

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, October 24, 2023, at 11:00 a.m. at the 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: 2538 286 6774

Join from the meeting link

<https://pfmcdd.webex.com/meet/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 May 23, 2023, Board of Supervisors' Meeting
 2. Consideration of the Minutes of the June 6, 2023, Board of Supervisors' Meeting
 3. Consideration of the Minutes of the August 22, 2023, Board of Supervisors' Meeting (*under separate cover*)

Business Matters

4. Discussion and Update on Land Conveyance
5. Status of Davis Property Maintenance
6. Discussion Pertaining to Addition of a Gym to the Amenities Center
7. Consideration of Fiscal Year 2023 Audit Engagement Letter
8. Review and Consideration of Loan Agreement and Promissory Note
9. Review and consideration of Pond Maintenance Proposals
10. Ratification of District Management Fee Agreement
11. Ratification of Payment Authorizations 219 - 224
12. Review of District Financial Statements

Other Business

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



- Audience Comments

Adjournment



**Cross Creek
Community Development District**

Consideration of the Minutes of
the May 23, 2023,
Board of Supervisors' Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

Tuesday, May 23, 2023, at 11:00 a.m.

**Hampton Inn & Suites Sarasota/ Bradenton – Airport
975 University Parkway, Sarasota, FL, 34243**

Board Members Present were:

Charlie Tokarz	Chairperson	
Connor Chambers	Vice Chairperson	
Kathy Beccia	Assistant Secretary	
Lianna Litwin	Assistant Secretary	
Bruce Stolarz	Assistant Secretary	(via phone)

Also present were:

Venessa Ripoll	District Manager - PFM Group Consulting LLC	
Kwame Jackson	PFM Group Consulting LLC	(via phone)
Amy Champagne	PFM Group Consulting LLC	(via phone)
Andy Cohen	District Counsel- Persson Cohen & Mooney, P.A.	
Charlie McKinnies	Medallion Home	
Chris Chavez	Medallion Home	
Chris Berry	LMP	
Ron Duram	Resident	

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.

On MOTION by Ms. Beccia, seconded by Mr. Chambers, with all in favor, the Board approved Bruce Stolarz to vote via WebEx.

Public Comment Period

No Public Comments.

Consideration of the Minutes of the January 24, 2023, Board of Supervisors' Meeting

Mr. Cohen and the Board needed time to review these minutes, so they will be considered at the next meeting.

**Letter from Supervisor of
Elections, Manatee County**

Ms. Ripoll stated at this time there are 555 registered voters that live in Cross Creek.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved the Letter from Supervisor of Elections, Manatee County.

SECOND ORDER OF BUSINESS

Business Matters

**Appointment of Auditor Selection
Committee**

Ms. Ripoll stated after this meeting the Board is going to have an Auditor Selection Committee Meeting to go ahead and see if Board members want the RFP to be with or without pricing, and then Ms. Ripoll will proceed with the RFP. At the next meeting Ms. Ripoll will have RFPs to present to the Board for the next audit. Ms. Ripoll noted the Board normally appoints themselves as the Auditor Selection Committee, so Board members can choose to do that.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board appointed themselves as the Audit Selection Committee.

**Consideration of Resolution 2023-
04, Approving a Preliminary
Budget for Fiscal Year 2024 and
Setting a Public Hearing Date**

Ms. Ripoll stated that before the Board is the preliminary budget for Fiscal Year 2024 and the suggested date for the Public Hearing is August 22, 2023, at the previous hotel, the Holiday Inn. Ms. Ripoll noted that this budget has been reviewed by District Staff and the Chair prior to this meeting.

Mr. Cohen noted that the budget has increased so there will be mailed notices to go out at least 30 days ahead of the Public Hearing.

Mr. Stolarz asked if there will be an increase with LMP due to the contract having a CPI increase built in. Mr. Berry with LMP stated right now there is no anticipated increase.

Discussion ensued regarding the pump as it may need to be replaced, and the plans for it as it pertains to the budget.

Mr. Chavez explained to the Board that the system consists of two pumps, the main pump and the jockey pump. The jockey pump, which provides and maintains pressure to the main line is not working. The main pump currently has to achieve that pressurization and cycles on and off to maintain the pressure. The safety mechanism inside the main pump will sense that the pump is cycling on and off too frequently and shuts the pump off. The system in its current state of disrepair needs pressurization, which the main pump cannot efficiently provide. Temporary measures have been looked at to help supplement the pressurization of the main line. They would like to utilize the new pump system that is coming online in the new phase, DEF, which is not part of the CDD to provide that supplemental water that will provide the pressure and priming that the CDD system needs. Once the CDD system is replaced the two systems will no longer need to be used together.

He noted that he has gotten proposals and he is also waiting on proposals from other companies. The companies will be providing two separate proposals.

Mr. Tokarz asked if the CDD pump goes down again, can the DEF pump water the CDD property?

Mr. Chavez answered yes. The pump system for the Willows and Laurels, which is the DEF phases, is a 500 gallon per minute pump station which can currently handle the entire community. District staff anticipates it can handle the entire Community because DEF doesn't have any homes built in it yet, so the usage is really minimal.

Ms. Litwin stated that the District got quotes to replace this pump two years ago at nearly half the cost of what it is proposed to cost the community now. She noted this has been brought up before, but the District doesn't have many Board meetings, and the District has very big issues. Ms. Litwin stated the Willows and Laurels have been utilizing the District's pump, which was not part of the easement agreement.

Ms. Litwin referenced previous meeting notes to ask where the pump is that was purchased in 2019.

Discussion ensued regarding Board members coming to view the property that they are making decisions on.

Mr. Stolarz stated the systems need to be disconnected, meaning they don't need to be linked. He noted he wants to start billing Medallion Homes \$500.00 a month, from November 1, 2022, up until April for water usage, electricity, depreciation of the pump, and the irrigation system.

Mr. Stolarz asked what the benefit is of drilling a well. Mr. Chavez answered the pump will be revised in its entirety, using universal parts.

Mr. Chavez stated that Medallion Homes had an audit performed of the water being used at the Willows and Laurels, which on a dry month averages 250,000 gallons using the Manatee County rate of \$0.41 per 1000 gallons. He noted that's a reimbursement price of \$105.00 that will be rounded up to \$150.00. The system uses 5,000,000 gallons a month, so 250,000 gallons would represent about 5% of what's used for the whole system.

Ms. Litwin asked who approved the Willows and Laurels to use the water inside of the Willows subdivision.

Mr. Chavez stated that he didn't know who made that decision.

Discussion ensued about other concerns in the community.

Mr. Chavez stated it has been brought to his attention that the irrigation system utilizes battery-operated valves for the zones. Back in April a representative of LMP, Ms. Litwin, Vanessa, and Mr. Chavez met in the field to look at the condition of these valves to understand what the issue was, and LMP has submitted a proposal of \$22,000 to replace these battery-powered valves. It is LMP's opinion that the District would be better served with a two-wire system that connects all these valves with wire to the main control system, but that would be a very large expense to the CDD. He noted he has requested two additional proposals from other contractors. One was received so far. Juniper's proposal for the same specifications came in at \$24,000, so District staff anticipates the third proposal will be fairly close.

Discussion ensued regarding replacing the pump before the valves are needed.

Mr. Tokarz asked if the system is currently working.

Mr. Chavez answered the system is not currently working.

Discussion ensued regarding a temporary construction pump.

Ms. Litwin noted that in order for the temporary construction pump to work properly someone has to watch it.

Discussion ensued regarding temporarily tying the Willows and Cross Creek's systems together.

Mr. Cohen asked, if the Board considered using the assistance offered by the Willows would there be a fee involved that Cross Creek would be responsible for?

Mr. Tokarz stated to his knowledge there has been no request for a charge for that.

Mr. Tokarz asked for the pricing of the pump.

Mr. Chavez stated there is one proposal for \$200,000.00 and a second proposal for \$136,000. He noted that he has three proposals coming in from a company called IDA and two others from two independent pump irrigation companies.

Mr. Cohen stated the Board can do a not-to-exceed amount since they don't meet as frequently, and so decisions can be made outside of a meeting.

The Board asked how much money is available in the contingency account.

Ms. Champagne stated \$50,000.00.

Discussion ensued regarding the best way to properly resolve the pump issue.
Discussion ensued regarding the ants infesting the controller boxes.

The Board discussed what can be done to get the pump fixed now versus waiting.

Mr. Cohen stated the Board is approving a not-to-exceed budget, which means that the budget approved now, which needs to be done by June 15th, 2023. The Board can set a Public Hearing in August to approve the final budget, and between now and then the Board can move things around. The District can go lower on assessments but cannot go higher. He noted now is the time to put money into the budget for whatever the project might be. Mr. Cohen stated the Board is approving a budget for the next Fiscal Year, which runs October 1, 2023, to September 30, 2024.

Mr. Cohen asked if the District has other money in the budget to do a special assessment, because that is an available option. The District could also get a loan from a lender so that the funds can be available sooner.

Ms. Litwin asked if it is only \$50,000.00 available to spend on this in total.

Ms. Champagne answered that's all that's left in the contingency account.

Discussion ensued regarding moving funds around from other line items and the possibility of financing the pump.

Ms. Litwin proposed the use of \$42,000.00 from the HOA toward the financing of the pump.

Mr. Cohen advised that funds should not be comingled, but if the HOA wishes to gift money to the CDD for the pump financing, it can be done, and would have to be an HOA decision.

Ms. Litwin stated that the residents in her neighborhood are anxious to get the irrigation system working and suggested that they would be willing to pay another \$225 to \$250 in assessments to get it done.

Ms. Litwin asked if there is a plan for the Cross Creek Community to have irrigation for the upcoming weeks.

Mr. Chavez stated yes, but that involves using the connection between the Willows and the Laurels.

Mr. Tokarz asked if the bids will be in this week.

Mr. Chavez answered yes that's what he was advised last week.

Discussion ensued regarding the proposals received not being 'apples to apples'.

Mr. Tokarz stated the Board is going to make a decision and the District is going to raise taxes to pay for it.

The Board discussed and agreed on continuing the meeting until the bids are in.

Discussion if the Irrigation, Pump System and Landscaping

This item was tabled.

Discussion of Perimeters of Willow/ Laurel Responsibility under License Agreement

This item was tabled.

Consideration of CPI Attorney Fees

Mr. Cohen stated the engagement letter with the District has a CPI built in, and each year the District is informed what it is. This year it's at 6%, District Counsel elected to only charge 5%.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board accepted the CPI Attorney Fees.

Ratification of Payment Authorizations 179-203

The Board reviewed the Payment Authorizations.

Ms. Litwin asked was any of the hurricane damage covered by the insurance company.

Ms. Ripoll answered no, the insurance company didn't cover those damages.

Discussion ensued regarding putting in a claim for the hurricane damages.

Ms. Litwin asked, what are U.S. Bank Trustee Fees?

Mr. Cohen explained that the Bonds which the District have require an indenture with the trustee to hold and distribute the funds, and trustee that is U.S. Bank.

Ms. Litwin asked if everyone in the community pays for the bond expenses.

Mr. Cohen answered yes, it's a part of the entire CDD budget.

Discussion ensued regarding who is responsible to pay the attorney fees that were charged for documents prepared regarding the Easement Agreement.

Mr. Stolarz asked about the payment authorization #203 to Synovus Bank. He explained that he thought it was already paid off.

Ms. Champagne stated the payment was broken down in to three years and this payment was the balance.

On MOTION by Mr. Chambers, seconded by Mr. Tokarz, with all in favor, the Board ratified payment authorizations 179 - 203.

Discussion ensued in regard to who District Counsel should be taking direction from.

Review of District Financial Statements

The Board reviewed the financial statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- No report.

District Engineer- Not present.

District Manager- No report.

FOURTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

Discussion ensued regarding areas that Cross Creek is maintaining that are not a part of Cross Creek.

Ms. Litwin requested the codes to the pool gates be changed.

Ms. Litwin stated the basketball court lights have never worked. The contractor is requesting more money and needs direction if he should finish the work.

FIFTH ORDER OF BUSINESS

Continuance

Ms. Ripoll requested a motion to continue the meeting.

On MOTION by Ms. Tokarz, seconded by Mr. Chambers, with all in favor, the Board continued the May 23, 2023, Board of Supervisors' Meeting for Cross Creek Community Development District until June 6, 2023, at 10:00 a.m. at 4000 Creekside Parkway, Parrish FL, 34219.

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

**Cross Creek
Community Development District**

Consideration of the Minutes of
the June 6, 2023,
Board of Supervisors' Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT CONTINUED BOARD OF SUPERVISORS' MEETING

Tuesday, June 6, 2023, at 10:00 a.m.

4000 Creekside Park Drive, Parrish, FL 34219

Board Members Present were:

Charlie Tokarz	Chairperson
Connor Chambers	Vice Chairperson
Kathy Beccia	Assistant Secretary
Lianna Litwin	Assistant Secretary
Bruce Stolarz	Assistant Secretary

Also present were:

Venessa Ripoll	District Manager - PFM Group Consulting LLC
Kwame Jackson	PFM Group Consulting LLC (via phone)
Andy Cohen	District Counsel- Persson Cohen & Mooney, P.A.
Charlie McKinnies	Medallion Home
Chris Chavez	Medallion Home
Chris Berry	LMP

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Ripoll called the meeting to order at 10:01 a.m. and confirmed quorum.

Public Comment Period

No Public Comments.

Consideration of the Minutes of the January 24, 2023, 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 January 24, 2023, Board of Supervisors' meeting with edits and corrections.

SECOND ORDER OF BUSINESS

Business Matters

Consideration of Resolution 2023-04, Approving a Preliminary Budget for Fiscal Year 2024 and Setting a Public Hearing Date

Ms. Ripoll made a motion to approve Resolution 2023-04, Approving a Preliminary Budget for Fiscal year 2024 and setting a Public Hearing date for August 22, 2023 at the Holiday Inn Sarasota- Airport with the increase that the board discussed.

On MOTION by Ms. Litwin, seconded by Mr. Chambers, with all in favor, the Board approved Resolution 2023-04, Approving a Preliminary Budget for Fiscal Year 2024 and Setting a Public Hearing date with an increase of \$220,000.00 and the public hearing for August 22, 2023, at 11:00 AM, at the Holiday Inn Sarasota-Airport 8009 15th Street East, Sarasota, FL 34243.

Discussion if the Irrigation, Pump System and Landscaping

Mr. Stolarz passed out a map to the Board and members that were present in the room.

He went over descriptions and parameters of the map with the Board. Discussion ensued regarding what areas on the map that LMP is maintaining.

Ms. Litwin discussed her concern of a road going through CDD property and through the gazebo. Mr. Chavez stated that the road would have to be inquired.

Ms. Litwin noted that the Pond that is half owned by Medallion Home and Cross Creek, its understood that Cross Creek takes care of that pond because Cross Creek uses it for drainage but the grass on the side is still being cut by LMP and that's Medallion Homes property.

Mr. Tokarz noted that Medallion Home just builds houses, but there are other entities that also develop.

Ms. Litwin stated from the meeting minutes from July 26, 2022 there was an agreement for the piece of property referenced the District was approached by Medallion Home and it was memorialized that the maintenance would be the responsibility of the HOA of the Willows and Laurels, and on page two in the second paragraph, it said that Mr. Bosarge mentioned that the total cost of the proposed landscaping and infrastructure is on the developer and that the HOA will be responsible for maintaining it in perpetuity, creating no additional burden or responsibility for the District.

Ms. Litwin continued on referencing the meeting minutes from July 26, 2022, that speaks to the piece of property.

Mr. Stolarz stated that he has two proposed invoices to give to the Medallions, the Laurels and the Willows, one is for an estimated \$500.00 a month for the water usage, November 1st to April 30th. That's \$3,000.00 and also all legal fees incurred by the CDD should be paid by or be reimbursed by Medallion Home through February 28th which is \$2,870.00.

Ms. Litwin stated that everything has been laid out and she feels that the Board should have a discussion on how to remedy the items brought to the Boards attention for the benefit of Cross Creek.

Mr. Stolarz asked that the Board make a vote on the reimbursement cost that he mentioned.

Mr. Tokarz stated the Board has not had a chance to look at the documents in detail, but he can assure the Board that those documents will be presented to Medallion Home.

Ms. Ripoll stated this will be added to the next agenda and have answers at the next meeting.

Discussion ensued regarding the areas mentioned on the map that are not a part of Cross Creek. Mr. Chavez stated that he will discuss the areas with Davis and Medallion.

Mr. Chavez will look into the street that is going into the gazebo.

Mr. Chavez stated that in regard to the grass around the lake area, he will walk that area with LMP to see that area.

Mr. Cohen stated once there is a resolution it needs to be memorialized in some manner and have a maintenance agreement.

Mr. Cohen explained how license agreements typically work.

Mr. Stolarz asked LMP to explain the quotes provided at the last meeting. LMP provided an update.

Mr. Cohen noted this would be a good time to discuss irrigation.

Mr. Chavez stated he now has three proposals for the new pump. He noted these are different philosophies and theories of how to irrigate the communities. The first is pump proposal is from LMP for \$202,000.00, next is from Juniper for \$136,000 and the third proposal is from IDA, who is proposing a Hoover system for \$200,000.00, and IDA was also sending a fourth proposal which is not completed yet. IDA stated the fourth proposal would be less than \$202,000.00 but more than \$136,000.00.

Ms. Litwin asked was it determined why it is a variance in the pricing?

Mr. Chavez stated LMP is proposing a 2-pump system at 700 gallons per minute to irrigate phase 1A. If anything goes down, there will still be a pump that's working.

Juniper is proposing one single pump so it's there's less of an expense.

A resident asked does these proposals offer a warranty?

Mr. Chavez stated they come with a one-year warranty, none of the proposers had a maintenance plan offered.

Mr. Cohen noted that if the District is going to purchase any goods, supplies or materials greater than \$195,000.00, the District will need to do a competitive RFP process, something more than just soliciting bids.

Discussion ensued regarding needing an electrician for hookup.

Mr. Barry explained the difference between having a single pump and a dual pump.

Discussion ensued regarding how the District is going to pay for the pump. Ms. Litwin stated that if the District can use the money out of the HOA account and we would save \$41,000.

Mr. Cohen stated the safest course of action would be to put \$200,000.00 in the budget now hopefully be able to pull some when the District does its final budget in August. He noted the budget can always go down but not up.

Discussion ensued regarding assessments. Ms. Litwin suggested we add \$220,000 in the budget.

Ms. Ripoll stated to Ms. Champagne that the consensus is to put an additional \$220,000.00 under the contingency property improvements line item.

Ms. Cohen noted to the Board that assessments are most certainly going up so District staff will have mail notice to everybody as well as an advertisement in the paper. Everyone will have the opportunity to come to the public hearing.

Mr. Tokarz stated that he is still not happy with the proposals and asked that Mr. Chavez to continue working on the quotes.

Discussion ensued regarding the new pump only being used for the CDD.

Discussion ensued regarding the valves, and the usage of water from other entities.

Mr. Chambers explained the Southwest Florida Water Management District water calculation.

Mr. Chavez stated the Board still has to make a decision on the nodes. The three proposals were received, one from LMP for \$22,283.50, another proposal from Juniper for \$24,000.00 and a proposal from IDA for approximately \$22,000.00.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board accepted the proposal for the nodes from LMP for \$22,283.50.

Discussion ensued regarding the finances to be able to afford the pump. The Board agreed to have District staff look in a bank loan for the pump.

The Board agreed to have an emergency meeting when all data is received regarding the pump so that the Board can decide or if the data is ready by the next Board meeting the Board can decide then.

**Discussion of Perimeters of
Willow/ Laurel Responsibility
under License Agreement**

This item was tabled.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- No report.

District Engineer- Not present.

District Manager- Ms. Ripoll stated the next Board meeting is scheduled for June 27, 2023.

FOURTH ORDER OF BUSINESS

**Supervisor Requests and
Audience Comments**

Discussion ensued regarding the time of the Board meeting and can that be changed.

Discussion ensued regarding payment of the O&M expenses from 2017 and 2018.

FIFTH ORDER OF BUSINESS

Adjourned

Mr. Tokarz requested a motion to adjourn the meeting.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board adjourned the June 6, 2023, Board of Supervisors' Meeting for Cross Creek Community Development District.

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

**Cross Creek
Community Development District**

Consideration of the Minutes of
the August 22, 2023,
Board of Supervisors' Meeting
(under separate cover)

Cross Creek Community Development District

Discussion and Update on Land Conveyance

**Cross Creek
Community Development District**

Status of Davis Property Maintenance

**Cross Creek
Community Development District**

Discussion Pertaining to
Addition of a Gym to the Amenities Center

Fitness Room Use Policy

OVERVIEW OF POLICY

The CrossCreek Community Development District ("CDD") fitness room is provided for the exclusive use of residents/non-resident members or their tenants, and under specific circumstances guests. This policy communicates the operating policies of this amenity. Use of the fitness room is authorized by the CDD Board of Supervisors and the oversight of the CDD management.

It is strongly recommended that before you use the fitness room that you contact your physician and have your fitness program medically approved. Those individuals with any chronic health disorder or medical condition must not use the fitness room without consulting their physician. Users accept full risk of loss and responsibility for any impact on their health. All waivers, procedures, schedules, agreements, and forms are available from the CDD.

FACILITY

- **HOURS OF OPERATION** – The hours of operation will be determined, updated when needed, and posted by the CDD Board of Supervisors.
- **DOCTOR'S CONSULTATION** – Individuals planning to use this facility have the sole responsibility to consult their physician and have their program medically approved. Individuals with heart or other chronic health disorders should not use the fitness room without consulting their physician prior to use.
- **ATTIRE** – Fitness shoes/sneakers and proper work out attire is required when using fitness equipment. No street shoes, jeans, open toed shoes are permitted.

ACCESS

- **ACCESS** – Each resident (or tenant in the place of a resident under certain circumstances) or non-resident member who has completed a "Waiver & Release" form can use the fitness facility. **IF NO EXECUTED FORM IS ON FILE WITH THE CDD, THERE WILL BE NO AUTHORIZED FITNESS ROOM USE!** Fitness room access must be via the user's own personal key FOB (to record facility authorized use). **DO NOT LET ANYONE ELSE IN USING YOUR ACCESS FOB.** Failure to follow these policies will result in an unnecessary liability to the entire community and potential suspension of use of the

fitness room or any other CDD community amenity. **For safety and liability reasons, no children under the age of 15 are allowed in the fitness room.**

- **GUESTS** – For the purposes of this policy, guests are defined as those individuals visiting a registered CDD resident or non-resident member. Once identified as a guest, and the guest’s “Waiver and Release” form is complete and processed, the guest can obtain their own (guest has a use limit of 30 days) key FOB for a cash deposit, which will be returned when the guest returns the FOB to the CDD office.
- **AGE RESTRICTION** – For safety and liability reasons, children under the age of 15 are not permitted to use the equipment. Children between the ages of 15 and 17 must be trained on the equipment and have all applicable waivers signed by a parent or guardian at least eighteen (18) years of age in order to use the equipment.

USE

- **EQUIPMENT USE** – All fitness equipment must be used in accordance with the posted manufacturer’s recommendation and guidelines. All equipment is used at one’s own risk. The CDD accepts no responsibility for injuries.
- **ORGANIZED CLASSES/FITNESS PROGRAMS** – Please check the activity calendar of special fitness related classes (yoga, Zumba, etc.). These classes will be subject to the completion of the same “Waiver and Release” form as other fitness activities.
- **EQUIPMENT USE TIME LIMITS** – Use of all cardiac equipment is limited to 30 minutes when another individual is waiting to use that particular piece of equipment.
- **EQUIPMENT CLEANING** – Paper towels and cleaning fluids are provided. Please wipe down equipment after each use. It is also recommended that you clean the equipment prior to use.
- **TOWELS** - Please bring and remove your own towels.
- **LAST PERSON OUT OF FITNESS ROOM** – Turn off all TVs, fans, and ensure all equipment is turned off.

SECURITY & BEHAVIOR

- **LIABILITY** – The CDD is not liable for damages, improper equipment use, personal health issues, facility use without applicable release form(s) or other occurrence.

- **EMERGENCY** - In an emergency, call 911.

FOOD & BEVERAGE

- **FOOD & BEVERAGES** – No food or beverage may be brought into the fitness room. Bottled water (in plastic bottles) is the only exception. The proper disposal of plastic bottle containers is required. No glassware of any kind is permitted in the fitness room. Chewing gum and chewing tobacco are not permitted.

ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY

The facilities and activity programs offered at the amenities located at the CrossCreek Community Development District (hereinafter the "District") have been designed and established to provide beneficial enjoyment and exercise without compromising the health or safety of the people who utilize the facilities or participate in the programs. The undersigned acknowledges that there exist inherent risks of injury in connection with the use of any exercise equipment and participation in any exercise program or activity.

In consideration of the District's agreement to permit the undersigned and the undersigned's guests and family to utilize the District's fitness equipment and related facilities and/or participate in the District's programs, for the undersigned and the undersigned's guests and family who utilize the District's amenities, the undersigned hereby knowingly and voluntarily assumes the risks, both known and unknown, inherent in the use of the District's facilities and participation in the District's programs, including, without limitation, injury to bones, muscles, joints, fainting, abnormal blood pressure, heat stress, disorders of heart rhythm, heart attack, stroke, permanent disability or death.

The undersigned, for the undersigned and the undersigned's guests and family, agrees to release, indemnify, defend and hold harmless the CrossCreek Community Development District, its affiliates, successors and assigns, its respective shareholders, members, partners, officers, directors, attorneys, agents, employees and any persons or entities related to the foregoing (hereinafter the "Indemnified Parties"), to the full extent permitted by law, from and against any and all claims, suits, actions, causes of action, losses, liabilities, damages, including, without limitation, any personal injury, loss of life or damage to property, whether direct, indirect or consequential as a result of or in any way related to the use of the District amenity facilities by the undersigned and the undersigned's family and guests (or use of the District facilities and/or participation in any District program by any child, houseguest, licensee, lessee or other guest or invitee of the undersigned) or otherwise resulting from or arising out of the participation of the undersigned or a child, houseguest, licensee, lessee or other guest or invitee of the undersigned in the activities or operations of District facilities including, but not limited to, the District fitness center. For such participation, this provision shall include an obligation to indemnify the Indemnified Parties for, from and against all costs, expenses, court costs, counsel fees, para-professional fees (including, but not limited to, all trial, appellate and bankruptcy levels and whether or not suit be instituted), expenses and liabilities incurred or rising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. Usage of any District amenity facilities for individuals under age 15 requires an adult at least 18 years of age to be present while the facility is being used. The undersigned acknowledges that the undersigned has had an opportunity to ask questions. Any questions the undersigned has asked have been answered to the undersigned's complete satisfaction.

The undersigned has read this Agreement, fully understands its terms, acknowledges, and understands the risks set forth herein and knowingly agrees to assume and accept full responsibility for such risks. If any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Signature

Date: _____

Printed Name

**Cross Creek
Community Development District**

Consideration of Fiscal Year 2023
Audit Engagement Letter



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

August 31, 2023

Cross Creek Community Development District
PFM Group Consulting LLC
3501 Quadrangle Blvd, Suite 270
Orlando, FL 32817

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines and Frank (“we”) audit the financial statements of Cross Creek Community Development District, (the “District”), which comprise governmental activities and each major fund as of and for the years ended September 30, 2023, 2024, and 2025, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the years ending September 30, 2023, 2024, and 2025.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA



Cross Creek Community Development District
August 31, 2023
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and Generally Accepted Governmental Auditing Standards.



Cross Creek Community Development District
August 31, 2023
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. 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 District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Cross Creek Community Development District
August 31, 2023
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this engagement letter; and
- 2. That it believes 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.

Reporting

We will issue a written report upon completion of our audit of Cross Creek Community Development District's financial statements. Our report will be addressed to the Board of Cross Creek Community Development District. 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, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Cross Creek Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Venessa Ripoll. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report, which must be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by May 15, 2024, and if the draft is timely reviewed by Management, the District shall receive the final audit by June 15, 2024.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.



Cross Creek Community Development District
August 31, 2023
Page 5

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2023 will not exceed \$4,085, unless the scope of the engagement is changed, the assistance which of Cross Creek Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee for the years ended September 30, 2024 and 2025 will not exceed \$4,085. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Cross Creek Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Cross Creek Community Development District, of Cross Creek Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Cross Creek Community Development District
August 31, 2023
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Cross Creek Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Cross Creek Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Cross Creek Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this engagement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Cross Creek Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, of Cross Creek Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Cross Creek Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Cross Creek Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Cross Creek Community Development District
August 31, 2023
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

_____, _____



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER
CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
DATED AUGUST 31, 2023**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of 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; and
- 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; and
- d. Upon completion of the 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 or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public 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.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**PFM GROUP CONSULTING LLC
3501 QUADRANGLE BLVD, SUITE 270
ORLANDO, FL 32817
TELEPHONE: 407-723-5900
EMAIL: RECORDREQUEST@PFM.COM**

Auditor: _



**District: Cross Creek Community
Development District**

Title: Director

Title: _____

Date: August 31, 2023

Date: _____

**Cross Creek
Community Development District**

Review and Consideration of
Loan Agreement and Promissory Note

LOAN AGREEMENT AND PROMISSORY NOTE

THIS LOAN AGREEMENT AND PROMISSORY NOTE (the “Note” or “Loan Agreement”) is made this ____ day of October, 2023, by and between Cross Creek Development, Inc. (hereinafter, known as “LENDER”), a Florida Corporation organized under the laws of the State of Florida and CrossCreek CDD (hereinafter, known as “BORROWER”). BORROWER and LENDER shall collectively be known herein as “the Parties.” In determining the rights and duties of the Parties under this Note, the entire document must be read as a whole.

WHEREAS, BORROWER, is seeking a short-term loan to be used for operational costs in the below specified amount.

PROMISSORY NOTE

FOR VALUE RECEIVED, BORROWER promises to repay to the order of LENDER, the sum of \$60,000.00 U.S. dollars together with interest thereon at a rate of prime + .5% accrued during the lifetime of the loan.

ADDITIONAL LOAN TERMS

The BORROWER and LENDER, hereby further set forth their rights and obligations to one another under this Loan Agreement and Promissory Note and agree to be legally bound as follows:

A. Principal Loan Amount of \$60,000.00 (Sixty thousand dollars and 00/100 USD).

B. Accrued Debt Note Amount: LENDER will provide funding as requested by the BORROWER. This amount cannot exceed the limit in paragraph A. The maximum value of the Note will be the debt of the maximum in paragraph A above.

C. Loan Repayment Terms.

BORROWER will make payment to LENDER in one lump payment sum on January 31, 2024 or as mutually agreed upon in writing by the Parties. BORROWER to pay interest only on the outstanding principal, payment due on the 5th day of each month following the first disbursement of funds. BORROWER may make full payment of the loan prior to January 31, 2024 without penalty.

D. Method of Loan Payment.

The BORROWER shall make the payment under this Loan Agreement by sending check or wire pursuant to instructions provided by LENDER under separate cover. BORROWER will request payment instructions from LENDER.

E. Default.

The occurrence of any of the following events shall constitute a default by the BORROWER of the terms of this Loan Agreement:

- 1) BORROWER’S failure to pay the amount due as principal or interest on the date required under this Loan Agreement.
- 2) BORROWER seeks an order of relief under the Federal Bankruptcy laws.
- 3) A federal tax lien is filed against the assets of BORROWER.

F. Additional Provisions Regarding Default.

- 1) Addressee and Address to which LENDER is to give BORROWER written notice of default:

Cross Creek Community Development District
C/O PFM Group Consulting LLC
3501 Quadrangle Blvd., Suite 270
Orlando FL 32817
Ph. [\(407\) 723-5900](tel:4077235900)

If BORROWER gives written notice to LENDER that a different address shall be used, LENDER shall use that address for giving notice of default (or any other notice called for herein) to BORROWER.

2) Cure of Default.

Upon default, LENDER shall give BORROWER written notice of default. Mailing of written notice by LENDER to BORROWER via U.S. Postal Service Certified Mail shall constitute prima facie evidence of delivery. BORROWER shall have 15 days after receipt of written notice of default from LENDER to cure said default. In the case of default due solely to BORROWER's failure to make timely payment as called for in this Loan Agreement, BORROWER may cure the default by making payment of the principal and accrued interest whose payment to LENDER is overdue under the Loan Agreement and, also, the late-payment penalty described below.

3) Penalty for Late Payment.

There shall also be imposed upon BORROWER a 1% penalty for any late payment computed upon the amount of any principal and accrued interest whose payment to LENDER is overdue under this loan agreement and for which LENDER has delivered a notice of default to BORROWER.

4) Indemnification of Attorneys' Fees and Out-of-Pocket Costs.

Should any party materially breach this Loan Agreement, the non-breaching party shall be indemnified by the breaching party for its reasonable attorneys' fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this Loan Agreement. The term "out-of-pocket costs," as used herein, shall not include lost profits. A default by BORROWER which is not cured within 15 days after receiving a written notice of default from LENDER constitutes a material breach of this Loan Agreement by BORROWER.

G. Parties That Are Not Individuals.

If any Party to this Loan Agreement is other than an individual (i.e., a corporation, a Limited Liability Company, a Partnership, or a Trust), said Party, and the individual signing on behalf of said Party, hereby represents and warrants that all steps and actions have been taken under the entity's governing instruments to authorize the entry into this Loan Agreement. Breach of any representation contained in this paragraph is considered a material breach of the Loan Agreement.

H. Integration.

This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations, and warranties, express or implied, oral, or written, with respect to the subject matter hereof, are superseded by this Loan Agreement. This is an integrated agreement.

I. Severability.

In the event any provision of this Loan Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Loan Agreement so as not to cause the invalidity or unenforceability of the remainder of this Loan Agreement. All remaining provisions of this Loan Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

J. Modification.

Except as otherwise provided in this document, this Loan Agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the Loan Agreement contained herein.

K. Exclusive Jurisdiction for Suit in Case of Breach.

The Parties, by entering into this Loan Agreement, submit to jurisdiction in the State of Florida, Manatee County, for adjudication of any disputes and/or claims between the Parties under this Loan Agreement. Furthermore, the Parties hereby agree that the Courts of the State of Florida, Manatee County or Middle District of Florida, U.S. District Court, shall have **exclusive** jurisdiction over any disputes between the Parties relative to this Loan Agreement, whether said disputes sound in contract, tort, or other areas of the law.

L. State Law.

This Agreement shall be interpreted under, and governed by, the laws of the State of Florida.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, BORROWER and LENDER affix their signatures hereto.

BORROWER:

Cross Creek CDD

By: Bruce Stolarz

Title: Assistant Secretary

LENDER:

Cross Creek Development Inc.

By:

Title:

Cross Creek Community Development District

Review and consideration of
Pond Maintenance Proposals



AQUATIC MANAGEMENT AGREEMENT

This agreement is made between DeAngelo Contracting Services, LLC ("DCS") and "CUSTOMER".

Cross Creek CDD
4000 Creekside Park Dr
Parrish, FL 34219

Contact: Venessa Ripoll Phone: (407) 723-5900

Both CUSTOMER and DCS agree to the following:

1. Site Locations: DCS will provide aquatic management services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement dated September 5th, 2023 at the following aquatic site(s): (14) Ponds
 - a. 4000 Creekside Park Dr
2. Contract Services: CUSTOMER agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:

Description	
Algae and Aquatic Weed Control	Included
Floating Vegetation Control	Included
Submersed Vegetation Control	Included
Border Grass and Brush Control to Water's Edge	Included
Water Testing	Included
Aquatics Consulting	Included
Post Treatment Report (PTR) emailed or left on site.	Included
Fish Stocking (Bass, Bream, etc.)	Optional
Plantings (Duck Potato, Pickerelweed, etc)	Optional
Trash Pickup	Optional

Annual Program Investment: \$13989.24 per year or \$1165.77 per month

We will perform 12 treatments per year.

Scheduled Site Visits Per Month

January	1	February	1	March	1	April	1	May	1	June	1
July	1	August	1	September	1	October	1	November	1	December	1

3. Contract Terms: The term of this Agreement shall start the month immediately following the contract signed date for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

4. Automatic Renewal: At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DCS as outlined in Paragraph 11.

5. Safety: DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations, and BMP -Best Management Practices for aquatics.

6. Insurance: DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.
7. Address Change: If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.
8. Management Change: If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.
9. Schedule of Payment and Penalties for past due invoices: CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 100 N Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.
10. Default: If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DCS may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.
11. Termination Procedure: This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 100 N Conahan Drive., Hazleton, PA 18201. DCS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DCS. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.
12. OTHER ITEMS:
- a. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
- b. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DCS harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events such as weather patterns, water temperature, depth and quality, amount and type of plant growth, and fish community structure. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DCS harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DCS.
13. Fuel Surcharge: A fuel surcharge of 2% will be added to your monthly billing amount, up to a maximum of \$75.00 per month. This surcharge will remain in effect at any time the national average of regular unleaded fuel exceeds \$3.75 per gallon.

14. Contract Documents: This Agreement constitutes the entire Agreement of DCS and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

Jake Perrone
DEANGELO CONTRACTING SERVICES

CUSTOMER

Jake Perrone
PRINT NAME

PRINT NAME

9/5/2023
DATE

DATE

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

Cross Creek CDD Pond Maintenance



1

2

3

4

5

6

7

8

9

10

11

12

14

13

Lake Sawyer

Lake Nolan



The Lake Doctors, Inc.
Aquatic Management Services®

Sarasota Office
6371 Danner Drive
Sarasota, FL 34240
Tel: 941-377-0658
Sarasota@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

TEP/ACCT#728059/ R

This Agreement, made this _____ day of _____ 2022 is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and
PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE** () _____

EMAIL ADDRESS _____ **EMAIL INVOICE: YES OR NO**

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO **THIRD PARTY INVOICING PORTAL: YES OR NO**

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Fourteen (14) associated with Cross Creek CDD Parrish, FL

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. **Service will cease effective (September 1, 2023) if the signed Agreement is not returned.**

Note - #11 on Terms & Conditions does not apply.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1.	Underwater and Floating Vegetation Control Program	\$	\$1,800 Per Month
2.	Shoreline Grass and Brush Control Program	\$	INCLUDED
3.	Additional Treatments, if Required	\$	INCLUDED
4.	Free Callback Service	\$	INCLUDED
5.	Monthly Written Service Reports	\$	INCLUDED
	Total of Services Accepted	\$	\$1,800.00 Per Month

\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$1,800.00**, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.

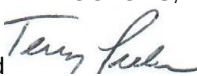
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.

- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **(Return September 15, 2023)**.

- F. **The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof.** Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed 
Terry Peeler, Sales Manager

Signed _____ Dated _____
Name _____

OFFICE/CUSTOMER

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.

**Cross Creek
Community Development District**

Ratification of
District Management Fee Agreement



July 1, 2023

Mr. Charles Tokarz
Chairman of the Board of Supervisors
Cross Creek Community Development District
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Dear Mr. Tokarz:

Thank you for the opportunity to continue serving as District Manager to the Cross Creek Community Development District (the "District"). The agreement in place between our firm and the District dated January 22, 2019 provides for the review and adjustment annually of our fees pursuant to the District's annual budget process. We are respectfully requesting a fee increase from \$30,000 to \$33,000 for the year.

Please note this change will be effective on the billing for October 2023, in conjunction with the District's new Fiscal Year.

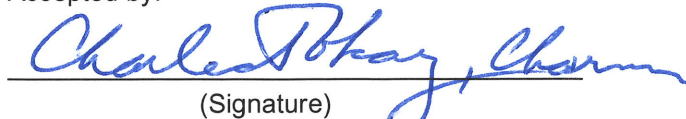
Provided the changes are acceptable, please have an authorized official of the District sign and return a copy of this letter to us to acknowledge the increase.

Sincerely,

PFM GROUP CONSULTING LLC

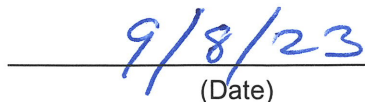

Senior District Manager

Accepted by:


(Signature)



(Print Name)



(Date)

pfm

3501 Quadrangle Blvd.
Suite 270
Orlando, FL 32817
407.723.5900

pfm.com

**Cross Creek
Community Development District**

Ratification of Payment Authorizations 219 - 224

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

AUG 24 2023

Payment Authorization No. 219

8/10/2023

Item No.	Vendor	Invoice Number	General Fund FY 2023
1	Manatee County Utilities (paid online)		
	4000 CREEKSIDE PARK DR; 06/20/23-07/19/23	Acct: 187908-133094	\$ 652.12 ✓
	12501 RYEGRASS LOOP; 06/20/23-07/19/23	Acct: 187908-134766	\$ 36.32 ✓
	12515 FRESHWATER RUN; 06/21/23-07/24/23	Acct: 187908-134768	\$ 132.49 ✓
2	PFM Group Consulting LLC		
	District Management Fee: July 2023	DM-07-2023-14	\$ 2,500.00 ✓
3	Southwest Maintenance Services		
	Cleaning Services: June 2023	6100	\$ 480.00 ✓
	Cleaning Services: August 2023	8150	\$ 480.00 ✓

TOTAL

\$ 4,280.93

APPROVED: C. Chavez 9/1/23

Venessa Ripoll

Charles Ray, Chairman
Board Member

C
9/1/23

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 220
8/17/2023

Item No.	Vendor	Invoice Number	General Fund FY 2023
1	Blanton Plumbing Backflow Inspection	12796	\$ 250.00 ✓
2	McClatchy Company Legal Advertising on 08/22/23 (Ad: IPL0133392)	449769	\$ 86.58 ✓
3	Peace River Electric (paid online) 3693 CREEKSIDE PARK DR; 07/05/23-08/04/23	Acct: 186140001	\$ 291.41 ✓
4	Starner Pools Pool Motor Installation Black Algae Removal	28609 28618	\$ 742.00 ✓ \$ 325.00 ✓
5	VenturesIn.com, Inc. Website Maintenance: August 2023	46486	\$ 80.00 ✓
TOTAL			\$ 1,774.99

APPROVED. C. Ortiz 9/1/23

Charles Ortiz, Chairman
Board Member

©
9/12/23

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 221
8/31/2023

Item No.	Vendor	Invoice Number	General Fund FY 2023
1	Hoover Pumping Systems		
	Pump Station Repairs	175414	\$ 101,957.31 ✓
	Pump Station Repairs	175686	\$ 6,885.57 ✓
2	PFM Group Consulting LLC		
	Billable Expenses: July 2023	126554	\$ 191.63 ✓
	Assessment Notices Mailing	126569	\$ 193.20 ✓
	District Management Fee: August 2023	DM-08-2023-14	\$ 2,500.00 ✓
3	Riverside Appraisal Services		
	Parcels (3) Appraisal	23370	\$ 2,500.00 ✓
4	Turner Pest Control		
	Rodent Prevention	61763743	\$ 80.00 ✓

TOTAL	\$ 114,307.71
--------------	----------------------

APPROVED: C. Chavez 9/22/23

Charles P. Chavez
Board Member

9/14/23

9/27/23

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 222
9/8/2023

SEP 11 2023

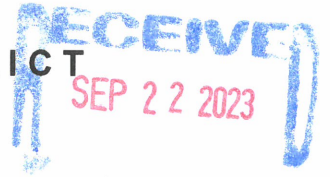
Item No.	Vendor	Invoice Number	General Fund FY 2023
1	The Lake Doctors Water Management: September 2023	122356B	\$ 630.00 ✓
2	Landscape Maintenance Professionals Irrigation Repairs on 08/29/23 Irrigation Repairs on 09/05/23 Landscape Maintenance: September 2023	178427 178428 178018	\$ 89.67 ✓ \$ 622.12 ✓ \$ 14,245.00 ✓
3	McClatchy Company Legal Advertising on 08/01/23 (Ad: 1605134)	209855	\$ 175.00 ✓
4	Peace River Electric (paid online) 12220 SILKWOOD WAY; 07/11/23-08/10/23 4601 CREEKSIDE PARK DR; 07/11/23-08/10/23 12400 SILKWOOD WAY; 07/11/23-08/10/23	Acct:158231001 Acct:158231002 Acct:158231008	\$ 77.81 ✓ \$ 50.35 ✓ \$ 40.23 ✓
5	Persson, Cohen, Mooney, Fernandez & Jackson District Counsel: August 2023	4032	\$ 1,750.00 ✓
6	PFM Group Consulting LLC Postage: July 2023	OE-EXP-08-2023-12	\$ 211.05 ✓
7	Starnier Pools Pool Maintenance: August 2023 Pool Maintenance: September 2023	28664 28665	\$ 550.00 ✓ \$ 1,100.00 ✓
8	Suburban Propane Propane Delivery - 08/22/23	417323	\$ 142.97 ✓
9	VenturesIn.com, Inc. Website Maintenance: September 2023	46524	\$ 80.00 ✓
TOTAL			\$ 19,764.20

APPROVED 09/15/23

Charles H. Hays
Board Member

9/12/23

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT



Payment Authorization No. 223
9/15/2023

Item No.	Vendor	Invoice Number	General Fund FY 2023	General Fund FY 2024
1	Envera Clubhouse Alarm Monitoring: October 2023	732222		\$ 675.28✓
2	Landscape Maintenance Professionals Irrigation Repairs on 09/01/23 Irrigation Repairs on 09/09/23 Irrigation Repairs on 09/12/23	178455 178530 178532	\$ 257.29✓ \$ 276.22✓ \$ 927.45✓	
3	Manatee County Utilities (paid online) 4000 CREEKSIDE PARK DR; 07/19/23-08/18/23 12501 RYEGRASS LOOP; 07/19/23-08/18/23 12515 FRESHWATER RUN; 07/24/23-08/21/23	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 828.93✓ \$ 36.32✓ \$ 105.95✓	
4	Peace River Electric (paid online) 4100 CREEKSIDE PARK DR; 07/24/23-08/24/23 4890 GOLF COURSE RD; 07/26/23-08/25/23 02-040-4L-1; 07/24/23-08/24/23 12407 LARCHMERE LN; 07/19/23-08/19/23 12310 SILKWOOD WAY; 07/19/23-08/19/23 3693 CREEKSIDE PARK DR; 08/04/23-09/04/23	Acct: 158231004 Acct: 158231005 Acct: 158231006 Acct: 158231007 Acct: 158231009 Acct: 186140001	\$ 1,286.31✓ \$ 59.43✓ \$ 1,180.18✓ \$ 39.10✓ \$ 35.12✓ \$ 283.80✓	
5	PFM Financial Advisors Re-amortization Services: Series 2016 Through 08/01/23	126780	\$ 250.00✓	
6	PFM Group Consulting LLC District Management Fee: September 2023 Postage: August 2023	DM-09-2023-14 OE-EXP-09-2023-09	\$ 2,500.00✓ \$ 1.89✓	
7	Southwest Maintenance Services Cleaning Services: September 2023	8986	\$ 480.00✓	

Subtotal \$ 8,547.99 \$ 675.28

TOTAL \$9,223.27

APPROVED: C. Chmz 9/29/23

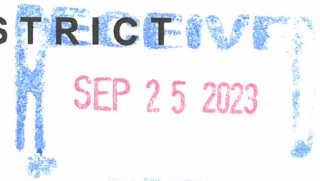
Venessa Ripoll

10/2/23

Charles Ray, Chairman
Board Member

C 9/26/23

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 224
9/21/2023

Item No.	Vendor	Invoice Number	General Fund FY 2024
1	PFM Group Consulting LLC Billable Expenses: August 2023	126843	\$ 66.87 ✓
2	Suburban Propane Annual Bulk Tank Rental	208493	\$ 96.00 ✓

TOTAL	\$ 162.87
--------------	------------------

APPROVED: C. Chavez 9/29/23

Venessa Ripoll

Charles Ray, Chairman
Board Member

OP 10/2/23 *C 9/25/23*

**Cross Creek
Community Development District**

Review of District Financial Statements

Cross Creek CDD
Statement of Financial Position
As of 9/30/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$117,882.15				\$117,882.15
Assessments Receivable	4,272.22				4,272.22
Prepaid Expenses	1,346.87				1,346.87
Debt Service Reserve 2007A Bond		\$14,788.56			14,788.56
Debt Service Reserve 2007B Bond		9,538.75			9,538.75
Debt Service Reserve 2016AB Bond		220,444.39			220,444.39
Revenue 2007AB Bond		16,356.51			16,356.51
Revenue 2016AB Bond		9,734.82			9,734.82
Interest 2016AB Bond		2,448.15			2,448.15
Prepayment 2016A Bond		1,000.18			1,000.18
Sinking Fund 2016A Bond		17.20			17.20
Total Current Assets	\$123,501.24	\$274,328.56	\$0.00	\$0.00	\$397,829.80
<u>Investments</u>					
Amount Available in Debt Service Funds				\$274,328.56	\$274,328.56
Amount To Be Provided				160,671.44	160,671.44
Total Investments		\$0.00	\$0.00	\$435,000.00	\$435,000.00
Total Assets	\$123,501.24	\$274,328.56	\$0.00	\$435,000.00	\$832,829.80
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$124,448.09				\$124,448.09
Deferred Revenue	4,272.22				4,272.22
Total Current Liabilities	\$128,720.31	\$0.00	\$0.00	\$0.00	\$128,720.31
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$435,000.00	\$435,000.00
Total Long Term Liabilities		\$0.00	\$0.00	\$435,000.00	\$435,000.00
Total Liabilities	\$128,720.31	\$0.00	\$0.00	\$435,000.00	\$563,720.31
<u>Net Assets</u>					
Net Assets, Unrestricted	(\$48,936.70)				(\$48,936.70)
Current Year Net Assets, Unrestricted	41,630.30				41,630.30
Net Assets - General Government	83,609.25				83,609.25
Current Year Net Assets - General Government	(81,521.92)				(81,521.92)
Fund Balance - Unreserved		(\$1,185,850.00)			(1,185,850.00)
Net Assets, Unrestricted		4,839,940.83			4,839,940.83
Current Year Net Assets, Unrestricted		(62,354.27)			(62,354.27)
Net Assets - General Government		(3,317,408.00)			(3,317,408.00)
Net Assets, Unrestricted			(\$1,905,948.00)		(1,905,948.00)
Net Assets - General Government			1,905,948.00		1,905,948.00
Total Net Assets	(\$5,219.07)	\$274,328.56	\$0.00	\$0.00	\$269,109.49
Total Liabilities and Net Assets	\$123,501.24	\$274,328.56	\$0.00	\$435,000.00	\$832,829.80

Cross Creek CDD
Statement of Activities
As of 9/30/2023

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$417,338.62				\$417,338.62
Other Revenue	41,630.30				41,630.30
Developer Contributions	2,500.00				2,500.00
Other Income & Other Financing Sources	11,926.00				11,926.00
On-Roll Assessments		\$46,460.08			46,460.08
Off-Roll Assessments		13,743.67			13,743.67
Other Assessments		42,161.34			42,161.34
Total Revenues	<u>\$473,394.92</u>	<u>\$102,365.09</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$575,760.01</u>
<u>Expenses</u>					
Public Officials' Insurance	\$2,892.00				\$2,892.00
Trustee Services	5,387.50				5,387.50
District Management	30,000.00				30,000.00
Disclosure Agent	3,000.00				3,000.00
District Counsel	17,194.00				17,194.00
Assessment Administration	5,000.00				5,000.00
Reamortization Schedule	375.00				375.00
Audit	4,400.00				4,400.00
Janitorial Service	5,760.00				5,760.00
Postage & Shipping	485.05				485.05
Legal Advertising	1,411.83				1,411.83
Contingency	115,563.91				115,563.91
Web Site Maintenance	989.99				989.99
Dues, Licenses, and Fees	194.15				194.15
Principal Payments	10,500.00				10,500.00
Interest Payments	311.99				311.99
Security	7,867.20				7,867.20
Electric	41,069.04				41,069.04
Gas	238.97				238.97
Water	8,219.81				8,219.81
Amenity - Insurance	7,781.00				7,781.00
Amenity - Dues & License	375.00				375.00
Pool Maintenance	15,102.82				15,102.82
General Liability Insurance	3,826.00				3,826.00
Lake Maintenance	7,560.00				7,560.00
Landscaping Maintenance & Material	144,274.90				144,274.90
Landscape Improvements	37,901.72				37,901.72
Equipment Repair & Maintenance	34,620.23				34,620.23
Pest Control	1,040.00				1,040.00
Principal Payment		\$145,000.00			145,000.00
Interest Payments		30,450.00			30,450.00
Total Expenses	<u>\$513,342.11</u>	<u>\$175,450.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$688,792.11</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$55.57				\$55.57
Interest Income		\$10,624.34			10,624.34
Net Increase (Decrease) in FV of Inv		106.30			106.30
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$55.57</u>	<u>\$10,730.64</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$10,786.21</u>
Change In Net Assets	(\$39,891.62)	(\$62,354.27)	\$0.00	\$0.00	(\$102,245.89)
Net Assets At Beginning Of Year	<u>\$34,672.55</u>	<u>\$336,682.83</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$371,355.38</u>
Net Assets At End Of Year	<u>(\$5,219.07)</u>	<u>\$274,328.56</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$269,109.49</u>

Cross Creek CDD
Budget to Actual
For the Month Ending 9/30/2023

	Year To Date			FY 2023
	Actual	Budget	Variance	Adopted Budget
<u>Revenues</u>				
Assessments	\$ 417,338.62	\$ 416,061.00	\$ 1,277.62	\$ 416,061.00
Other Revenue	41,630.30	-	41,630.30	-
Developer Contributions	2,500.00	-	2,500.00	-
Other Income and Financing Sources	11,926.00	-	11,926.00	-
Net Revenues	\$ 473,394.92	\$ 416,061.00	\$ 57,333.92	\$ 416,061.00
<u>General & Administrative Expenses</u>				
Public Officials' Insurance	\$ 2,892.00	\$ 3,228.00	\$ (336.00)	\$ 3,228.00
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	-	7,250.00	(7,250.00)	7,250.00
Engineering	-	500.00	(500.00)	500.00
Disclosure Agent	3,000.00	4,000.00	(1,000.00)	4,000.00
Property Appraiser	-	500.00	(500.00)	500.00
District Counsel	17,194.00	8,000.00	9,194.00	8,000.00
Assessment Administration	5,000.00	5,000.00	-	5,000.00
Reamortization Schedule	375.00	500.00	(125.00)	500.00
Audit	4,400.00	4,400.00	-	4,400.00
Arbitrage Calculation	-	500.00	(500.00)	500.00
Postage & Shipping	485.05	100.00	385.05	100.00
Copies	-	25.00	(25.00)	25.00
Legal Advertising	1,411.83	450.00	961.83	450.00
Office Supplies	-	150.00	(150.00)	150.00
Web Site Maintenance	989.99	480.00	509.99	480.00
Dues, Licenses, and Fees	194.15	175.00	19.15	175.00
Interest Payments	311.99	500.00	(188.01)	500.00
Principal Payment	10,500.00	10,500.00	-	10,500.00
Total General & Administrative Expenses	\$ 82,141.51	\$ 84,758.00	\$ (2,616.49)	\$ 84,758.00
<u>Field Expenses</u>				
Contingency/Property Improvements	\$ 115,563.91	\$ 68,500.00	\$ 47,063.91	\$ 68,500.00
Electric	41,069.04	38,152.00	2,917.04	38,152.00
Gas	238.97	100.00	138.97	100.00
Water	8,219.81	12,000.00	(3,780.19)	12,000.00
Pool Maintenance	15,102.82	10,000.00	5,102.82	10,000.00
Contingency	-	11,625.00	(11,625.00)	11,625.00
General Liability Insurance	3,826.00	4,271.00	(445.00)	4,271.00
Amenity - Property Insurance	7,781.00	7,318.00	463.00	7,318.00
Amenity - Dues	375.00	375.00	-	375.00
Janitorial/Cleaning	5,760.00	9,800.00	(4,040.00)	9,800.00
Camera/Monitoring	7,867.20	7,704.00	163.20	7,704.00
Lake Maintenance	7,560.00	15,000.00	(7,440.00)	15,000.00
Landscape Maintenance	144,274.90	110,316.00	33,958.90	110,316.00
Landscape Improvements/Irrigation Repair	72,521.95	35,142.00	37,379.95	35,142.00
Pest Control	1,040.00	1,000.00	40.00	1,000.00
Total Field Expenses	\$ 431,200.60	\$ 331,303.00	\$ 99,897.60	\$ 331,303.00
Total General, Administrative Expenses & Field Expense	\$ 513,342.11	\$ 416,061.00	\$ 97,281.11	\$ 416,061.00
Total Expenses	\$ 513,342.11	\$ 416,061.00	\$ 97,281.11	\$ 416,061.00
Income (Loss) from Operations	\$ (39,947.19)	\$ -	\$ (39,947.19)	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ 55.57	\$ -	\$ 55.57	\$ -
Total Other Income (Expense)	\$ 55.57	\$ -	\$ 55.57	\$ -
Net Income (Loss)	\$ (39,891.62)	\$ -	\$ (39,891.62)	\$ -