
4/11/22

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT



Payment Authorization No. 152
3/31/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	BrightView Landscape Services		
	Irrigation Repairs	7808301	\$ 706.27 ✓
	Landscape Maintenance: April 2022	7818994	\$ 9,025.00 ✓
2	KBR Pool Services		
	Pool Motor	SCC-13698	\$ 3,500.00 ✓
	Pool Inspection	SCC-13700	\$ 95.00 ✓
	Pool Maintenance: March 2022	SCC-13702	\$ 950.00 ✓
3	Mister Sparky		
	Parking Lot Light Post Repairs	746997	\$ 2,083.75 ✓
4	Peace River Electric (paid online)		
	12220 SILKWOOD WAY; 02/07/22-03/10/22	Acct:158231001	\$ 71.89 ✓
	4601 CREEKSIDE PARK DR; 02/07/22-03/10/22	Acct:158231002	\$ 54.21 ✓
	12400 SILKWOOD WAY; 02/07/22-03/10/22	Acct:158231008	\$ 40.64 ✓
	3693 CREEKSIDE PARK DR; 02/03/22-03/06/22	Acct: 186140001	\$ 111.00 ✓
5	PFM Group Consulting LLC		
	Billable Expenses: January/February 2022	119375	\$ 501.81 ✓
TOTAL			\$ 17,139.57

APPROVED
CE
4/22/22

Charles P. Hayes
Board Member

4/26/22
C
4/26/22

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CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 153

4/7/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Envera Alarm Monitoring: May 2022	713939	\$ 636.54 ✓
2	KBR Pool Services Pool Maintenance: April 2022-terminated	SCC-13786	\$ 0.00 ✓
3	The Lake Doctors Water Management: April 2022	648619	\$ 630.00 ✓
4	Peace River Electric (paid online) 4100 CREEKSIDE PARK DR; 02/22/22-03/24/22 4890 GOLF COURSE RD; 02/24/22-03/26/22 02-040-4L-1; 02/22/22-03/24/22 12407 LARCHMERE LN; 02/16/22-03/19/22 12310 SILKWOOD WAY; 02/16/22-03/19/22	Acct:158231004 Acct:158231005 Acct:158231006 Acct:158231007 Acct: 158231009	\$ 1,696.56 ✓ \$ 57.15 ✓ \$ 927.77 ✓ \$ 40.00 ✓ \$ 35.94 ✓
5	Persson, Cohen, Mooney, Fernandez & Jackson District Counsel: March 2022	1994	\$ 66.75 ✓
6	Synovus Bank Interest Pmt/ Synovus Loan	Interest 04.15.22	\$ 36.16 ✓

TOTAL	\$ 4,126.87
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APPROVED
CE
4/22/22

Charles P. Chaim

Board Member

4/26/22
4/24/22

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 154

4/14/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Impact Pest Pest Control: April 2022	1010742	\$ 140.00 ✓
2	Manatee County Utilities (paid online) 4000 CREEKSIDE PARK DR; 02/15/22-03/21/22 12501 RYEGRASS LOOP; 02/15/22-03/22/22 12515 FRESHWATER RUN; 02/15/22-03/22/22	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 2,051.97 ✓ \$ 33.10 ✓ \$ 104.07 ✓
3	Peace River Electric (paid online) 3693 CREEKSIDE PARK DR; 03/06/22-04/05/22	Acct: 186140001	\$ 100.00 ✓
4	PFM Group Consulting LLC FedEx: March 2022	OE-EXP-04-010	\$ 23.98 ✓

TOTAL

\$ 2,453.12

APPROVED
C
4/26/22

Charles P. Ray, Chairman
Board Member

4/26/22

C
4/26/22

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**Cross Creek
Community Development District**

Review of District Financial Statements

Cross Creek CDD
Statement of Financial Position
As of 4/30/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$156,284.25				\$156,284.25
Escrow Account	8,000.00				8,000.00
Assessments Receivable	34,261.88				34,261.88
Prepaid Expenses	1,346.87				1,346.87
Due From Other Funds		\$8,000.00			8,000.00
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		211,365.01			211,365.01
Revenue 2007AB Bond		17,082.39			17,082.39
Revenue 2016AB Bond		9.50			9.50
Interest A1 2007AB Bond		2,520.00			2,520.00
Interest 2016AB Bond		81,620.00			81,620.00
Prepayment 2016A Bond		2,281,000.18			2,281,000.18
Sinking Fund 2007A Bond		5,000.01			5,000.01
Sinking Fund 2016A Bond		125,000.02			125,000.02
Acquisition/Construction 2007AB Bond			\$240.09		240.09
Deferred Cost 2007AB Bond			656.40		656.40
Total Current Assets	<u>\$199,893.00</u>	<u>\$2,755,297.31</u>	<u>\$896.49</u>	<u>\$0.00</u>	<u>\$2,956,086.80</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$2,747,297.31	\$2,747,297.31
Amount To Be Provided				257,702.69	257,702.69
Amount to be Provided (O&M)				10,500.00	10,500.00
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,015,500.00</u>	<u>\$3,015,500.00</u>
Total Assets	<u><u>\$199,893.00</u></u>	<u><u>\$2,755,297.31</u></u>	<u><u>\$896.49</u></u>	<u><u>\$3,015,500.00</u></u>	<u><u>\$5,971,586.80</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$15,345.35				\$15,345.35
Due To Other Funds	8,000.00				8,000.00

Cross Creek CDD
Statement of Financial Position
As of 4/30/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Deferred Revenue	34,261.88				34,261.88
Total Current Liabilities	<u>\$57,607.23</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$57,607.23</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$3,005,000.00	\$3,005,000.00
Notes and Loans Payable Long Term (O&M)				10,500.00	10,500.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,015,500.00</u>	<u>\$3,015,500.00</u>
Total Liabilities	<u>\$57,607.23</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,015,500.00</u>	<u>\$3,073,107.23</u>
<u>Net Assets</u>					
Net Assets, Unrestricted	(\$48,936.70)				(\$48,936.70)
Net Assets - General Government	46,381.62				46,381.62
Current Year Net Assets - General Government	144,840.85				144,840.85
Fund Balance - Unreserved		(\$1,185,850.00)			(1,185,850.00)
Net Assets, Unrestricted		4,865,467.41			4,865,467.41
Current Year Net Assets, Unrestricted		2,393,087.90			2,393,087.90
Net Assets - General Government		(3,317,408.00)			(3,317,408.00)
Net Assets, Unrestricted			(\$1,905,052.55)		(1,905,052.55)
Current Year Net Assets, Unrestricted			1.04		1.04
Net Assets - General Government			1,905,948.00		1,905,948.00
Total Net Assets	<u>\$142,285.77</u>	<u>\$2,755,297.31</u>	<u>\$896.49</u>	<u>\$0.00</u>	<u>\$2,898,479.57</u>
Total Liabilities and Net Assets	<u>\$199,893.00</u>	<u>\$2,755,297.31</u>	<u>\$896.49</u>	<u>\$3,015,500.00</u>	<u>\$5,971,586.80</u>

Cross Creek CDD
Statement of Activities
As of 4/30/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$343,157.12				\$343,157.12
Other Income & Other Financing Sources	0.61				0.61
On-Roll Assessments		\$46,636.10			46,636.10
Off-Roll Assessments		222,685.88			222,685.88
Other Assessments		2,368,486.00			2,368,486.00
Inter-Fund Group Transfers In		(0.97)			(0.97)
Inter-Fund Transfers In			\$0.97		0.97
Total Revenues	<u>\$343,157.73</u>	<u>\$2,637,807.01</u>	<u>\$0.97</u>	<u>\$0.00</u>	<u>\$2,980,965.71</u>
<u>Expenses</u>					
Public Officials' Insurance	\$2,690.00				\$2,690.00
Trustee Services	5,387.50				5,387.50
District Management	17,500.00				17,500.00
Field Management	3,000.00				3,000.00
Dissemination Agent	2,000.00				2,000.00
District Counsel	2,710.05				2,710.05
Assessment Administration	5,000.00				5,000.00
Reamortization Schedule	125.00				125.00
Audit	3,500.00				3,500.00
Janitorial Service	4,544.75				4,544.75
Postage & Shipping	70.43				70.43
Legal Advertising	84.24				84.24
Contingency	14,572.30				14,572.30
Web Site Maintenance	280.00				280.00
Dues, Licenses, and Fees	194.15				194.15
Principal Payments	10,000.00				10,000.00
Interest Payments	405.19				405.19
Security	5,092.32				5,092.32
Electric	18,015.73				18,015.73
Gas	85.53				85.53
Water	6,888.06				6,888.06
Pool Maintenance	3,650.00				3,650.00
General Liability Insurance	3,759.00				3,759.00
Property & Casualty	6,098.00				6,098.00
Lake Maintenance	3,780.00				3,780.00
Landscaping Maintenance & Material	62,575.00				62,575.00
Landscape Improvements	8,804.88				8,804.88
Equipment Repair & Maintenance	6,844.75				6,844.75
Pest Control	660.00				660.00
Principal Payment		\$155,000.00			155,000.00
Interest Payments		89,740.00			89,740.00
Total Expenses	<u>\$198,316.88</u>	<u>\$244,740.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$443,056.88</u>

Cross Creek CDD
Statement of Activities
As of 4/30/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income		\$20.78			\$20.78
Net Increase (Decrease) in FV of Inv		0.11			0.11
Interest Income			\$0.07		0.07
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$20.89	\$0.07	\$0.00	\$20.96
Change In Net Assets	\$144,840.85	\$2,393,087.90	\$1.04	\$0.00	\$2,537,929.79
Net Assets At Beginning Of Year	(\$2,555.08)	\$362,209.41	\$895.45	\$0.00	\$360,549.78
Net Assets At End Of Year	\$142,285.77	\$2,755,297.31	\$896.49	\$0.00	\$2,898,479.57

Cross Creek CDD
Budget to Actual
For the Month Ending 3/31/22

	Year To Date			
	Actual	Budget	Variance	FY 2022 Adopted Budget
<u>Revenues</u>				
Assessments	\$ 343,157.12	\$ 220,161.08	\$ 122,996.04	\$ 377,419.00
Other Income and Financing Sources	0.61	-	0.61	-
Net Revenues	\$ 343,157.73	\$ 220,161.08	\$ 122,996.65	\$ 377,419.00
<u>General & Administrative Expenses</u>				
Public Officials' Insurance	\$ 2,690.00	\$ 1,668.33	\$ 1,021.67	\$ 2,860.00
Trustee Services	5,387.50	4,958.33	429.17	8,500.00
District Management	17,500.00	17,500.00	-	30,000.00
Field Management	3,000.00	4,229.17	(1,229.17)	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	-	291.67	(291.67)	500.00
District Counsel	2,710.05	4,666.67	(1,956.62)	8,000.00
Assessment Administration	5,000.00	2,916.67	2,083.33	5,000.00
Reamortization Schedule	125.00	437.50	(312.50)	750.00
Audit	3,500.00	3,791.67	(291.67)	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
Postage & Shipping	70.43	58.33	12.10	100.00
Copies	-	14.58	(14.58)	25.00
Legal Advertising	84.24	262.50	(178.26)	450.00
Office Supplies	-	14.58	(14.58)	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	405.19	700.00	(294.81)	1,200.00
Principal Payment	10,000.00	5,979.17	4,020.83	10,250.00
Total General & Administrative Expenses	\$ 52,946.56	\$ 51,050.42	\$ 1,896.14	\$ 87,515.00
<u>Field Expenses</u>				
Contingency	\$ 14,572.30	\$ 8,750.00	\$ 5,822.30	\$ 15,000.00
Electric	18,015.73	23,333.33	(5,317.60)	40,000.00
Gas	85.53	58.33	27.20	100.00
Water	6,888.06	7,000.00	(111.94)	12,000.00
Pool Maintenance	3,650.00	5,833.33	(2,183.33)	10,000.00
General Liability Insurance	3,759.00	2,216.67	1,542.33	3,800.00
Property & Casualty	6,098.00	3,791.67	2,306.33	6,500.00
Janitorial/Cleaning	4,544.75	5,716.67	(1,171.92)	9,800.00
Camera/Monitoring	5,092.32	4,494.00	598.32	7,704.00
Lake Maintenance	3,780.00	8,750.00	(4,970.00)	15,000.00
Landscape Maintenance	62,575.00	62,416.67	158.33	107,000.00
Landscape Improvements	8,804.88	29,166.67	(20,361.79)	50,000.00
Equipment Repair & Maintenance	6,844.75	7,000.00	(155.25)	12,000.00
Pest Control	660.00	583.33	76.67	1,000.00
Total Field Expenses	\$ 145,370.32	\$ 169,110.67	\$ (23,740.35)	\$ 289,904.00
Total General, Administrative Expenses & Field Expense	\$ 198,316.88	\$ 220,161.08	\$ (21,844.20)	\$ 377,419.00
Total Expenses	\$ 198,316.88	\$ 220,161.08	\$ (21,844.20)	\$ 377,419.00
Net Income (Loss)	\$ 144,840.85	\$ -	\$ 144,840.85	\$ -