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 the **Cross Creek Community Development District** will be held **Tuesday, November 22, 2022, at 11:00 a.m. at Holiday Inn Sarasota-Airport 8009 15th Street East, Sarasota, FL 34243.** The following is the proposed agenda for this meeting.

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. Administer Oath of Office to Newly Elected Board of Supervisors
2. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners' Election
3. Consideration of the Minutes of the August 30, 2022, Board of Supervisors' Meeting

Business Matters

4. Review & Consideration of Grau & Associates Engagement Letter for Auditing Service
5. Consideration of Resolution 2023-02, Annual Appropriations and Adopting the Revised Budget for Fiscal Year 2022
6. Consideration of Resolution 2023-03, Election Officers Position
7. Discussion of Landscape Contracts
8. Ratification of Payment Authorizations 168 - 178
9. Review of District Financial Statements

Other Business

- Staff Reports

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

Adjournment

Cross Creek
Community Development District

Administer Oath of Office to Newly Elected
Board of Supervisors

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE

I,____________________________, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

____
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF MANATEE

"The foregoing oath was administered before me this ___ day of ____ 2022, by ____ physical presence or ____ online notarization by _____________, who personally appeared before me, and is personally known to me or has produced _________ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Cross Creek Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed."

(NOTARY SEAL)

____
Notary Public, State of Florida

Print Name: ______________________________

Commission No.: ___________ Expires: ________

Cross Creek
Community Development District

Consideration of Resolution 2023-01,
Canvassing and Certifying the Results of the
Landowners' Election

RESOLUTION 2023-01

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, following proper publication of notice thereof, such landowners meeting was held November 8, 2022 at which the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, this Resolution canvasses the votes and declares and certifies the results of said election;

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

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to with:

____ Votes ___________

2. In accordance with said statute, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

____ Four (4) Year Term

3. Said terms of office shall commence immediately upon the adoption of this Resolution PASSED AND ADOPTED THIS 22ND DAY OF NOVEMBER, 2022.

____
Chairperson
CROSS CREEK COMMUNITY
DEVELOPMENT DISTRICT

ATTEST:

____
Secretary

Cross Creek
Community Development District

Consideration of the Minutes of the August 30, 2022, Board of Supervisors' Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING
Tuesday, August 30, 2022 at 11:00 a.m.
Holiday Inn Sarasota-Airport 8009 15th Street East, Sarasota, FL 34243

Board Members Present were:

Charlie Tokarz	Chairperson
Connor Chambers	Vice Chairperson
Kathy Beccia	Assistant Secretary
Samantha Cortese	Assistant Secretary

Also present were:

Venessa Ripoll	District Manager - PFM Group Consulting LLC
Jorge Jimenez	PFM Group Consulting LLC (via phone)
Amy Champagne	PFM Group Consulting LLC (via phone)
Andy Cohen	District Counsel- Persson Cohen & Mooney, P.A.
Chris Chavez	Medallion Home

FIRST ORDER OF BUSINESS **Organizational Matters**

Call to Order and Roll Call

Ms. Ripoll called the meeting to order at 11:19 a.m. and confirmed quorum.

Public Comment Period

Mr. Stolorz had a question regarding the anticipated May - September contingency/property improvements budgeted amount and if has been spent as of today. Ms. Champagne stated that the entire amount has not been spent as of July, only $15,582.00 has been spent of the $61,655.00

Consideration of the Minutes of the May 24, 2022, Board of Supervisors' Meeting

The Board reviewed the minutes. There should be a change made to say the General Election Qualifying period.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved the Minutes of the May 24, 2022, Board of Supervisors' Meeting.

Consideration of the Minutes of the July 26, 2022, Board of Supervisors' Meeting

The Board has reviewed the minutes. There should be a change to the word "tracts" in paragraph 1.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved the Minutes of the July 26, 2022, Board of Supervisors' Meeting.

Consideration of the Minutes of the August 12, 2022, Special Board of Supervisors' Meeting

The Board reviewed the minutes.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved the Minutes of the August 12, 2022, Special Board of Supervisors' Meeting .

SECOND ORDER OF BUSINESS **Business Matters**

Review & Acceptance of Fiscal Year 2021 Audit Report

Ms. Ripoll explained that the report has been circulated through District staff, counsel, and the supervisors.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board accepted the Fiscal Year 2021 Audit Report.

Public Hearing on the Adoption of the District's Annual Budget & Imposition of Special Assessment
a) Public Comments and Testimony
b) Board Comments

c) Consideration of Resolution 2022-07, Adopting the Fiscal Year 2023 Budget and Appropriating Funds

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board opened the floor for the public hearing.

Mr. Stolorz raised his concerns with the proposed budget as he felt it did not take into consideration the safely of the residents. He also requested reimbursement to the HOA of $46,945.00 from Dieter's Sod by September 15. Another homeowner came forward to discuss their concerns with the safety issues and cleanliness issues of the community.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board closed the floor for the public hearing.

There was a typo in reference to a budget funding agreement and a typo in the CDD name that will need to be fixed.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved Resolution 2022-07, Adopting the Fiscal Year 2023 Budget and Appropriating Funds.

Public Hearing on the Imposition of Special Assessments
a) Public Comments and Testimony
b) Board Comments
c) Consideration of Resolution 2022-08, Imposing Special Assessments and Certifying an Assessment Roll
d) Consideration of Resolution 2022-09, Adopting the Annual Meeting Schedule for Fiscal Year 2022-2023

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved Resolution 2022-08, Imposing Special Assessments and Certifying an Assessment Roll.

Ms. Ripoll stated that they have a scheduled meeting for September and the new fiscal year will start on October 25, 2022 at 11:00 a.m. at this location.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved Resolution 2022-09, Adopting the Annual Meeting Schedule for Fiscal Year 2022-2023.

Discussion of Landscape Contracts

Ms. Ripoll stated that they have met with Brightview multiple time and had walkthroughs regarding the landscaping, she had moved forward with an RFP that was distributed to everyone regarding changing landscape companies due to the amount of volume of complaints from residents. She suggested that the Board that she meet with residents to work on the landscape proposals received and conduct walkthroughs with them.

Ratification of Payment Authorizations 155 – 167

The Board reviewed the payment authorizations.

On MOTION by Mr. Chambers, seconded by Ms. Beccia, with all in favor, the Board ratified payment authorizations 155 - 167.

Review of District Financial Statements

The Board reviewed the financial statements as of July 31, 2022.

<u>THIRD ORDER OF BUSINESS</u> **Other Business**

Staff Reports

District Counsel- Mr. Cohen mentioned that the apartment parcel discussed at the last meeting is not a part of the CDD so it would not be subject to the CDD or O&M assessments.

District Engineer- Not present.

District Manager- Ms. Ripoll noted that the next meeting will be held in September.

FOURTH ORDER OF BUSINESS **Supervisor Requests and Audience Comments**

Mr. Stolorz wanted to make sure that the Board follows the rules and regulations concerning the new trees being planted and made sure that the HOA be reimbursed from Dieter's Sod.

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 August 30, 2022, Board of Supervisors Meeting for Cross Creek Community Development District at 11:45 a.m.

____________________________ ____________________________

Secretary/Assistant Secretary Chairperson/ Vice Chairperson

Cross Creek
Community Development District

Review & Consideration of Grau & Associates
Engagement Letter for Auditing Service

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 22, 2022

To Board of Supervisors
Cross Creek Community Development District
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Cross Creek Community Development District, Manatee County, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and each major fund (general. debt service, capital projects, and special revenue funds), including the related notes to the financial statements, which collectively comprise the basic financial statements of Cross Creek Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. The District will provide a statement describing corrective actions to be taken in response to each of our recommendations included in the audit report, if any, and relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards.*

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

a. Keep and maintain public records required by the District to perform the service.
b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* 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 for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING LLC., 3501 QUADRANGLE BLVD., STE. 270, ORLANDO, FL 32817, 407-723-5900, RECORDREQUEST@PFM.COM.

Our fee for these services will not exceed $4,400 for the September 30, 2022 audit unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis. We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, we will deliver a draft audit to the District no later than June 1, 2023. If the draft is timely reviewed by management, the final audit will be provided no later than June 30, 2023.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of 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 Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Cross Creek Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter, with any addendum if applicable, constitutes the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties.

Very truly yours,

Grau & Associates

Tony Grau

____

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Cross Creek Community Development District.

By: ______________________________

Title: ______________________________

Date: ______________________________

FICPA
Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
bv The Florida Institute of CPAs

AICPA Peer Review Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 571202

Cross Creek
Community Development District

Consideration of Resolution 2023-02, Annual Appropriations and Adopting the Revised Budget for Fiscal Year 2022

RESOLUTION 2023-02

THE REVISED ANNUAL APPROPRIATION RESOLUTION OF CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE REVISED ANNUAL APPROPRIATIONS AND ADOPTING THE REVISED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022

WHEREAS, the Cross Creek Community Development District Board of Supervisors (the "Board") previously approved and adopted an annual budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Board now desires to revise the annual budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the each fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Revised Budget, whereby the Revised Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

Section 1. Budget

a. That the Board of Supervisors has reviewed the District Manager's Revised Budgets, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. That the District Manager's Revised Budgets, attached hereto as Exhibit "A," are hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2021-2022.

c. That the adopted budget shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Revised Budget for the Cross Creek Community Development District for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2021", as adopted by the Board of Supervisors on November 22, 2022.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Cross Creek Community Development District, for the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sum of money to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND $______________

TOTAL ALL FUNDS $______________

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.

b. Board may authorize an appropriation from the unappropriated balance of any fund.

c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand ($10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than $10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 22nd day of November, 2022.

ATTEST:

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

____
Secretary

By:______________________________

Its:______________________________

Cross Creek Community Development District

FY 2022 Revised O&M Budget

Exhibit A

	Actual through 09/30/22	FY 2022 Adopted Budget	FY 2022 Revised Budget	Change
Revenues				
Assessments	$ 343,157.12	$ 377,419.00	$ 377,419.00	$ -
Other Income and Financing Souces	0.61	-	-	-
Net Revenues	**$ 343,157.73**	**$ 377,419.00**	**$ 377,419.00**	**$ -**
General & Administrative Expenses				
Public Officials' Insurance	$ 2,690.00	$ 2,860.00	$ 2,860.00	$ -
Trustee Services	5,387.50	8,500.00	8,500.00	-
District Management	30,000.00	30,000.00	30,000.00	-
Field Management	5,400.00	7,250.00	7,250.00	-
Engineering	1,440.00	500.00	1,500.00	(1,000.00)
Dissemination Agent	4,000.00	4,000.00	4,000.00	-
Property Appraiser	-	500.00	500.00	-
District Counsel	9,919.05	8,000.00	12,000.00	(4,000.00)
Assessment Administration	5,000.00	5,000.00	5,000.00	-
Reamortization Schedule	125.00	750.00	250.00	500.00
Audit	4,300.00	6,500.00	4,300.00	2,200.00
Arbitrage Calculation	-	500.00	-	500.00
Travel and Per Diem	-	400.00	-	400.00
Telephone	-	50.00	-	50.00
Postage & Shipping	543.91	100.00	600.00	(500.00)
Copies	-	25.00	-	25.00
Legal Advertising	835.55	450.00	1,000.00	(550.00)
Office Supplies	-	25.00	-	25.00
Web Site Maintenance	509.99	480.00	510.00	(30.00)
Dues, Licenses, and Fees	305.94	175.00	325.00	(150.00)
Principal	10,000.00	10,250.00	10,000.00	250.00
Interest on Loan	583.69	1,200.00	600.00	600.00
Total General & Administrative Expenses	**$ 81,040.63**	**$ 87,515.00**	**$ 89,195.00**	**$ (1,680.00)**
Field Expenses				
Electric	40,070.72	$ 40,000.00	$ 42,000.00	$ (2,000.00)
Propane	253.78	100.00	300.00	(200.00)
Water	13,201.66	12,000.00	14,500.00	(2,500.00)
Pool Maintenance	12,661.95	10,000.00	13,000.00	(3,000.00)
Contingency	15,193.18	14,625.00	17,500.00	(2,875.00)
Amenity - Dues & Licenses	375.00	375.00	375.00	-
General Liability Insurance	3,759.00	3,800.00	3,800.00	-
Property Insurance	6,098.00	6,500.00	6,100.00	400.00
Janitorial / Cleaning	7,424.75	9,800.00	7,500.00	2,300.00
Camera/Monitoring (Envera)	10,087.38	7,704.00	10,500.00	(2,796.00)
Lake Maintenance	6,930.00	15,000.00	8,000.00	7,000.00
Landscape Maintenance	109,038.75	107,000.00	110,000.00	(3,000.00)
Landscape Improvements/Irrigation Repair	22,890.64	50,000.00	36,049.00	13,951.00
Equipment Repair & Maintenance	15,582.70	12,000.00	17,500.00	(5,500.00)
Pest Control	1,040.00	1,000.00	1,100.00	(100.00)
Total Field Expenses	**$ 264,607.51**	**$ 289,904.00**	**$ 288,224.00**	**$ 1,680.00**
Total General, Administrative Expenses & Field Expense	**$ 345,648.14**	**$ 377,419.00**	**$ 377,419.00**	**$ -**
Total Expenses	**$ 345,648.14**	**$ 377,419.00**	**$ 377,419.00**	**$ -**
Net Income (Loss)	**$ (2,490.41)**	**$ -**	**$ -**	**$ -**

Cross Creek
Community Development District

Consideration of Resolution 2023-03, Election Officers Position

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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; and

WHEREAS, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the "Board"), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

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

<u>Section 1</u>. ______________________________ is elected Chairman.

<u>Section 2</u>. ______________________________ is elected Vice Chairman.

<u>Section 3</u>. ______________________________ is elected Secretary.
______________________________ is elected Assistant Secretary.
______________________________ is elected Assistant Secretary.
______________________________ is elected Assistant Secretary.
______________________________ is elected Assistant Secretary.

<u>Section 4</u>. ______________________________ is elected Treasurer.

<u>Section 5</u>. ______________________________ is elected as Assistant Treasurer.

<u>Section 6</u>. All resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

<u>Section 7</u>. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 22ND DAY of NOVEMBER, 2022.

ATTEST:

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

____
Secretary/Assistant Secretary

____
Chairman/Vice-Chairman

Cross Creek
Community Development District

Discussion of Landscape Contracts

P.O. BOX 267 SEFFNER, FL 33583 – (813) 757-6500 – FAX (813) 757-6501 – SALES@LMPPRO.COM

LANDSCAPE MAINTENANCE SERVICE AGREEMENT

Landscape Maintenance Professionals, Inc. ("LMP, Inc.") appreciates the opportunity to propose to you how we can help enhance the overall quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations taking into account your budget considerations.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the Contractor. The Contractor will endeavor to address such contingencies upon client's request by separate Agreement.

This Agreement is by and between the following Parties:

"**Contractor**"
Landscape Maintenance Professionals, Inc.
P.O. Box 267
Seffner, FL 31583
Phone: (813) 757-6500
Fax: (813) 757-6501

"**Customer**"
Cross Creek Community Development District
Venessa Ripoll
4000 Creekside Park Dr.
Parrish, FL 34219
407-723-5900

Any and all notices, written correspondences shall go to the above-listed addresses for "Contractor and "Customer."

Description of "**Property**" covered by this Agreement: **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT, PARRISH FL 34219**

LMP, Inc., hereafter referred to as "Contractor," agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinbelow.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Landscape Maintenance Specifications

A. Turf Care

(1) **Mowing**

Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean, and uncluttered appearance at least **forty two (42) times per calendar** year, depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or as needed November through March.

(2) **Trimming**

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc., will be controlled by line-trimmer. When line-trimming, a continuous cutting height will be maintained to prevent scalping.

(3) **Edging**

All turf edges of walks and curbs shall be performed every mowing **forty two (42) times per year**. A soft edge of all bed areas will be performed every other mowing **twenty one (21) times per year**. A power edger will be used for this purpose. A line-trimmer may be used only in areas not accessible to power edger.

(4) **Fertilization**

St. Augustine turf areas shall be fertilized with a commercial-grade fertilizer **four (4) times per year**. Timing of applications will be adjusted to meet horticultural conditions, and supplemental applications of appropriate nutrients shall be applied as indicated by test results. All local governmental ordinances shall be strictly followed by Contractor.

(5) **Weed, Insect, and Disease Control**

LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for only legally approved chemicals to be used as needed for weed, insect, and disease issues. Any infestations will be treated on an as-needed basis throughout the year, and the Customer will be made aware of the actions taken as well as the chemicals used. Pre-Emergent herbicides will be used from November 1st to April 1st, and Post-Emergent herbicides will be used from April 1st to October 30th due to soil and air temperatures. (LMP, Inc. will not be held responsible for the post-emergent control of common grassy weeds like crabgrass due to the absence of legal and selective post-emergent herbicides for this use.) Ant mounds will be treated as they appear with Advion ant bait to eliminate mounds. (Contract pricing does not include Bayer's Top Choice, Chipco Choice, or similar products used for guaranteed yearlong ant control.)

B. Tree, Palm, Shrub, and Groundcover Care

(1) **Pruning**

All trees, palms, shrubs, and ground cover shall be pruned as follows:

(a) All trees (up to 12 feet) shall be pruned **one (1) time per year** to keep them away from walls and rooftops and also to eliminate any overhanging branches or foliage which obstructs and or hinders pedestrians or motor traffic.
(b) All palms (up to 15 feet) shall be pruned one **(2) times per year**, removing dead fronds and spent seedpods. Loose boots will be removed and kept consistent in height.
(c) All shrubs shall be pruned and shaped a maximum of **twelve (12) times per calendar year**. This will help the individual plant retain its natural form and eliminate branches rubbing against any structures.
(d) All Daylilies and Liriope shall be cut back **in early Spring** to remove all dead foliage, allowing for plants to be at optimum health during the growing season.
(e) Selective pruning of shrubs shall occur **one (1) time per year** to balance infiltrating light and remove dead wood to promote maximum health and growth.
(f) The removal of diseased or injured branches and palms fronds will be performed as needed up to 12' on trees and 15' on palms. Any branches or fronds above these heights will be performed at an additional cost.
(g) All sucker growth from trunks and base of trees shall be removed **as needed during every visit** to property.
(h) Ground covers and vines will be maintained in a neat, uniform appearance.

(2) **Fertilization**

Shrubs and ground covers will be fertilized **two (2) times per year**. Palms and hardwood trees will be fertilized **two (2) times per year**. Supplemental applications of appropriate nutrients shall be applied as indicated by soil samples if necessary.

(3) **Weeding**

Weeds will be removed from all plant, tree, and flower beds one **(1) time per month** during the non-growing season and **two (2) times per month** during the growing season, totaling **eighteen (18) times** per year. Manual (hand pulling) and chemical (herbicides) will be used as control methods.

(4) **Insect and Disease Control**
All landscape beds shall be monitored and treated with appropriate baits as needed throughout the year by our dedicated team. LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for chemicals to be used only as needed. Any infestations will be treated on an as needed basis, and the Customer will be made aware of the actions taken as well as the chemicals used. Plants will be monitored, and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.
(Our pricing does not include Bayer's Top Choice or Chipco Choice, or similar products).

C. Miscellaneous

(1) **Clean-Up**
During every visit to the property, all areas shall be policed. All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the property before each mowing **forty two (42) times per year**. Any cigarette butts shall be removed and disposed of during each visit. Trash shall be disposed of offsite. Construction debris or similar trash is not included as part of weekly clean-up.

(2) **Leaf Removal**
Leaf accumulations in curblines and parking lots during the Fall months shall be removed and disposed of offsite. Any accumulation in shrub beds shall be blown out of the beds to prevent damage to plant material while providing a neat and clean appearance.

(3) **Irrigation Inspection**
All irrigation zones shall be inspected once a month to ensure proper operation. All zones will be turned on for a minimum of five minutes to check for any coverage issues or any broken irrigation components. Any issues that require adjustments or cleaning of the filters, heads, rotors, and spray nozzles will be performed during the monthly inspection. Any issues that have been caused by Contractor shall be repaired at no cost to the client. Management shall receive a monitoring report after monthly irrigation inspection. All repairs to system shall be done on a time and materials basis, with the hourly labor rate being **$65.00 per man-hour**. Contractor is not responsible for turf or plant loss due to water restrictions. Contractor shall identify any operational issues to said irrigation system within the first thirty (30) days of contract commencement for Customer to be aware so that written authorization may be approved to bring system up to fully operational status.

D. Additional Services

(1) **Mulching**
Upon written authorization of the client, Contractor shall mulch all planting beds with pine bark or shredded mulch at a price of **$58.00 per yard,** ensuring that all areas have a 2" depth after installation. As a part of the mulching process, all bed lines shall be trenched and beveled at a depth of 3" along bed areas that are bordered by sidewalks, curbs, and seasonal color bed areas to prevent mulch from washing out. If the amount quoted is not sufficient to mulch the entire property, an additional count will be submitted for completion at the same price per yard.

(2) **Annuals (INCLUDED IN THIS CONTRACT)**
Upon written authorization of the client, Contractor will replace and install annuals four **(4) times per year** and make nutritional requirements needed to ensure a healthy plant. Deadheading of declining flowers will be performed weekly. Annuals will be billed separately on a per plant cost. Contractor will provide annuals at a cost of **$2.75** per plant. Price includes soil replenishment but not replacement.

(3) **Tall Palm Trimming (INCLUDED IN THIS CONTRACT)**
Upon written authorization of the client, Contractor will trim all palms identified as being above 15 feet in overall height that will require a lift or bucket truck. Said palms will be priced per type of Palm and will be clearly outlined in a proposal to client.

(4) **Special Palm Treatment Program**
Due to the value of Canary Island Date Palms, Sylvestris Palms, Phoenix Dactylifra, Phoenix Reclinata, and Medjool Palms, a special palm fertilization and pest program is highly recommended. Identified palms will be fertilized with a 8-2-12 with 4% mg blend designed to address nutrient needs of palms **four (4) times per year.** A bud drench of systemic insecticide and fungicide will also be applied as a preventative for bud rots and borer insects for palms up to 20'. In addition, palms that have been identified as susceptible to Lethal Yellowing or Texas Phoenix Palm Decline, including Canary Island Date Palms, Sylvestris Palms, Phoenix Dactylifra, and Phoenix Reclinata, will be injected with the antibiotic oxytetracycline (OTC) **four (4) times per year**. While it is noted that there is no program that can guarantee the prevention of pest infestations, LMP uses the highest industry recommendations to manage the risk of the loss of these palms

E. Pricing Summary

	Price Per Month	Price Per Year
Base Maintenance Price	$14,241.54	$170,898.50

Additional Services	Estimated Qty.	Price Per Unit or Service
Mulch (Upon approval by client)	257CY	$58.00 Per yard
Annuals (4" plants)	INCLUDED	$2.75 Per 4" Plant
Tall Palm Trimming (Palms over 20')	INCLUDED	Starting at $55.00 Per Palm
Special Palm Treatment Program	TBD	$200.00 per Palm (entire year)

Contractor agrees to provide all of the above Base Maintenance Services for an annual fee of $170,898.50, to be paid in monthly installments of $14,241.54. Contractor will invoice Customer one week prior to the beginning of each month's service. Customer agrees to pay each invoice within 30 days of the date of the invoice. Additional Services are not included as part of this Agreement or the Base Maintenance Services. Proposals for Additional Services must be executed by an Authorized Representative and are subject to all the terms and conditions of this Agreement, which are hereby incorporated into such proposals for Additional Services by reference.

F. Conditions

The goal of this Agreement is that upon completion of each visit to the Customer, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the Property and its individual condition.

(1) **Term**
This Agreement will be in effect for an initial term of 12 months (1 year) with an effective start date of ____________________________ and will remain in effect on an annual basis until canceled by either party. To ensure that Customer's needs are being met, timely written notice of any deficiency or concern must be provided in order to give Contractor a reasonable opportunity to remedy the deficiency or concern prior to termination of this Agreement. While Contractor encourages Customer to communicate with on-site crews and its account manager, notice solely to them is insufficient. All notices under this paragraph must be provided in writing by Customer's Authorized Representative to Contractor at the address specified above. Customer agrees to notify Contractor in writing within ten (10) days of the occurrence of any deficiency, concern, default, or damage Customer believes was caused by Contractor. Failure to do so constitutes a waiver of any such claims by Customer and the right of Customer to cancel this Agreement. Customer may cancel this Agreement following an unremedied deficiency by providing written notice to Contractor by certified mail. The cost to Contractor of the work in certain seasons is higher than in others, but Contractor has agreed to invoice Customer in even monthly installments. Therefore, in consideration of these variable internal costs, and in order to ensure an effective transition following a cancellation, termination notices received during the months of April through September shall cause an effective final date of billable services of not less than thirty (30) days after date of receipt. Notices received in any other months shall cause an effective final date of billable services of not less than ninety (90) days after the date of receipt. Any notice of termination shall be sent to the addresses indicated on this Agreement and must be signed by an Authorized Representative.

(2) **Performance**
The Parties agree that Contractor's performance of this Agreement can be, and often is, subject to weather conditions, which are beyond the Contractor's control. Contractor shall not be liable for any performance deficiency caused by weather conditions. The Parties also agree that Contractor is a contractor as that term is defined in Chapter 713, *Florida Statutes* and that any and all work performed pursuant to this Agreement is an improvement to real property under Chapter 713, *Florida Statutes*.

(3) **Adjustment**
This Agreement is subject to CPI adjustments annually effective the anniversary date or as otherwise agreed upon in writing by both parties.

(4) **Fuel Surcharge**
Contract pricing is based on the Florida Regular Conventional Retail Gasoline Prices published every month. If the published monthly price shall increase by more than 10% than the cost of fuel at the time of bid and for two (2) consecutive months upon commencement date, Contractor shall reserve the right to enact a fuel surcharge.

(5) **Payments**
No finance charge will be imposed if invoices are paid in full within 30 days of invoice date. If not paid in full within 30 days, then a finance charge will be imposed from the invoice date on the balance due at a periodic rate of 1½% per month (18% per annum) until paid. Contractor shall have the right to elect to stop work under this Agreement until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices.

(6) **Authorized Representative**
Customer agrees, simultaneous with the signing of this Agreement, to designate in writing an Authorized Representative or Authorized Representatives with whom Contractor can interface concerning this Agreement. In the event Customer desires to change its Authorized Representative(s), Customer shall provide written notice of the change to Contractor. By designating an Authorized Representative, Customer is representing to Contractor that the Authorized Representative has the authority to bind Customer to actions taken pursuant to this Agreement until that authority is revoked or changed by Customer.

(7) **Order of Interpretation**
In the event other documents, terms, or conditions are annexed to or otherwise designed to amend or supplement this Agreement, should there be a conflict between one or more provisions of the other documents, terms, or conditions and the terms of this Agreement, the terms of this Agreement will control.

(8) **Collection**
In the event Contractor must collect past due amounts under this Agreement, Contractor shall be entitled to all expenses incurred as part of those efforts, including any attorneys' fees and costs.

(9) **Subcontractors**
Contractor may, at its sole discretion, utilize subcontractors to provide specific services under this Agreement. Contractor will remain as the single and primary contact for all activities as related to this Agreement. Proof of insurance and necessary licenses will be provided if requested by Customer. Contractor will also provide workman's compensation and proof thereof on employees if requested by Customer.

(10) **Acceptance**
This Agreement is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this Agreement. We look forward to becoming part of your team. In witness whereof the parties of this agreement have signed and executed it this _______ day of ________________ 2022.

________________________________	________________________________
Contractor Signature	Customer Signature
________________________________	________________________________
Contractor Printed	Customer Printed
________________________________	________________________________
Title	Title

EXHIBIT D - PRICING SPECIFICATIONS

Contractor Name:

Company Services In-House (Yes or No)		Sub-Contractor used: (Yes or No)		On Staff Certifications & Licenses (Yes or No)			Services area(Central FL, Regional, National)
Maintenance	yes	Maintenance	no	Arborist		ID#	
				see attached	ID#		
Fert & Pest	yes	Fert & Pest	no	Certified Pest Operator			Years in Business: 30
				see attached		ID#	
Irrigation	yes	Irrigation	no		ID#		# of Employees: 250
Installation	yes	Installation	no	Best Mgmt. Practices		ID#	Educational Programs Available: see attached
Arbor Care	yes	Arbor Care	yes	see attached	ID#		Hurricane Plan: see attached

Insurance Information:

Yes or No	yes	1) Workers Compensation for all employees at the statutory limits, and Employers Liability at 500,000/500,000/500,000.
Yes or No		2) Commercial General Liability coverage for all operations including contractual, products, completed operations and personal injury limits of not less than $1,000,000 per occurrence, combined single limit, $2,000,000 Aggregate.
Yes or No		3) Umbrella or Excess Liability coverage of $1M providing excess coverage for the underlying General Liability, Auto Liability & Employers Liability.(minimum)
Yes or No		4) Business Automobile Liability coverage for all owned, non-owned and hired vehicles in limits of not less than $1,000,000 per occurrence, combined single limits.

Services Freq & Pricing

General Maint	# of Visits	42	
	# of Turf mow	42	
	# of Shrub Details	12	
	Price for General Maintenance		$146,344.00
Irrigation	# of Irri Checks	12	
	Price for Irrigation Checks		$13,404.00
Flowers	# of Flowers per Change out	250	
	# of Flower Change outs	4	
	Total Flowers	1000	
	Price for Flower		$2.90
Mulch	Cu. Yards Mulch	256	
	Price for Mulch		$14,883.48
Fert & Pest	# of Visits for IPM	12	
	# of Turf Fertilizations	4	
	# of Shrub Fertilizations	2	
	Price for Fertilization		$45,352.45
Palm Trees	Palms Qty	75	
	# of Palm Pruning	2	
	Price for Palm Maint.		$8,250.00
	Total contract Price		$ 170,898.50

Cross Creek
Community Development District

Ratification of Payment Authorizations 168 - 178

RECEIVED AUG 04 2022

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 168
7/28/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	**BrightView Landscape Services**		
	Landscape Maintenance: August 2022	7996572	$ 9,292.75
		TOTAL	**$ 9,292.75**

APPROVED.
CE
8/12/22

8/15/22

Board Member

9/19/22

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

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

RECEIVED
AUG 12 2022

Payment Authorization No. 169
8/4/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	**Envera**		
	Alarm Monitoring: September 2022	718204	$ 636.54
2	**Envera Systems**		
	Nortek Fobs	INV000005650	$ 1,263.90
3	**Peace River Electric (paid online)**		
	12220 SILKWOOD WAY; 06/09/22-07/10/22	Acct:158231001	$ 75.11
	4601 CREEKSIDE PARK DR; 06/09/22-07/10/22	Acct:158231002	$ 53.40
	4100 CREEKSIDE PARK DR; 06/24/22-07/24/22	Acct:158231004	$ 1,979.72
	4890 GOLF COURSE RD; 06/26/22-07/26/22	Acct:158231005	$ 53.26
	02-040-4L-1; 06/24/22-07/24/22	Acct:158231006	$ 1,515.92
	12407 LARCHMERE LN; 06/18/22-07/18/22	Acct:158231007	$ 40.00
	12400 SILKWOOD WAY; 06/09/22-07/10/22	Acct:158231008	$ 40.19
	12310 SILKWOOD WAY; 06/18/22-07/18/22	Acct:158231009	$ 35.35
4	**Persson, Cohen, Mooney, Fernandez & Jackson**		
	District Counsel: July 2022	2392	$ 1,668.75
5	**S & G Pools**		
	Pool Service: August 2022	8122	$ 1,000.00
6	**VenturesIn.com, Inc.**		
	Website Maintenance: August 2022	45986	$ 40.00
		TOTAL	**$ 8,402.14**

APPROVED
CE
8/12/22

OK 8/23/22

Charles P. Chair

Board Member

8/15/22

8/19/22

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

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

RECEIVED AUG 19 2022

Payment Authorization No. 170
8/11/2022

Item No.	Vendor	Invoice Number		FY22 General Fund
1	**Manatee County Utilities (paid online)**			
	4000 CREEKSIDE PARK DR; 06/20/22-07/20/22	Acct: 187908-133094	$	368.32 ✓
	12501 RYEGRASS LOOP; 06/20/22-07/21/22	Acct: 187908-134766	$	33.10 ✓
	12515 FRESHWATER RUN; 06/20/22-07/21/22	Acct: 187908-134768	$	134.73 ✓
2	**PFM Group Consulting LLC**			
	Postage: July 2022	OE-EXP-08-2022-10	$	156.75 ✓
3	**Southwest Maintenance Services**			
	Cleaning Services: August 2022	8198	$	480.00 ✓
4	**Synovus Bank**			
	Interest Pmt/ Synovus Loan	Interest 08.15.22	$	36.17 ✓
		TOTAL	**$**	**1,209.07**

APPROVED
CL
8/19/22

8/25/22

Board Member, Chairman

8/29/22

9/1/22

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Orlando, FL 32817

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

RECEIVED AUG 24 2022

Payment Authorization No. 171
8/18/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	**BrightView Landscape Services** Palm Tree Pruning	8035934	$ 3,059.10
2	**Peace River Electric (paid online)** 3693 CREEKSIDE PARK DR; 07/05/22-08/04/22	Acct: 186140001	$ 202.00
		TOTAL	**$ 3,261.10**

APPROVED
CL
9/9/22

9/15/22

Charles Pokay, Chairman
Board Member

9/28/22

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Orlando, FL 32817

RECEIVED SEP 02 2022

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 172
8/25/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	**PFM Group Consulting LLC**		
	Billable Expenses: May/July 2022	121386	$ 200.63 ✓
	District Management Fee: August 2022	DM-08-2022-14	$ 2,500.00 ✓
2	**Suburban Propane**		
	Propane Delivery - 08/16/22	414430	$ 72.25 ✓

TOTAL	**$ 2,772.88**

APPROVED
CL
9/2/22

9/6/22

Charles [signature], Chairman
Board Member

9/13/22

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c/o PFM Group Consulting LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

RECEIVED SEP 27 2022

Payment Authorization No. 173
9/1/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	**BrightView Landscape Services**		
	Landscape Maintenance: September 2022	8043180	$ 9,292.75
2	**Peace River Electric (paid online)**		
	12220 SILKWOOD WAY; 07/10/22-08/09/22	Acct:158231001	$ 75.37
	4601 CREEKSIDE PARK DR; 07/10/22-08/09/22	Acct:158231002	$ 53.40
	12407 LARCHMERE LN; 07/18/22-08/17/22	Acct:158231007	$ 40.00
	12400 SILKWOOD WAY; 07/10/22-08/09/22	Acct:158231008	$ 40.19
	12310 SILKWOOD WAY; 07/18/22-08/17/22	Acct:158231009	$ 35.61

TOTAL	**$ 9,537.32**

APPROVED CE 9/23/22

9/23/22

Charles Blay, Chairman
Board Member

10/7/22

10/1/22

Please Return To:
Cross Creek CDD
c/o PFM Group Consulting LLC
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Orlando, FL 32817

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

RECEIVED
SEP 15 2022
TO LAND 9/22

Payment Authorization No. 174
9/8/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	**BrightView Landscape Services**		
	Fallen Tree Branch Removal	8036620	$ 325.00
2	**Envera Systems**		
	Nortek Fobs	INV000005677	$ 1,185.00 NO PAY, NEED TO VERIFY
3	**The Lake Doctors**		
	Water Management: September 2022	29992B	$ 630.00
4	**Manatee County Utilities (paid online)**		
	4000 CREEKSIDE PARK DR; 07/20/22-08/19/22	Acct: 187908-133094	$ 579.72
	12501 RYEGRASS LOOP; 07/21/22-08/19/22	Acct: 187908-134766	$ 33.10
	12515 FRESHWATER RUN; 07/21/22-08/19/22	Acct: 187908-134768	$ 98.79
5	**McClatchy Company**		
	Legal Advertising on 07/19/22 (Ad: IPL0081494)	138192	$ 138.06
	Legal Advertising on 07/29/22 (Ad: 1054681)	138192	$ 175.00
6	**Peace River Electric (paid online)**		
	4100 CREEKSIDE PARK DR; 07/24/22-08/23/22	Acct:158231004	$ 1,623.54
	4890 GOLF COURSE RD; 07/26/22-08/25/22	Acct:158231005	$ 53.33
	02-040-4L-1; 07/24/22-08/23/22	Acct:158231006	$ 1,506.07
7	**Persson, Cohen, Mooney, Fernandez & Jackson**		
	District Counsel: August 2022	2507	$ 2,603.25
8	**S & G Pools**		
	Pool Service: September 2022	9122	$ 1,000.00
9	**Southwest Maintenance Services**		
	Cleaning Services: September 2022	9138	$ 480.00
10	**Turner Pest Control**		
	Rodent Prevention	19095438	$ 80.00

TOTAL ~~**$ 10,510.86**~~

$ 9,325.86 APPROVED AS MODIFIED CC 10/07/22

Charles Hay, Chairman ZB 10/13/22

Board Member

10/19/22

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

RECEIVED SEP 22 2022

RECEIVED OCT 03 2022

Payment Authorization No. 175
9/15/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	**BrightView Landscape Services**		
	Irrigation Repairs - Valve Replacement	8077182	$ 224.66
2	**CAVOLI Engineering**		
	Engineering Services Through 08/31/22	22-0286	$ 1,440.00
3	**Egis Insurance Advisors, LLC**		
	FY 2022 Insurance	16688	$ 13,649.00
4	**Envera**		
	Alarm Monitoring: October 2022	719384	$ 655.60
5	**Frankie's Tree Service**		
	Tree Removal	394	$ 450.00
6	**McClatchy Company**		
	Legal Advertising on 08/05/22 (Ad: IPL0084363)	144812	$ 175.00
	Legal Advertising on 08/05/22 (Ad: 1054682)	144812	$ 72.54
7	**Peace River Electric (paid online)**		
	3693 CREEKSIDE PARK DR; 08/04/22-09/03/22	Acct: 186140001	$ 165.00
8	**PFM Group Consulting LLC**		
	Billable Expenses: August 2022	121575	$ 206.40
	District Management Fee: September 2022	DM-09-2022-014	$ 2,500.00
9	**VenturesIn.com, Inc.**		
	Website Maintenance: September 2022	46022	$ 40.00

TOTAL	**$ 19,578.20**

APPROVED CE 10/07/22

TB 10/18/22

Chairman

Board Member

10/19/22

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

RECEIVED OCT 03 2022

Payment Authorization No. 176
9/22/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	**Cbert Trucking and Grading** Irrigation Maintenance Sept 2020-Sept 2022	09-1022	$ 3,750.00
2	**VenturesIn.com, Inc.** Domain Name Renewal	46051	$ 29.99

TOTAL	**$ 3,779.99**

APPROVED CL 10/07/22

10/18/22

Chairman

Board Member

10/29/22

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

RECEIVED
OCT 07 2022

Payment Authorization No. 177
9/29/2022

Item No.	Vendor	Invoice Number	FY 2022 General Fund	FY 2023 General Fund
1	**BrightView Landscape Services** Landscape Maintenance: October 2022	8090089		$ 9,292.75
2	**PFM Group Consulting LLC** Dissemination Fee S2007AB/2016AB: 07/01/22-09/30/22	121702	$ 1,000.00	
3	**Suburban Propane** Propane Delivery - 09/14/22	205230	$ 96.00	
		Subtotal	$ 1,096.00	$ 9,292.75
		TOTAL	**$10,388.75**	

APPROVED
10/07

Charles T Hay, Chairman 10/10/22

Board Member

10/19/22

Cross Creek
Community Development District

Review of District Financial Statements

Cross Creek CDD

Statement of Financial Position
As of 9/30/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Assets					
Current Assets					
General Checking Account	$27,403.70				$27,403.70
Assessments Receivable	35,130.24				35,130.24
Prepaid Expenses	15,651.47				15,651.47
Debt Service Reserve 2007A Bond		$14,220.19			14,220.19
Debt Service Reserve 2007B Bond		9,513.51			9,513.51
Debt Service Reserve 2016AB Bond		212,035.76			212,035.76
Revenue 2007AB Bond		18,077.55			18,077.55
Revenue 2016AB Bond		116.14			116.14
Interest 2016AB Bond		0.19			0.19
Prepayment 2016A Bond		82,000.18			82,000.18
Sinking Fund 2016A Bond		0.16			0.16
Total Current Assets	$78,185.41	$335,963.68	$0.00	$0.00	$414,149.09
Investments					
Amount Available in Debt Service Funds				$335,963.68	$335,963.68
Amount To Be Provided				244,036.32	244,036.32
Amount to be Provided (O&M)				10,500.00	10,500.00
Total Investments		$0.00	$0.00	$590,500.00	$590,500.00
Total Assets	$78,185.41	$335,963.68	$0.00	$590,500.00	$1,004,649.09
Liabilities and Net Assets					
Current Liabilities					
Accounts Payable	$48,100.66				$48,100.66
Deferred Revenue	35,130.24				35,130.24
Total Current Liabilities	$83,230.90	$0.00	$0.00	$0.00	$83,230.90

Cross Creek CDD

Statement of Financial Position
As of 9/30/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Long Term Liabilities					
Revenue Bonds Payable - Long-Term				$580,000.00	$580,000.00
Notes and Loans Payable Long Term (O&M)				10,500.00	10,500.00
Total Long Term Liabilities		$0.00	$0.00	$590,500.00	$590,500.00
Total Liabilities	$83,230.90	$0.00	$0.00	$590,500.00	$673,730.90
Net Assets					
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	(2,490.41)				(2,490.41)
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		(26,245.73)			(26,245.73)
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			(895.45)		(895.45)
Net Assets - General Government			1,905,948.00		1,905,948.00
Total Net Assets	($5,045.49)	$335,963.68	$0.00	$0.00	$330,918.19
Total Liabilities and Net Assets	$78,185.41	$335,963.68	$0.00	$590,500.00	$1,004,649.09

Cross Creek CDD

Statement of Activities

As of 9/30/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Revenues					
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		2,457,155.76			2,457,155.76
Inter-Fund Group Transfers In		896.96			656.49
Inter-Fund Transfers In			($895.45)		(656.49)
Total Revenues	$343,157.73	$2,727,374.70	($656.49)	$0.00	$3,069,635.47
Expenses					
Public Officials' Insurance	$2,690.00				$2,690.00
Trustee Services	5,387.50				5,387.50
District Management	30,000.00				30,000.00
Field Management	5,400.00				5,400.00
Engineering	1,440.00				1,440.00
Dissemination Agent	4,000.00				4,000.00
District Counsel	9,919.05				9,919.05
Assessment Administration	5,000.00				5,000.00
Reamortization Schedule	125.00				125.00
Audit	4,300.00				4,300.00
Janitorial Service	7,424.75				7,424.75
Postage & Shipping	543.91				543.91
Legal Advertising	835.55				835.55
Contingency	15,193.18				15,193.18
Web Site Maintenance	509.99				509.99
Dues, Licenses, and Fees	305.94				305.94
Principal Payments	10,000.00				10,000.00
Interest Payments	583.69				583.69
Security	10,087.38				10,087.38
Electric	40,070.72				40,070.72
Gas	253.78				253.78
Water	13,201.66				13,201.66
Amenity - Dues & License	375.00				375.00
Pool Maintenance	12,661.95				12,661.95
General Liability Insurance	3,759.00				3,759.00
Property & Casualty	6,098.00				6,098.00
Lake Maintenance	6,930.00				6,930.00
Landscaping Maintenance & Material	109,038.75				109,038.75
Landscape Improvements	22,890.64				22,890.64

Cross Creek CDD
Statement of Activities
As of 9/30/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Equipment Repair & Maintenance	15,582.70				15,582.70
Pest Control	1,040.00				1,040.00
Principal Payment		$2,580,000.00			2,580,000.00
Interest Payments		174,580.00			174,580.00
Total Expenses	$345,648.14	$2,754,580.00	$0.00	$0.00	$3,100,228.14
Other Revenues (Expenses) & Gains (Losses)					
Interest Income		$894.61			$894.61
Net Increase (Decrease) in FV of Inv		64.96			64.96
Interest Income			$1.52		1.52
Net Increase (Decrease) in FV of Inv			(0.01)		(0.01)
Total Other Revenues (Expenses) & Gains (Losses)	$0.00	$959.57	$1.51	$0.00	$961.08
Change In Net Assets	($2,490.41)	($26,245.73)	($895.45)	$0.00	($29,631.59)
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	($5,045.49)	$335,963.68	$0.00	$0.00	$330,918.19

Cross Creek CDD
Budget to Actual
For the Month Ending 9/30/22

	Year To Date Actual	Year To Date Budget	Year To Date Variance	FY 2022 Adopted Budget
Revenues				
Assessments	$ 343,157.12	$ 377,419.00	$ (34,261.88)	$ 377,419.00
Other Income and Financing Souces	0.61	-	0.61	-
Net Revenues	**$ 343,157.73**	**$ 377,419.00**	**$ (34,261.27)**	**$ 377,419.00**
General & Administrative Expenses				
Public Officials' Insurance	$ 2,690.00	$ 2,860.00	$ (170.00)	$ 2,860.00
Trustee Services	5,387.50	8,500.00	(3,112.50)	8,500.00
District Management	30,000.00	30,000.00	-	30,000.00
Field Management	5,400.00	7,250.00	(1,850.00)	7,250.00
Engineering	1,440.00	500.00	940.00	500.00
Dissemination Agent	4,000.00	4,000.00	-	4,000.00
Property Appraiser	-	500.00	(500.00)	500.00
District Counsel	9,919.05	8,000.00	1,919.05	8,000.00
Assessment Administration	5,000.00	5,000.00	-	5,000.00
Reamortization Schedule	125.00	750.00	(625.00)	750.00
Audit	4,300.00	6,500.00	(2,200.00)	6,500.00
Arbitrage Calculation	-	500.00	(500.00)	500.00
Travel and Per Diem	-	400.00	(400.00)	400.00
Telephone	-	50.00	(50.00)	50.00
Postage & Shipping	543.91	100.00	443.91	100.00
Copies	-	25.00	(25.00)	25.00
Legal Advertising	835.55	450.00	385.55	450.00
Office Supplies	-	25.00	(25.00)	25.00
Web Site Maintenance	509.99	480.00	29.99	480.00
Dues, Licenses, and Fees	305.94	175.00	130.94	175.00
Interest Payments	583.69	1,200.00	(616.31)	1,200.00
Principal Payment	10,000.00	10,250.00	(250.00)	10,250.00
Total General & Administrative Expenses	**$ 81,040.63**	**$ 87,515.00**	**$ (6,474.37)**	**$ 87,515.00**
Field Expenses				
Contingency	$ 15,193.18	$ 14,625.00	$ 568.18	$ 14,625.00
Electric	40,070.72	40,000.00	70.72	40,000.00
Gas	253.78	100.00	153.78	100.00
Water	13,201.66	12,000.00	1,201.66	12,000.00
Pool Maintenance	12,661.95	10,000.00	2,661.95	10,000.00
Amenity Dues & License	375.00	375.00	-	375.00
General Liability Insurance	3,759.00	3,800.00	(41.00)	3,800.00
Property & Casualty	6,098.00	6,500.00	(402.00)	6,500.00
Janitorial/Cleaning	7,424.75	9,800.00	(2,375.25)	9,800.00
Camera/Monitoring	10,087.38	7,704.00	2,383.38	7,704.00
Lake Maintenance	6,930.00	15,000.00	(8,070.00)	15,000.00
Landscape Maintenance	109,038.75	107,000.00	2,038.75	107,000.00
Landscape Improvements	22,890.64	50,000.00	(27,109.36)	50,000.00
Equipment Repair & Maintenance	15,582.70	12,000.00	3,582.70	12,000.00
Pest Control	1,040.00	1,000.00	40.00	1,000.00
Total Field Expenses	**$ 264,607.51**	**$ 289,904.00**	**$ (25,296.49)**	**$ 289,904.00**
Total General, Administrative Expenses & Field Expense	**$ 345,648.14**	**$ 377,419.00**	**$ (31,770.86)**	**$ 377,419.00**
Total Expenses	**$ 345,648.14**	**$ 377,419.00**	**$ (31,770.86)**	**$ 377,419.00**
Net Income (Loss)	**$ (2,490.41)**	**$ -**	**$ (2,490.41)**	**$ -**