

Cross Creek Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900, Fax: 407-723-5901

www.crosscreekcdd.org

The meeting of the Board of Supervisors of **Cross Creek Community Development District** will be held **Monday August 23, 2021 at 11:00 a.m. at 1651 Whitfield Avenue, Suite 200, Sarasota, FL 34243**. The following is the proposed agenda for this meeting.

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

Call in number: 1-844-621-3956

Passcode: 792 560 599 #

Join from the meeting link

<https://pfmgroupp.webex.com/join/ripolly>

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 June 1, 2021 Board of Supervisors' Meeting

Business Matters

2. Review & Acceptance of Fiscal Year 2020 Audit Report
3. Public Hearing on the Adoption of the District's Annual Budget & Imposition of Special Assessment
 - 1) Public Comments and Testimony
 - 2) Board Comments
 - 3) Consideration of Resolution 2021-08, Adopting the Fiscal Year 2022 Budget and Appropriating Funds
4. Consideration of Resolution 2021-09, Imposing Special Assessments and Certifying an Assessment Roll
5. Consideration of Resolution 2021-10, Adopting the Annual Meeting Schedule for Fiscal Year 2021-2022
6. Ratification of Termination Letter to Longboat Aquatics, Corp.
7. Ratification of the Lake Doctors Inc. Proposal



8. Ratification of Payment Authorizations 112-- 121
9. 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 June 1, 2021
Board of Supervisors' Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT SPECIAL BOARD OF SUPERVISORS MEETING

Tuesday, June 1, 2021

11:00 A.M.

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

Board Members Present via speaker phone or in person:

Charlie Tokarz	Chairperson
Connor Chambers	Vice Chairperson
Kathy Beccia	Assistant Secretary
Samantha Cortese	Assistant Secretary (joined at 11:06 a.m.)

Also present were:

Venessa Ripoll	Assistant DM - PFM Group Consulting, LLC	
Andy Cohen	District Counsel- Persson Cohen & Mooney, P.A.	
Amy Champagne	PFM Group Consulting, LLC	(via phone)
Geoffrey Jonsson	Medallion Home	
Chris Chavez	Medallion Home	
Charlie McKinnies	Medallion Home	
Tabitha Callis	Medallion Home	

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The meeting was called to order at 11:04 a.m. and roll call was initiated.

Public Comment Period

There were no Public Comments at this time.

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

The Board reviewed the Minutes from the February 23, 2021 Board of Supervisors Meeting.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved the Minutes of the February 23, 2021 Board of Supervisors Meeting, as presented.

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

The Board reviewed the Minutes from the February 23, 2021 Auditor Selection Committee Meeting. Mr. Cohen provided edits. Ms. Cortese joined the meeting at 11:06 a.m.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved the Minutes of the February 23, 2021 Auditor Selection Committee, as amended.

SECOND ORDER OF BUSINESS

Business Matters

Consideration of Resolution 2021-07, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing

Ms. Ripoll suggested August 24, 2021 as the Public Hearing date. Mr. Tokarz cannot make that date. A discussion took place about the date for the public hearing. The Public Hearing date will be changed to August 23, 2021 at 11:00 a.m. at this location.

The Board reviewed the Preliminary Budget and provided changes to line items. Mr. Tokarz requested to reduce the Principal Payment on the Loan outstanding to \$10,250, increase Janitorial Cleaning to \$9,800.00, increase lake maintenance to \$15,000.00, increase Landscape Improvements and Irrigation Repair to \$50,000.00, and increase Contingency to \$15,000.00.

The updated Preliminary Budget amount for Fiscal Year 2022 is \$377,419.00. Ms. Ripoll stated this raises assessment, therefore the District will send out mailed notices and an expanded advertisement. Ms. Champagne asked the Board to send her the CO'd numbers so she can calculate the assessment to confirm whether or not it is increasing. Mr. Cohen stated the District needs to send a notice 30 days prior to the Public Hearing. If the Assessments stay flat or decrease the District will not be required to do mailed notices and the ad will be much simpler and cheaper.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved Resolution 2021-07, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date for August 13, 2021 at 11:00 a.m. at this location.

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

As of April 20, 2021, the District had 331 registered voters. Next year the District will have a General Election and 2 seats will transition to resident controlled. No action is required by the Board.

**Ratification of the Longboat
Aquatics, Corp Agreement**

Mr. Cohen presented the Longboat Aquatics, Corp Agreement.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board ratified the Longboat Aquatics, Corp Agreement.

**Ratification of Payment
Authorizations 97-111**

The Board reviewed Payment Authorizations 97-111. There are contractual obligations and have been signed by the Chair and just need to be ratified by the Board.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board ratified Payment Authorizations 97-111.

**Review of District Financial
Statements**

Ms. Ripoll explained that these Financial Statements are through April 30, 2021. There was no action required by the Board.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- Mr. Cohen presented the engagement letter for District Counsel.

On MOTION by Mr. Chambers, seconded by Ms. Beccia, with all in favor, the Board approved the Engagement Letter for District Counsel.

District Engineer- N/A

District Manager- Ms. Ripoll noted the next scheduled meeting is June 22, 2021. She will work with the District Chair to see if that meeting is needed and or cancelled. Management will proceed with the Budget Public Hearing meeting advertisement scheduled for August 23, 2021 at 11:00AM at this location.

FOURTH ORDER OF BUSINESS

**Supervisor Requests and
Audience Comments**

There were no audience comments or Supervisor requests.

FIFTH ORDER OF BUSINESS

Adjournment

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

On MOTION by Ms. Beccia, seconded by Ms. Cortese, with all in favor, the Board adjourned the June 1, 2021 Special Board of Supervisors Meeting for Cross Creek Community Development District at 11:22 a.m.

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

**Cross Creek
Community Development District**

Review & Acceptance of Fiscal Year 2020 Audit
Report

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2020**

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Cross Creek Community Development District
Manatee County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Cross Creek Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2020, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 7, 2021, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 7, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Cross Creek Community Development District, Manatee County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2020. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$1,094,673.
- The change in the District's total net position in comparison with the prior fiscal year was \$1,639,026, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2020, the District's governmental funds reported a combined ending fund balance of \$614,474, a decrease of (\$137,325) in comparison with the prior fiscal year. The fund balance is non-spendable for prepaid items, restricted for debt service and capital projects, and the remainder is unassigned deficit fund balance in the general fund.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment and Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, which are all considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION		SEPTEMBER 30,	
	2020	2019	
Current and other assets	\$ 654,647	\$ 766,628	
Capital assets, net of depreciation	7,541,704	7,944,456	
Total assets	8,196,351	8,711,084	
Current liabilities	215,678	250,437	
Long-term liabilities	6,886,000	9,005,000	
Total liabilities	7,101,678	9,255,437	
Net Position			
Net investment in capital assets	656,598	(1,059,781)	
Restricted	461,370	512,836	
Unrestricted	(23,295)	2,592	
Total net position	\$ 1,094,673	\$ (544,353)	

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2020	2019
Revenues:		
Program revenues		
Charges for services	\$ 2,700,224	\$ 1,891,090
Operating grants and contributions	50,461	32,314
Capital grants and contributions	5	12
Total revenues	2,750,690	1,923,416
Expenses:		
General government	122,625	74,549
Maintenance and operations	545,391	539,517
Interest	442,029	578,262
Loan costs	1,619	-
Total expenses	1,111,664	1,192,328
Change in net position	1,639,026	731,088
Net position - beginning	(544,353)	(1,275,441)
Net position - ending	\$ 1,094,673	\$ (544,353)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2020 was \$1,111,664. The costs of the District's activities were primarily funded by program revenues. Program revenues, comprised primarily of assessments, increased during the current fiscal year as a result of an increase in prepaid assessment revenue. In total, expenses, including depreciation, decreased from the prior fiscal year, the majority of the decrease was the result of a decrease in interest expense. Based on the amortization schedule of the Bonds, as the balance outstanding of the Bonds decreases over time, the portion of each debt service payment allocated to principal increases accordingly thereby decreasing the amount allocated to interest.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2020 was amended to increase revenues by \$45,186, increase appropriations by \$122,023 and increase Developer advances by \$40,665. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2020.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2020, the District had \$9,151,040 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$1,609,336 has been taken, which resulted in a net book value of \$7,541,704. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2020, the District had \$6,845,000 in Bonds outstanding and \$41,000 in a commercial loan outstanding. The District obtained a commercial loan of \$41,000 in the current fiscal year. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

Subsequent to fiscal year end, the District is considering contracting its boundaries but the matter has not been finalized as of the report date.

CONTACTING THE DISTRICTS FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Cross Creek Community Development District's Finance Department at 12051 Corporate Blvd., Orlando, FL 32817.

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

	Governmental Activities
ASSETS	
Cash	\$ 14,077
Accrued interest receivable	35
Assessments receivable	1,252
Prepays	1,547
Restricted assets:	
Investments	637,736
Capital assets	
Nondepreciable	1,096,000
Depreciable, net	6,445,704
Total assets	<u>8,196,351</u>
LIABILITIES	
Accounts payable	40,173
Accrued interest payable	175,505
Non-current liabilities:	
Due within one year	1,760,500
Due in more than one year	5,125,500
Total liabilities	<u>7,101,678</u>
NET POSITION	
Net investment in capital assets	656,598
Restricted for debt service	461,370
Unrestricted	(23,295)
Total net position	<u>\$ 1,094,673</u>

See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	
Primary government:					
Governmental activities:					
General government	\$ 122,625	\$ 153,300	\$ 47,493	\$ -	\$ 78,168
Maintenance and operations	545,391	-	-	5	(545,386)
Interest on long-term debt	442,029	2,546,924	2,968	-	2,107,863
Loan costs	1,619	-	-	-	(1,619)
Total governmental activities	1,111,664	2,700,224	50,461	5	1,639,026
					Change in net position 1,639,026
					Net position - beginning (544,353)
					Net position - ending <u>\$ 1,094,673</u>

See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 14,077	\$ -	\$ -	\$ 14,077
Investments	-	636,842	894	637,736
Due from other funds	-	31	-	31
Assessments receivable	1,252	-	-	1,252
Accrued interest receivable	33	2	-	35
Prepaid items	1,547	-	-	1,547
Total assets	<u>\$ 16,909</u>	<u>\$ 636,875</u>	<u>\$ 894</u>	<u>\$ 654,678</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 40,173	\$ -	\$ -	\$ 40,173
Due to other funds	31	-	-	31
Total liabilities	<u>40,204</u>	<u>-</u>	<u>-</u>	<u>40,204</u>
Fund balances:				
Nonspendable:				
Prepaid items	1,547	-	-	1,547
Restricted for:				
Debt service	-	636,875	-	636,875
Capital projects	-	-	894	894
Unassigned	(24,842)	-	-	(24,842)
Total fund balances	<u>(23,295)</u>	<u>636,875</u>	<u>894</u>	<u>614,474</u>
Total liabilities and fund balances	<u>\$ 16,909</u>	<u>\$ 636,875</u>	<u>\$ 894</u>	<u>\$ 654,678</u>

See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

Amounts reported for governmental activities in the statement of net position are different because:

Fund balances - governmental funds		\$ 614,474
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the assets of the government as a whole.		
Cost of capital assets	9,151,040	
Accumulated depreciation	<u>(1,609,336)</u>	7,541,704
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements.		
Accrued interest payable	(175,505)	
Commercial loan payable	(41,000)	
Bonds payable	<u>(6,845,000)</u>	(7,061,505)
Net position of governmental activities		<u>\$ 1,094,673</u>

See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Assessments	\$ 153,300	\$ 2,546,924	\$ -	\$ 2,700,224
Developer/Landowner contributions	47,458	-	-	47,458
Interest	35	2,968	5	3,008
Total revenues	200,793	2,549,892	5	2,750,690
EXPENDITURES				
Current:				
General government	122,625	-	-	122,625
Maintenance and operations	142,639	-	-	142,639
Debt Service:				
Principal	40,665	2,160,000	-	2,200,665
Interest	797	501,335	-	502,132
Loan costs	1,619	-	-	1,619
Total expenditures	308,345	2,661,335	-	2,969,680
Excess (deficiency) of revenues over (under) expenditures	(107,552)	(111,443)	5	(218,990)
OTHER FINANCING SOURCES				
Transfer in (out)	-	(126)	126	-
Developer advances	40,665	-	-	40,665
Loan proceeds	41,000	-	-	41,000
Total other financing sources	81,665	(126)	126	81,665
Net change in fund balances	(25,887)	(111,569)	131	(137,325)
Fund balances - beginning	2,592	748,444	763	751,799
Fund balances - ending	\$ (23,295)	\$ 636,875	\$ 894	\$ 614,474

See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

Net change in fund balances - total governmental funds	\$ (137,325)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report the face amount of debt as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(41,000)
Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(402,752)
Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	2,160,000
The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements.	60,103
Change in net position of governmental activities	<u>\$ 1,639,026</u>

See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Cross Creek Community Development District ("the District") was created on January 24, 2006 pursuant to Ordinance 06-21 enacted by the Board of County Commissioners of the Manatee County, Florida, under the "Uniform Community Development District Act of 1980", otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2020, four of the Board members are affiliated with Medallion Homes Gulf Coast LC, affiliates of Parrish Land Trust and CC Parrish LLC ("major landowner").

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Infrastructure	20
Amenity center	20

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2020:

	Amortized cost	Maturities	Credit Risk
US Bank MMA - Managed	\$ 48,090	Not available	Not available
First American Government Obligation		Weighted average of the	
Fund CI Y	589,646	fund portfolio: 44 days	S&P AAAM
Total	<u>\$ 637,736</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2020 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land and land improvements	\$ 1,096,000	\$ -	\$ -	\$ 1,096,000
Total capital assets, not being depreciated	1,096,000	-	-	1,096,000
Capital assets, being depreciated				
Infrastructure	3,973,217	-	-	3,973,217
Amenity center	4,081,823	-	-	4,081,823
Total capital assets, being depreciated	8,055,040	-	-	8,055,040
Less accumulated depreciation for:				
Infrastructure	594,311	198,661	-	792,972
Amenity center	612,273	204,091	-	816,364
Total accumulated depreciation	1,206,584	402,752	-	1,609,336
Total capital assets, being depreciated, net	6,848,456	(402,752)	-	6,445,704
Governmental activities capital assets	\$ 7,944,456	\$ (402,752)	\$ -	\$ 7,541,704

Depreciation expense was charged to the maintenance and operations function.

NOTE 7 - LONG TERM LIABILITIES

Series 2007

During fiscal year 2007, the District issued \$10,105,000 of Special Assessment Revenue Bonds, Series 2007 consisting of \$10,205,000 Term Bonds Series 2007A due on May 1, 2039 with a fixed interest rate of 5.6% and \$28,385,000 Term Bonds Series 2007B due on May 1, 2017 with a fixed interest rate of 5.5%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the 2007A Bonds is to be paid serially commencing May 1, 2009 through May 1, 2039. The Series 2007B Bonds were paid off during the prior fiscal year.

The Series 2007A Bonds are subject to redemption at the option of the District prior to maturity in whole or in part on any interest payment date on or after May 1, 2017. The Series 2007A are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2020.

Series 2016

On December 22, 2016, the District issued \$14,060,000 of Special Assessment Revenue Bonds, Series 2016 which are comprised of \$4,465,000 of the Series 2016A Bonds due May 1, 2037 with a fixed interest rate of 5.6% and \$9,595,000 of the Series 2016B Bonds due November 1, 2021 with a fixed interest rate of 6.75%. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2016A Bonds is to be paid serially commencing May 1, 2017 through May 1, 2037 and principal on the Series 2016B Bonds is to be paid serially commencing November 1, 2017 through November 1, 2021. See Note 13 - Subsequent Events for further details regarding the full extinguishment of the Series 2016B Bonds.

The Bonds were issued to restructure and exchange the defaulted Series 2007A and 2007B Bonds (the "Exchanged Bonds") and pay certain costs associated with the issuance of the Bonds. In the course of the restructuring and exchange, the District exchanged all but \$155,000 of the outstanding Series 2007A Bonds and \$95,000 of the outstanding Series 2007B Bonds. The District used funds on hand from the Series 2007 trust accounts in order to pay off \$2,250,000 of delinquent interest, and the remaining delinquent principal and interest amounts were forgiven. This resulted in a restructuring gain of \$ 6,185,618 being recognized in a prior fiscal year.

The Series 2016 Bonds are subject to redemption at the option of the District prior to maturity. The Series 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the current fiscal year as the District collected assessments from lot closings and prepaid \$250,000 of the Series 2016B Bonds. See Note 13 - Subsequent Events for additional call amounts subsequent to the fiscal year end.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2020.

Commercial Loan

In April 2020 of the current fiscal year, the District took out a commercial loan of \$41,000 in order to purchase and install LED poles. The loan has a fixed interest rate of 4% with monthly interest payments due and payable starting May 15, 2020. Equal principal payments of \$20,500 are due on April 30, 2021 and on April 15, 2023.

NOTE 7 - LONG TERM LIABILITIES (Continued)

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2020 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2007A	\$ 100,000	\$ -	\$ 5,000	\$ 95,000	\$ 5,000
Series 2016A	3,585,000	-	130,000	3,455,000	140,000
Series 2016B	5,320,000	-	2,025,000	3,295,000	1,595,000
Commercial loan	-	41,000	-	41,000	20,500
Total	<u>\$ 9,005,000</u>	<u>\$ 41,000</u>	<u>\$ 2,160,000</u>	<u>\$ 6,886,000</u>	<u>\$ 1,760,500</u>

At September 30, 2020, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2021	\$ 1,760,500	\$ 375,092	\$ 2,135,592
2022	1,850,000	255,288	2,105,288
2023	180,500	182,758	363,258
2024	170,000	173,320	343,320
2025	180,000	163,800	343,800
2026-2030	1,045,000	657,720	1,702,720
2031-2035	1,365,000	331,240	1,696,240
2036-2039	335,000	20,440	355,440
Total	<u>\$ 6,886,000</u>	<u>\$ 2,159,658</u>	<u>\$ 9,045,658</u>

NOTE 8 – DEFICIT FUND EQUITY

The general fund had a deficit fund balance of (\$23,295) at September 30, 2020. The deficit is expected to be covered by assessments collected in the subsequent fiscal year.

NOTE 9 – RELATED PARTY TRANSACTIONS

The major landowner owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the major landowner.

The major landowner has agreed to fund the general operations of the District. In connection with that agreement, major landowner contributions to the general fund were \$47,458.

During the current fiscal year, the Developer advanced \$40,665 towards the costs for purchase and installation of the LED poles in anticipation of the commercial loan to be issued to fund it. The amount was paid back to the Developer during the current fiscal year.

NOTE 10 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the major landowner, the loss of which could have a material adverse effect on the District's operations.

NOTE 11 - MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 12 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

During the prior fiscal year, the District executed a settlement and release agreement with District Management Services, LLC wherein District Management Services, LLC agreed to remit the sum of \$5,000 to the District and the District will file a Dismissal. As of the report date, a notice of voluntary dismissal was filed but the District has not received the funds.

NOTE 13 – SUBSEQUENT EVENTS

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$160,000 of the Series 2016A Bonds and \$1,700,000 of the Series 2016B Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture. In addition, the remaining Series 2016B Bonds were fully paid off in November 2020 with the prepayment.

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final	Amounts	
REVENUES				
Assessments	\$ 186,701	\$ 186,701	\$ 153,300	\$ (33,401)
Developer/Landowner contributions	2,272	47,458	47,458	-
Interest	-	-	35	35
Total revenues	188,973	234,159	200,793	(33,366)
EXPENDITURES				
Current:				
General government	73,862	78,570	122,625	(44,055)
Maintenance and operations	115,111	230,001	142,639	87,362
Debt Service:				
Principal	-	-	40,665	(40,665)
Interest	-	800	797	3
Loan costs	-	1,625	1,619	6
Total expenditures	188,973	310,996	308,345	2,651
Excess (deficiency) of revenues over (under) expenditures	-	(76,837)	(107,552)	(30,715)
OTHER FINANCING SOURCES (USES)				
Developer advances	-	40,665	40,665	-
Loan proceeds	-	-	41,000	41,000
Total other financing sources (uses)	-	40,665	81,665	41,000
Net change in fund balances	\$ -	\$ (36,172)	(25,887)	\$ 10,285
Fund balance - beginning			2,592	
Fund balance - ending			\$ (23,295)	

See notes to required supplementary information

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2020 was amended to increase revenues by \$45,186, increase appropriations by \$122,023 and increase Developer advances by \$40,665. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2020.



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Cross Creek Community Development District
Manatee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Cross Creek Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 7, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 7, 2021



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Cross Creek Community Development District
Manatee County, Florida

We have examined Cross Creek Community Development District, Manatee County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2020. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2020.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Cross Creek Community Development District, Manatee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 7, 2021



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Cross Creek Community Development District
Manatee County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Cross Creek Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated June 7, 2021.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 7, 2021, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Cross Creek Community Development District, Manatee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Cross Creek Community Development District, Manatee County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 7, 2021

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2019.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2020.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2020.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2020. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

**Cross Creek
Community Development District**

Public Hearing on the Adoption of the District's
Annual Budget & Imposition of Special
Assessment

RESOLUTION 2021-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022 APPROVING A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2021, submitted to the Board of Supervisors (“**Board**”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (“**Proposed Budget**”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 23, 2021, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

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

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2021/2022 and/or revised projections for fiscal year 2021/2022.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as the "Budget for the Cross Creek Community Development District for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022," as adopted by the Board of Supervisors on August 23, 2021.
- d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

Section 2. Appropriations

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

TOTAL GENERAL FUND	\$_____
TOTAL DEBT SERVICE FUNDS	\$_____
TOTAL ALL FUNDS	\$_____*

*Not inclusive of any collection costs.

Section 3. Budget Amendments

Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption.

Section 4. Effective Date.

This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Cross Creek Community Development District.

PASSED AND ADOPTED THIS 23TH DAY OF AUGUST, 2021.

ATTEST:

**CROSSCREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Assistant Secretary

By: _____
Name: _____
Chair of the Board of Supervisors

Exhibit A: 2021/2022 Budget/ Debt Service/ Assessment Allocation Table

Exhibit A:
2021/2022 Budget

Cross Creek Community Development District
FY 2022 Proposed Preliminary O&M Budget
Exhibit A

	Actual through 04/30/21	Anticipated May - Sept	Anticipated FY 2021 Totals	FY 2021 Adopted Budget	FY 2022 Proposed Budget
<u>Revenues</u>					
Assessments	\$ 298,587.30	\$ 49,191.70	\$ 347,779.00	\$ 347,779.00	\$ 377,419.00
Other Income and Financing Sources	3,616.00	-	-	-	-
Net Revenues	\$ 302,203.30	\$ 49,191.70	\$ 347,779.00	\$ 347,779.00	\$ 377,419.00
<u>General & Administrative Expenses</u>					
Public Officials' Insurance	\$ 2,599.00	\$ -	\$ 2,599.00	\$ 2,723.00	\$ 2,860.00
Trustee Services	5,387.49	3,112.51	8,500.00	8,500.00	8,500.00
District Management	17,500.00	12,500.00	30,000.00	30,000.00	30,000.00
Field Management	4,200.00	3,050.00	7,250.00	7,250.00	7,250.00
Engineering	-	500.00	500.00	500.00	500.00
Dissemination Agent	2,000.00	2,000.00	4,000.00	4,000.00	4,000.00
Property Appraiser	-	500.00	500.00	500.00	500.00
District Counsel	10,283.50	3,333.33	13,616.83	8,000.00	8,000.00
Assessment Administration	5,000.00	-	5,000.00	5,000.00	5,000.00
Reamortization Schedule	-	750.00	750.00	750.00	750.00
Audit	-	6,500.00	6,500.00	6,500.00	6,500.00
Arbitrage Calculation	-	500.00	500.00	500.00	500.00
Travel and Per Diem	-	400.00	400.00	400.00	400.00
Telephone	-	50.00	50.00	50.00	50.00
Postage & Shipping	109.78	-	109.78	100.00	100.00
Copies	-	25.00	25.00	25.00	25.00
Legal Advertising	736.57	187.50	924.07	450.00	450.00
Office Supplies	182.10	10.42	192.52	25.00	25.00
Web Site Maintenance	280.00	200.00	480.00	480.00	480.00
Dues, Licenses, and Fees	194.15	-	194.15	175.00	175.00
Principal	20,500.00	-	20,500.00	20,500.00	10,250.00
Interest on Loan	965.78	234.22	1,200.00	1,200.00	1,200.00
Total General & Administrative Expenses	\$ 69,938.37	\$ 33,618.76	\$ 103,791.35	\$ 97,628.00	\$ 87,515.00
<u>Field Expenses</u>					
Electric	21,095.73	\$ 18,904.27	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
Propane	-	100.00	100.00	100.00	100.00
Water	4,047.55	7,952.45	12,000.00	12,000.00	12,000.00
Pool Maintenance	3,915.00	6,085.00	10,000.00	10,000.00	10,000.00
Contingency	2,187.42	-	2,187.42	2,000.00	15,000.00
General Liability Insurance	3,639.00	161.00	3,800.00	3,603.00	3,800.00
Property Insurance	5,893.00	607.00	6,500.00	5,892.00	6,500.00
Janitorial / Cleaning	4,896.14	4,903.86	9,800.00	6,000.00	9,800.00
Camera/Monitoring (Envera)	2,472.00	5,232.00	7,704.00	7,704.00	7,704.00
Lake Maintenance	8,163.00	6,837.00	15,000.00	12,852.00	15,000.00
Landscape Maintenance	74,336.23	32,663.77	107,000.00	107,000.00	107,000.00
Landscape Improvements/Irrigation Repair	3,091.80	46,908.20	50,000.00	30,000.00	50,000.00
Equipment Repair & Maintenance	3,474.42	8,525.58	12,000.00	12,000.00	12,000.00
Pest Control	743.30	256.70	1,000.00	1,000.00	1,000.00
Total Field Expenses	\$ 137,954.59	\$ 139,136.83	\$ 277,091.42	\$ 250,151.00	\$ 289,904.00
Total General, Administrative Expenses & Field Expense	\$ 207,892.96	\$ 172,755.59	\$ 380,882.77	\$ 347,779.00	\$ 377,419.00
Total Expenses	\$ 207,892.96	\$ 172,755.59	\$ 380,882.77	\$ 347,779.00	\$ 377,419.00
Net Income (Loss)	\$ 94,310.34	\$ (123,563.89)	\$ (33,103.77)	\$ -	\$ -

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

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



Cross Creek CDD
Fiscal Year 2022
Assessment Schedule

Annual Assessment Type	Annual Gross Assessment
O&M with CO	\$1,403.66
O&M w/o CO	\$154.08
2016A Bond*	\$725.81

*Assessment may vary. Please contact PFM at 407-723-5900 for your 2016A Bond assessment amount.

Budget Item Description

Revenues:

On-Roll Assessments

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

Off-Roll Assessments

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

Other Income & Other Financing Sources

Unexpected revenue source.

Administrative Expenditures:

Public Officials’ Liability (POL) Insurance

Supervisors’ and Officers’ liability insurance.

Trustee Services

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

District Management Fees

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

Field Management

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

Engineering Fees

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

Dissemination Agent

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

Property Appraiser Fee

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

District Counsel

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

Assessment Administration

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

Re-amortization Schedules

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

Audit

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

Arbitrage Calculation

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

Travel & Per Diem

Travel to and from meetings as related to the District.

Telephone

Telephone and fax machine services.

Postage & Shipping

Mail, overnight deliveries, correspondence, etc.

Copies

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

Legal Advertising

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

Office Supplies

General office supplies.

Website Maintenance

Website maintenance fee.

Dues, Licenses & Fees

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

Principal

Principal payment on outstanding loan.

Interest on Loan

Interest charged on outstanding loan.

Field Expenditures:

Electric

Electricity to maintain district property.

Propane

Purchase of propane for District use.

Water/Reclaimed Water

Water used for irrigation and amenity

Swimming Pool Maintenance

Swimming pool requires cleaning and maintenance.

Contingency

Other expenses incurred throughout the year.

General Insurance

General liability insurance.

Property & Casualty

Insurance to protect property and cover casualty.

Janitorial Services

Janitorial services for the clubhouse or amenity center.

Camera/Monitoring (Envera)

Installation and monitoring of security cameras.

Lake Maintenance

Maintenance of lakes owned by District.

Landscape Maintenance

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

Landscape Improvements

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

Equipment Repair & Maintenance

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

Pest Control

Pest control services.

**Cross Creek
Community Development District**

Consideration of Resolution 2021-09, Imposing
Special Assessments and Certifying an
Assessment Roll

RESOLUTION 2021-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; ADOPTING AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cross Creek Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Manatee County, Florida (“**County**”); and

WHEREAS, the District owns and operates various infrastructure improvements and provides certain services in accordance with Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance activities described in the District’s budget for fiscal year 2021/2022 (“**Budget**”), attached hereto as **Exhibit “A”** and incorporated as a material part of this Resolution by this reference; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance services and facilities provided by the District as described in the District’s Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the County Tax Roll and collected by the County Tax Collector (“**Uniform Method**”); and

WHEREAS, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method; and

WHEREAS, the District has approved an agreement with the Manatee County Property Appraiser (“**Property Appraiser**”) and Manatee County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments on all assessable lands for operations and maintenance in the amount contained in the Budget; and

WHEREAS, the District desires to levy and collect special assessments reflecting each parcel’s portion of the District’s Budget; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the District (“**Assessment Roll**”) and incorporated as a material part of this Resolution by this reference, and to certify a portion of the Assessment Roll on the parcels designated in therein to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the assessments on the parcels designated in therein through the direct collection method pursuant to Chapter 190, Florida Statutes and additional/ applicable law; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT. The provision of the services, facilities and operations as described in **Exhibit “A”** confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefited lands is shown in **Exhibits “A”** and the Assessment Roll.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapter 190 of the Florida Statutes, and using procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operations and maintenance is hereby imposed and levied on benefited lands within the District in accordance with **Exhibits “A”** and **the Assessment Roll**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION AND DUE DATE.

A. Uniform Method Assessments. The collection of the previously levied debt service assessments and operations and maintenance special assessments on a portion of the platted lots and developed lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A”** and **the Assessment Roll**.

B. Direct Bill Assessments. The annual installment for the previously levied debt service assessments, and the annual operations and maintenance assessments, on a portion of the undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and the Assessment Roll**. Assessments directly collected by the District are due in full on December 1, 2021; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2021, 25% due no later than February 1, 2022 and 25% due no later than May 1, 2022. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2021/2022, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170 of the Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

C. Future Collection Methods. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices. The District certifies all assessments for debt service and operations and maintenance for collection pursuant to Chapters 190 and 197, Florida Statutes. All assessments collected by the Tax Collector shall be due and payable as provided in Chapter 197, Florida Statutes.

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll, is hereby certified and adopted.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the property roll by the Property Appraiser after the date of this Resolution, and shall amend the District’s Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Cross Creek Community Development District.

PASSED AND ADOPTED THIS 23TH DAY OF AUGUST, 2021.

ATTEST:

**CROSSCREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Assistant Secretary

By: _____
Name: _____
Chair of the Board of Supervisors

Exhibit "A" – Fiscal Year 2021/2022 Budget

Exhibit A
Fiscal Year 2021/2022 Budget

Cross Creek Community Development District
FY 2022 Proposed Preliminary O&M Budget
Exhibit A

	Actual through 04/30/21	Anticipated May - Sept	Anticipated FY 2021 Totals	FY 2021 Adopted Budget	FY 2022 Proposed Budget
<u>Revenues</u>					
Assessments	\$ 298,587.30	\$ 49,191.70	\$ 347,779.00	\$ 347,779.00	\$ 377,419.00
Other Income and Financing Sources	3,616.00	-	-	-	-
Net Revenues	\$ 302,203.30	\$ 49,191.70	\$ 347,779.00	\$ 347,779.00	\$ 377,419.00
<u>General & Administrative Expenses</u>					
Public Officials' Insurance	\$ 2,599.00	\$ -	\$ 2,599.00	\$ 2,723.00	\$ 2,860.00
Trustee Services	5,387.49	3,112.51	8,500.00	8,500.00	8,500.00
District Management	17,500.00	12,500.00	30,000.00	30,000.00	30,000.00
Field Management	4,200.00	3,050.00	7,250.00	7,250.00	7,250.00
Engineering	-	500.00	500.00	500.00	500.00
Dissemination Agent	2,000.00	2,000.00	4,000.00	4,000.00	4,000.00
Property Appraiser	-	500.00	500.00	500.00	500.00
District Counsel	10,283.50	3,333.33	13,616.83	8,000.00	8,000.00
Assessment Administration	5,000.00	-	5,000.00	5,000.00	5,000.00
Reamortization Schedule	-	750.00	750.00	750.00	750.00
Audit	-	6,500.00	6,500.00	6,500.00	6,500.00
Arbitrage Calculation	-	500.00	500.00	500.00	500.00
Travel and Per Diem	-	400.00	400.00	400.00	400.00
Telephone	-	50.00	50.00	50.00	50.00
Postage & Shipping	109.78	-	109.78	100.00	100.00
Copies	-	25.00	25.00	25.00	25.00
Legal Advertising	736.57	187.50	924.07	450.00	450.00
Office Supplies	182.10	10.42	192.52	25.00	25.00
Web Site Maintenance	280.00	200.00	480.00	480.00	480.00
Dues, Licenses, and Fees	194.15	-	194.15	175.00	175.00
Principal	20,500.00	-	20,500.00	20,500.00	10,250.00
Interest on Loan	965.78	234.22	1,200.00	1,200.00	1,200.00
Total General & Administrative Expenses	\$ 69,938.37	\$ 33,618.76	\$ 103,791.35	\$ 97,628.00	\$ 87,515.00
<u>Field Expenses</u>					
Electric	21,095.73	\$ 18,904.27	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
Propane	-	100.00	100.00	100.00	100.00
Water	4,047.55	7,952.45	12,000.00	12,000.00	12,000.00
Pool Maintenance	3,915.00	6,085.00	10,000.00	10,000.00	10,000.00
Contingency	2,187.42	-	2,187.42	2,000.00	15,000.00
General Liability Insurance	3,639.00	161.00	3,800.00	3,603.00	3,800.00
Property Insurance	5,893.00	607.00	6,500.00	5,892.00	6,500.00
Janitorial / Cleaning	4,896.14	4,903.86	9,800.00	6,000.00	9,800.00
Camera/Monitoring (Envera)	2,472.00	5,232.00	7,704.00	7,704.00	7,704.00
Lake Maintenance	8,163.00	6,837.00	15,000.00	12,852.00	15,000.00
Landscape Maintenance	74,336.23	32,663.77	107,000.00	107,000.00	107,000.00
Landscape Improvements/Irrigation Repair	3,091.80	46,908.20	50,000.00	30,000.00	50,000.00
Equipment Repair & Maintenance	3,474.42	8,525.58	12,000.00	12,000.00	12,000.00
Pest Control	743.30	256.70	1,000.00	1,000.00	1,000.00
Total Field Expenses	\$ 137,954.59	\$ 139,136.83	\$ 277,091.42	\$ 250,151.00	\$ 289,904.00
Total General, Administrative Expenses & Field Expense	\$ 207,892.96	\$ 172,755.59	\$ 380,882.77	\$ 347,779.00	\$ 377,419.00
Total Expenses	\$ 207,892.96	\$ 172,755.59	\$ 380,882.77	\$ 347,779.00	\$ 377,419.00
Net Income (Loss)	\$ 94,310.34	\$ (123,563.89)	\$ (33,103.77)	\$ -	\$ -

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2007 gross	\$	7,485.72
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	\$	524.00
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Net Total	\$	6,961.72
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2007 budget	\$	9,900.00
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difference	\$	2,938.28
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2020 gross	\$	42,096.98
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	\$	2,946.79
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Net 2020	\$	39,150.19
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**Cross Creek
Community Development District**

Consideration of Resolution 2021-10, Adopting
the Annual Meeting Schedule for Fiscal Year
2021-2022

RESOLUTION 2021-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE CROSS CREEK COMMUNITY DEVELOPMENT
DISTRICT ADOPTING THE ANNUAL MEETING
SCHEDULE FOR FISCAL YEAR 2021-2022**

WHEREAS, the Cross Creek Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Florida Chapter 190, Laws of Florida; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2021-2022 annual meeting schedule as attached in **Exhibit A**;

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

1. The Fiscal Year 2021-2022 annual public meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 23 DAY OF AUGUST, 2021.

ATTEST:

**CROSS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

EXHIBIT “A”

**BOARD OF SUPERVISORS MEETING DATES
CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021-2022**

October 26, 2021
November 23, 2021
December 28, 2021
January 25, 2022
February 22, 2022
March 22, 2022
April 26, 2022
May 24, 2022
June 28, 2022
July 26, 2022
August 23, 2022
September 27, 2022

All meetings will convene at 1651 Whitfield Avenue, Suite 200, Sarasota, FL 34243 at 11:00
a.m.

**Cross Creek
Community Development District**

Ratification of Termination Letter to Longboat
Aquatics, Corp.

Cross Creek Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, 407-723-5900, FAX 407-723-5901

<https://www.crosscreekcdd.org/>

August 6, 2021

Via E-Mail and Overnight Delivery

Longboat Aquatics, Corp
Doug Zimmerman, President
1430 Ewing Street
Nokomis, FL 34275

Re: Cross Creek Community Development District (the "District") – Termination of Pond Management Services Maintenance Agreement by and between the District and Longboat Aquatics, Corp.

Dear Mr. Zimmerman:

Please let this letter serve as your thirty (30) day written notice of termination pursuant to section 12 of the above-referenced Agreement and services are to be completed per the contract through August 31st. The Agreement shall be terminated on August 31, 2021.

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

Sincerely,

Vivian Carvalho
District Manager

cc: Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
Attn: Andrew Cohen, Esq.



Cross Creek Community Development District

Review and Consideration of the Lake Doctors
Inc. Proposal

**AGREEMENT REGARDING WATER MANAGEMENT SERVICES
BY AND BETWEEN
CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT
AND THE LAKE DOCTORS, INC.**

THIS AGREEMENT REGARDING WATER MANAGEMENT SERVICES ("Agreement") is made and entered into this ____ day of August, 2021, by and between:

CrossCreek Community Development District, a community development district organized under the laws of the State of Florida (the "District"), whose address is c/o PFM Group Consulting, LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817; and

The Lake Doctors, Inc., a Florida Corporation (the "Contractor"), whose mailing address is 3543 State Road 419, Winter Springs, Florida 32708.

RECITALS

WHEREAS, the District is a local unit of special-purpose government, pursuant to and governed by Chapter 190, Florida Statutes, established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

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

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

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

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

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

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

2. CONTRACTOR'S OBLIGATION.

A. **General Requirements.** Contractor shall perform the services that are described in **Exhibit "A"** of this Agreement (the "Contract Work") in areas described in **Exhibit**

"B" (Map of Service Areas) of this Agreement. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. To the extent of any conflict between the terms of this Agreement and the exhibits, the terms of the Agreement shall govern.

- B. Attendance at Meetings. In addition to providing monthly service reports as provided for in Exhibit "A," a representative of Contractor with knowledge of the District and the services provided by Contractor under this Agreement shall, if requested, attend, in person, meetings of the District's Board of Supervisors and provide updates to the Board members all at no additional charge.
- C. Investigation and Report of Accidents/Claims. Contractor shall promptly provide a full written report of all accidents or claims for damage relating to maintained property, including any damage or destruction of property, and shall make any and all reports required by any insurance company, law enforcement agency and/or the District in connection therewith.
- D. Compliance with Government Rules, Regulations, Requirements, and Orders. Contractor shall take such action as is necessary to comply promptly with any and all orders or requirements affecting the lakes, ponds, conservation areas, and related areas placed thereon by any governmental authority having jurisdiction. Contractor shall promptly and in no event less than seventy-two (72) hours after receipt notify the District in writing of all such orders or requirements. If the Contractor fails to so notify the District or fails to comply with any such notice or requirement within five (5) days after receipt thereof, this Agreement may be terminated, such termination to be effective immediately upon the giving of notice of termination. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement.
- E. Additional Work. Additional services not described herein and in **Exhibit "A"** can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. If the District desires Contractor to perform additional work or services beyond the scope of work herein or to add additional lands to be maintained, the Contractor shall negotiate in good faith to undertake such additional work or services. Upon agreement by the respective parties to the additional work, the parties shall agree in writing to a modification to this Agreement including fees for such additional work agreed to by the parties.

3. BILLING AND PAYMENT. Contractor's fees for the Contract Work described in paragraph two (2) above are to be billed monthly at a rate of **six hundred thirty and 00/100 dollars (\$630.00)** per month. Contractor shall invoice the District accordingly for services provided pursuant to the terms of this Agreement. The District shall provide payment for non-disputed amounts within thirty (30) days from receipt by the District of a written invoice. The above fees are inclusive of all fees and expenses to be paid to Contractor for the Contract Work described herein.

4. CARE OF THE PROPERTY. Contractor shall use reasonable care to protect the property of the District, as well as any other landowners from damage by Contractor or its employees. Contractor agrees to repair any damage resulting from Contractor's activities and work, at Contractor's sole expense, as soon as reasonably possible but only to the extent that any loss, liability, or expense is caused by the negligence, misconduct or other fault of Contractor, its agents or employees.

5. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (owned, non-owned or hired automobiles, trailers, or other licensed equipment)	
<i>Bodily Injury</i>	
<i>Property Damage</i>	Combined Single Limit \$2,000,000
Umbrella Liability	\$1,000,000

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

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance in which event, the Contractor shall pay the costs for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

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

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

6. INDEMNIFICATION. Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees and other persons doing work under any requests of the Contractor and agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or injury or damage of any nature to the extent caused by the negligence, misconduct or other fault of Contractor, its agents or employees.

7. DEFAULT, RECOVERY OF COSTS AND FEES. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. In the event any party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties all fees and costs incurred, including but not limited to, reasonable attorneys' fees, paralegal fees and expert fees incurred prior to or during any litigation or other dispute resolution and including such fees incurred in bankruptcy, appellate proceedings and proceedings to determine entitlement to and reasonableness of fees and costs.

8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement (including the exhibits which have been incorporated) shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute. Specifically, any covenant by the District to hold the Contractor harmless or similar provision is with the express understanding that such provision does not waive the sovereign immunity protections of the District and is only to the extent allowable by law. Nothing in this Agreement (including the exhibits) shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language and the doubtful language will not be interpreted or construed against any party.

11. ENFORCEMENT. A default by any party under this Agreement shall entitle the other parties to all remedies available at law or in equity which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

12. TERMINATION. The District has the right to terminate this Agreement immediately for cause. The District further has the right to terminate this Agreement without cause and in its sole and absolute discretion and with the provision of thirty (30) days written notice. The Contractor has the right to terminate this Agreement without cause and in its sole and absolute discretion and with the provision of sixty (60) days written notice.

13. INDEPENDENT CONTRACTOR. The Parties agree that Contractor is and shall remain at all times an independent contractor and Contractor, its agents and employees shall not in any proceeding or in any other way claim or be considered an employee of the District.

14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. In the case of conflicting provisions between this instrument and the exhibits hereto, language contained in this instrument shall prevail.

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

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

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

If to Contractor: The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, Florida 32708
Attn: Kevin Lyke
e-mail: kevin.lyke@lakedoctors.com

If to District: CrossCreek Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: Vivian Carvalho, District Manager
e-mail: carvalhov@pfm.com

With a copy to: Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
e-mail: acohen@swflgovlaw.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each party may deliver Notice on behalf of their respective clients. Any party or other person to whom Notices are to be sent or copied

may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

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

20. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereto agree that venue for any dispute arising under this Agreement shall be in Manatee County, Florida.

21. TERM AND EXTENSION. This Agreement shall be effective September 1, 2021, through August 31, 2022, unless terminated in accordance with Section 12 above. This Agreement may be extended for two (2) additional one-year terms. Such renewals shall be contingent upon satisfactory performance evaluations and subject to the availability of funds. The Contractor shall propose, in writing, any adjustment to fees for the provision of services for the extension year no later than sixty (60) days prior to the expiration date of this Agreement.

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

23. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

24. E-VERIFY REQUIREMENT. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Contractor and

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

25. PUBLIC RECORDS. Pursuant to applicable Florida law, the Contractor's records associated with this Agreement may be subject to Florida's public records laws, Section 119.01, F.S., et seq., as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Contract Work. Upon request from the District's Custodian of Public Records, the Contractor shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain all public records required by the District to perform the Contract Work. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FLORIDA 32817, PHONE NO. (407) 723-5900, E-MAIL: RECORDREQUEST@PFM.COM

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

**CROSSCREEK COMMUNITY
DEVELOPMENT DISTRICT**

C. Chavez
Witness

Print Name: CHRISTOPHER CHAVEZ

Charles Stopy
Chairman, Board of Supervisors

THE LAKE DOCTORS, INC.

Spencer Liebelt
Witness

Print Name: Spencer Liebelt

Fabian J. Storn
By: FABIAN J. STORN
Its: VP SALES

EXHIBIT "A"
CONTRACT WORK



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

This Agreement, made this 16TH day of AUGUST 2021 is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and
PROPERTY NAME (Community/Business/Individual) CROSS CREEK PHASE A, B, C

MANAGEMENT COMPANY INFRAMARK / PFM

INVOICING ADDRESS PFM : 3501 QUADRANGLE BLVD, # 270

CITY ORLANDO **STATE** FL **ZIP** 32817 **PHONE** (407) 723-5900

EMAIL ADDRESS Champagne@PFM.COM

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: 09/01/21

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):

Eight (8) lakes and six (6) ponds associated with **Cross Creek Community Development District**, Parrish, FL c/o Medallion Homes, Sarasota, FL.

Includes a minimum of twelve (12) inspections **(Pond#10 to be treated twice (2x) a month)** and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

- 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	\$	630.00 Monthly
2.	Shoreline Grass and Brush Control Program	\$	INCLUDED
3.	Free Callback Service	\$	INCLUDED
4.	Monthly Written Service Reports	\$	INCLUDED
5.	Additional Treatments, if required	\$	INCLUDED
6.	Assistance with stocking of Triploid Grass Carp, as The Lake Doctors deems necessary upon approval of SWFWMD, FFWCC and subject to availability for \$10.00	\$	INCLUDED
Total of Services Accepted		\$	630.00 Monthly

\$630.00 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 **\$630.00** including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service 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 **September 12, 2021**.
- 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 _____

KEVIN P. LYKE, REGIONAL MANAGER

08/2019

Signed _____

Name _____

Charles Polcarz Dated 8-16-21
CHARLES POLCARZ

© THE LAKE DOCTORS, INC.

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.

EXHIBIT “B”

MAP OF SERVICE AREAS



**Cross Creek
Community Development District**

Ratification of Payment Authorizations 112-- 121

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 112

4/29/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	BrightView Landscape Services Landscape Maintenance: May 2021	7329346	\$ 8,774.00 ✓
2	Foremost Fence Fence Repairs	11731	\$ 312.44 ✓

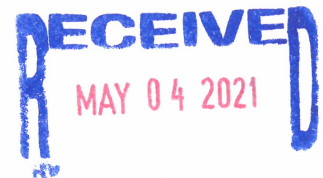
TOTAL	\$ 9,086.44
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APPROVED.
CC
5/25/21

Charlene Phay
Board Member

AS
6/19/21

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



CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 113

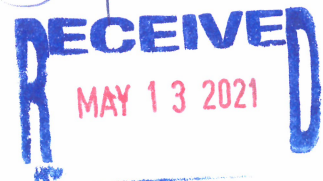
5/6/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	Holiday Pools of West Florida Pool Maintenance: May 2021	MC-65870	\$ 475.00 ✓
2	Impact Pest Check Rodent Stations	925777	\$ 80.00 ✓
3	Longboat Aquatics Monthly Lake Services B1 C1: May 2021 Monthly Lake Services: May 2021	58341 58399	\$ 342.00 ✓ \$ 863.00 ✓
4	Manatee County Utilities (Paid Online) 4000 CREEKSIDE PARK DR; 03/19/21-04/21/21 12501 RYEGRASS LOOP; 03/19/21-04/21/21 12515 FRESHWATER RUN; 03/22/21-04/21/21	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 565.35 ✓ \$ 31.99 ✓ \$ 45.14 ✓
5	Peace River Electric (Paid Online) 4100 CREEKSIDE PARK DR; 03/25/21-04/24/21 02-040-4L-1; 03/25/21-04/24/21 12407 LARCHMERE LN; 03/20/21-04/19/21 12310 SILKWOOD WAY; 03/20/21-04/19/21	Acct: 158231004 Acct: 158231006 Acct: 158231007 Acct: 158231009	\$ 1,623.84 ✓ \$ 1,487.39 ✓ \$ 39.00 ✓ \$ 35.51 ✓
6	Synovus Bank Interest Pmt/ Synovus Loan	Interest 05.15.21	\$ 45.73 ✓

TOTAL	\$ 5,633.95
--------------	--------------------

Board Member

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



**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 114

5/13/2021

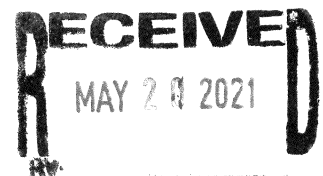
Item No.	Vendor	Invoice Number	FY21 General Fund
1	Envera Alarm Monitoring: February 2021 Alarm Monitoring: March 2021 Alarm Monitoring: April 2021 Alarm Monitoring: May 2021 Alarm Monitoring: June 2021	698338 699248 700317 701354 702314	\$ 618.00 ✓ \$ 618.00 ✓ \$ 618.00 ✓ \$ 618.00 ✓ \$ 618.00 ✓
2	JMS Cleaning Janitorial Services: May 2021	1671ABCD	\$ 509.75 ✓
3	Peace River Electric (Paid Online) 4890 GOLF COURSE RD; 03/28/21-04/27/21 3693 CREEKSIDE PARK DR; 04/07/21-05/06/21	Acct: 158231005 Acct: 186140001	\$ 59.09 ✓ \$ 33.00 ✓
4	PFM Group Consulting LLC Postage: April 2021	OE-EXP-05-15	\$ 1.02 ✓
5	VenturesIn.com, Inc. Website Maintenance: May 2021	45436	\$ 40.00 ✓

TOTAL \$ 3,732.86

Charles P. Hey
Board Member

APPROVED.
ce
5/21/21

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



**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 115

5/20/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	BrightView Landscape Services		
	Irrigation Repairs	7284878	\$ 2,760.80 ✓
	Irrigation Repairs	7364183	\$ 386.11 ✓
2	PFM Group Consulting LLC		
	District Management Fee: May 2021	DM-05-2021-0013	\$ 2,500.00 ✓

TOTAL	\$ 5,646.91
--------------	--------------------

APPROVED.
CC
5/25/21

Vivian Carvalho

Charles P. Ray, Chairman
Board Member

CB
6/28/21

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



**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 116

5/27/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	BrightView Landscape Services Landscape Maintenance: June 2021	7374220	\$ 8,774.00 ✓
2	Florida Department of Health in Manatee County Community Pool Permit No. 41-60-00924 Online Payment Convenience Fee Splash Pad Permit No. 41-60-00982 Online Payment Convenience Fee	41-BID-5303842 -- 41-BID-5304282 --	\$ 250.00 ✓ \$ 0.35 ✓ \$ 125.00 ✓ \$ 0.35 ✓
3	McClatchy Company (Bradenton Herald) Legal Advertising on 5/25/21 (Ad: IPL0023189)	62593	\$ 135.72 ✓
4	Peace River Electric (Paid Online) 12220 SILKWOOD WAY; 04/10/21-05/10/21 4601 CREEKSIDE PARK DR; 04/10/21-05/10/21 12400 SILKWOOD WAY; 04/10/21-05/10/21	Acct:158231001 Acct:158231002 Acct:158231008	\$ 65.68 ✓ \$ 49.81 ✓ \$ 38.97 ✓

TOTAL \$ 9,439.88

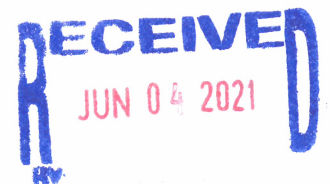
Vivian Carvalho

Charles P. Roy, Chairman
Board Member

APPROVED
CC
6/14/21

AP
6/16/21

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



CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 117
6/4/2021

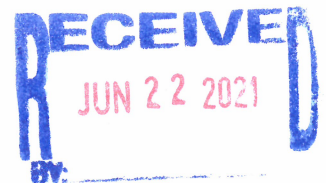
Item No.	Vendor	Invoice Number	FY21 General Fund
1	Envera Alarm Monitoring: July 2021	703390	\$ 618.00 ✓
2	Grau & Associates Audit FYE 9/30/2020	21128	\$ 3,200.00 ✓
3	Holiday Pools of West Florida Pool Maintenance: June 2021	MC-66897	\$ 675.00 ✓
4	Longboat Aquatics Monthly Lake Services: June 2021 Monthly Lake Services B1 C1: June 2021	58464 58465	\$ 1,104.00 ✓ \$ 342.00 ✓
5	Peace River Electric (Paid Online) 4100 CREEKSIDE PARK DR; 04/24/21-05/24/21 02-040-4L-1; 04/24/21-05/24/21 12407 LARCHMERE LN; 04/19/21-05/20/21 12310 SILKWOOD WAY; 04/19/21-05/20/21	Acct:158231004 Acct:158231006 Acct:158231007 Acct: 158231009	\$ 1,980.40 ✓ \$ 1,271.78 ✓ \$ 39.00 ✓ \$ 35.29 ✓
6	Persson, Cohen & Mooney, P.A. District Counsel: May 2021	621	\$ 327.50 ✓
7	Synovus Bank Interest Pmt/ Synovus Loan	Interest 06.15.21	\$ 70.61 ✓

TOTAL	\$ 9,663.58
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APPROVED
CC
6/28/21

Charles P. Chavira
Board Member
7/1/21

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 118

6/10/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	JMS Cleaning Janitorial Services: June 2021	1699ABCD	\$ 959.75 ✓
2	Manatee County Utilities (Paid Online) 4000 CREEKSIDE PARK DR; 04/21/21-05/18/21 12501 RYEGRASS LOOP; 04/21/21-05/18/21 12515 FRESHWATER RUN; 04/21/21-05/18/21	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 685.97 ✓ \$ 31.99 ✓ \$ 58.31 ✓
3	Peace River Electric (Paid Online) 4890 GOLF COURSE RD; 04/27/21-05/27/21	Acct: 158231005	\$ 57.76 ✓
4	The Residences at Cross Creek HOA Management Fee: June 2021	CCH 06/2021	\$ 600.00 ✓
TOTAL			\$ 2,393.78

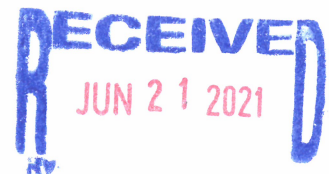
APPROVED
CE
6/23/21

Vivian Carvalho

Charles T. Ray, Chairman
Board Member

CP
7/1/21

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 119

6/17/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	BrightView Landscape Services		
	Irrigation Repairs	7397140	\$ 1,324.80 ✓
	Irrigation Repairs	7411622	\$ 1,108.00 ✓
	Irrigation Repairs	7411629	\$ 554.00 ✓
2	PFM Group Consulting LLC		
	Dissemination Fee: 04/01/21-06/30/21	115472	\$ 1,000.00 ✓
	District Management Fee: June 2021	DM-06-2021-0013	\$ 2,500.00 ✓
3	VenturesIn.com, Inc.		
	Website Maintenance: June 2021	45467	\$ 40.00 ✓
TOTAL			\$ 6,526.80

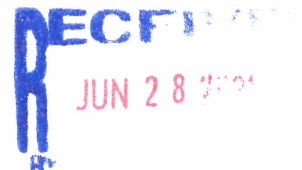
APPROVED
CE
7/17/21

Vivian Carvalho

Charles P. Phay Chairman
Board Member

7/20/21

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 120

6/24/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	BrightView Landscape Services Landscape Maintenance: July 2021	7420066	\$ 8,774.00 ✓
2	Impact Pest Check Rodent Stations	939748	\$ 80.00 ✓
3	Peace River Electric (Paid Online) 3693 CREEKSIDE PARK DR; 05/06/21-06/06/21	Acct: 186140001	\$ 33.00 ✓
4	PFM Group Consulting LLC Billable Expenses: May 2021 Postage: May 2021	115593 OE-EXP-06-014	\$ 19.15 ✓ \$ 11.22 ✓

TOTAL

\$ 8,917.37

APPROVED.
CE
7/7/21

Charles P. Pagan Chairman
Board Member

PD

7/12/21

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Orlando, FL 32817

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 121

7/1/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	Envera Alarm Monitoring: August 2021	704417	\$ 618.00 ✓
2	Persson, Cohen & Mooney, P.A. District Counsel: June 2021	760	\$ 1,441.00 ✓
3	Preferred Sign Services, LLC Sign Installation - Basketball Court	1837	\$ 75.00 ✓
4	VenturesIn.com, Inc. Website Maintenance: July 2021	45504	\$ 40.00 ✓

TOTAL	\$ 2,174.00
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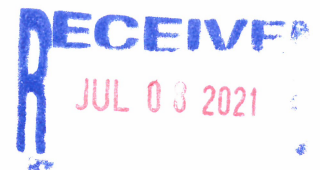
APPROVED
CE
7/27/21

Vivian Carvalho

Charles D. Hay, Chairman
Board Member

OK
AP 7/27/21

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Orlando, FL 32817



Cross Creek Community Development District

Review of District Financial Statements

Cross Creek CDD
Statement of Financial Position
As of 7/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$39,859.39				\$39,859.39
Escrow Account	64,000.00				64,000.00
Assessments Receivable	39,188.64				39,188.64
Prepaid Expenses	1,346.87				1,346.87
Due From Other Funds		\$64,000.00			64,000.00
Debt Service Reserve 2007A Bond		14,200.12			14,200.12
Debt Service Reserve 2007B Bond		9,500.08			9,500.08
Debt Service Reserve 2016AB Bond		211,354.77			211,354.77
Revenue 2007AB Bond		20,149.11			20,149.11
Revenue 2016AB Bond		1,470.00			1,470.00
Prepayment 2016A Bond		108,000.18			108,000.18
Sinking Fund 2016A Bond		0.02			0.02
Acquisition/Construction 2007AB Bond			\$240.09		240.09
Deferred Cost 2007AB Bond			655.10		655.10
Total Current Assets	<u>\$144,394.90</u>	<u>\$428,674.28</u>	<u>\$895.19</u>	<u>\$0.00</u>	<u>\$573,964.37</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$364,674.28	\$364,674.28
Amount To Be Provided				2,900,325.72	2,900,325.72
Amount to be Provided (O&M)				20,500.00	20,500.00
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,285,500.00</u>	<u>\$3,285,500.00</u>
Total Assets	<u><u>\$144,394.90</u></u>	<u><u>\$428,674.28</u></u>	<u><u>\$895.19</u></u>	<u><u>\$3,285,500.00</u></u>	<u><u>\$3,859,464.37</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$43,685.48				\$43,685.48
Due To Other Funds	64,000.00				64,000.00
Deferred Revenue	39,188.64				39,188.64
Total Current Liabilities	<u>\$146,874.12</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$146,874.12</u>

Cross Creek CDD
Statement of Financial Position
As of 7/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$3,265,000.00	\$3,265,000.00
Notes and Loans Payable Long Term (O&M)				20,500.00	20,500.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,285,500.00</u>	<u>\$3,285,500.00</u>
Total Liabilities	<u>\$146,874.12</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,285,500.00</u>	<u>\$3,432,374.12</u>
<u>Net Assets</u>					
Net Assets, Unrestricted	(\$43,936.70)				(\$43,936.70)
Current Year Net Assets, Unrestricted	(5,000.00)				(5,000.00)
Net Assets - General Government	20,641.40				20,641.40
Current Year Net Assets - General Government	25,816.08				25,816.08
Fund Balance - Unreserved		(\$1,185,850.00)			(1,185,850.00)
Net Assets, Unrestricted		5,140,132.30			5,140,132.30
Current Year Net Assets, Unrestricted		(208,200.02)			(208,200.02)
Net Assets - General Government		(3,317,408.00)			(3,317,408.00)
Net Assets, Unrestricted			(\$1,905,054.09)		(1,905,054.09)
Current Year Net Assets, Unrestricted			1.28		1.28
Net Assets - General Government			1,905,948.00		1,905,948.00
Total Net Assets	<u>(\$2,479.22)</u>	<u>\$428,674.28</u>	<u>\$895.19</u>	<u>\$0.00</u>	<u>\$427,090.25</u>
Total Liabilities and Net Assets	<u>\$144,394.90</u>	<u>\$428,674.28</u>	<u>\$895.19</u>	<u>\$3,285,500.00</u>	<u>\$3,859,464.37</u>

Cross Creek CDD
Statement of Activities
As of 7/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term	Total
<u>Revenues</u>					
On-Roll Assessments	\$304,176.82				\$304,176.82
Other Income & Other Financing Sources	3,616.00				3,616.00
Inter-Fund Transfers In	(5,000.00)				(5,000.00)
On-Roll Assessments		\$46,171.53			46,171.53
Off-Roll Assessments		155,262.17			155,262.17
Other Assessments		271,968.29			271,968.29
Developer Contributions		3,206,144.11			3,206,144.11
Inter-Fund Group Transfers In		4,998.80			4,998.80
Inter-Fund Transfers In			\$1.20		1.20
Total Revenues	<u>\$302,792.82</u>	<u>\$3,684,544.90</u>	<u>\$1.20</u>	<u>\$0.00</u>	<u>\$3,987,338.92</u>
<u>Expenses</u>					
Public Officials' Insurance	\$2,599.00				\$2,599.00
Trustee Services	5,387.49				5,387.49
District Management	25,000.00				25,000.00
Field Management	4,800.00				4,800.00
Dissemination Agent	3,000.00				3,000.00
District Counsel	12,052.00				12,052.00
Assessment Administration	5,000.00				5,000.00
Audit	3,200.00				3,200.00
Janitorial Service	7,200.39				7,200.39
Postage & Shipping	135.00				135.00
Legal Advertising	872.29				872.29
Bank Fees	0.70				0.70
Contingency	2,187.42				2,187.42
Office Supplies	182.10				182.10
Web Site Maintenance	400.00				400.00
Dues, Licenses, and Fees	213.30				213.30
Principal Payments	20,500.00				20,500.00
Interest Payments	1,150.45				1,150.45
Security	6,798.00				6,798.00
Electric	31,793.95				31,793.95
Gas	252.37				252.37
Water	6,247.36				6,247.36
Amenity - Dues & License	375.00				375.00
Pool Maintenance	7,740.00				7,740.00
General Liability Insurance	3,639.00				3,639.00
Property & Casualty	5,893.00				5,893.00
Lake Maintenance	11,934.00				11,934.00
Landscaping Maintenance & Material	95,248.49				104,494.31
Landscape Improvements	12,337.62				3,091.80

Cross Creek CDD
Statement of Activities
As of 7/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term	Total
Equipment Repair & Maintenance	4,794.51				4,794.51
Pest Control	1,043.30				1,043.30
Trustee Counsel		\$5,000.00			5,000.00
Principal Payment		3,580,000.00			3,580,000.00
Interest Payments		307,766.25			307,766.25
Total Expenses	<u>\$281,976.74</u>	<u>\$3,892,766.25</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,174,742.99</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income		\$21.35			\$21.35
Net Increase (Decrease) in FV of Inv		(0.02)			(0.02)
Interest Income			\$0.08		0.08
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$21.33</u>	<u>\$0.08</u>	<u>\$0.00</u>	<u>\$21.41</u>
Change In Net Assets	\$20,816.08	(\$208,200.02)	\$1.28	\$0.00	(\$187,382.66)
Net Assets At Beginning Of Year	<u>(\$23,295.30)</u>	<u>\$636,874.30</u>	<u>\$893.91</u>	<u>\$0.00</u>	<u>\$614,472.91</u>
Net Assets At End Of Year	<u><u>(\$2,479.22)</u></u>	<u><u>\$428,674.28</u></u>	<u><u>\$895.19</u></u>	<u><u>\$0.00</u></u>	<u><u>\$427,090.25</u></u>

Cross Creek CDD
Budget to Actual
For the Month Ending 7/31/21

	Year To Date			FY 2021
	Actual	Budget	Variance	Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 304,176.82	\$ 289,815.83	\$ 14,360.99	\$ 347,779.00
Other Income and Financing Sources	3,616.00	-	3,616.00	-
Net Revenues	\$ 307,792.82	\$ 289,815.83	\$ 17,976.99	\$ 347,779.00
<u>General & Administrative Expenses</u>				
Public Officials' Insurance	\$ 2,599.00	\$ 2,269.17	\$ 329.83	\$ 2,723.00
Trustee Services	5,387.49	7,083.33	(1,695.84)	8,500.00
District Management	25,000.00	25,000.00	-	30,000.00
Field Management	4,800.00	6,041.67	(1,241.67)	7,250.00
Engineering	-	416.67	(416.67)	500.00
Dissemination Agent	3,000.00	3,333.33	(333.33)	4,000.00
Property Appraiser	-	416.67	(416.67)	500.00
District Counsel	12,052.00	6,666.67	5,385.33	8,000.00
Assessment Administration	5,000.00	4,166.67	833.33	5,000.00
Reamortization Schedule	-	625.00	(625.00)	750.00
Audit	3,200.00	5,416.67	(2,216.67)	6,500.00
Arbitrage Calculation	-	416.67	(416.67)	500.00
Travel and Per Diem	-	333.33	(333.33)	400.00
Telephone	-	41.67	(41.67)	50.00
Postage & Shipping	135.00	83.33	51.67	100.00
Copies	0.70	20.83	(20.13)	25.00
Legal Advertising	872.29	375.00	497.29	450.00
Office Supplies	182.10	20.83	161.27	25.00
Web Site Maintenance	400.00	400.00	-	480.00
Dues, Licenses, and Fees	213.30	145.83	67.47	175.00
Interest Payments	1,150.45	1,000.00	150.45	1,200.00
Principal Payment	20,500.00	17,083.33	3,416.67	20,500.00
Total General & Administrative Expenses	\$ 84,492.33	\$ 81,356.67	\$ 3,135.66	\$ 97,628.00
<u>Field Expenses</u>				
Contingency	\$ 2,187.42	\$ 1,666.67	\$ 520.75	\$ 2,000.00
Electric	31,793.95	33,333.33	(1,539.38)	40,000.00
Gas	252.37	83.33	169.04	100.00
Water	6,247.36	10,000.00	(3,752.64)	12,000.00
Pool Maintenance	7,740.00	8,333.33	(593.33)	10,000.00
Amenity - Dues & Licenses	375.00	-	375.00	-
General Liability Insurance	3,639.00	3,002.50	636.50	3,603.00
Property & Casualty	5,893.00	4,910.00	983.00	5,892.00
Janitorial/Cleaning	7,200.39	5,000.00	2,200.39	6,000.00
Camera/Monitoring	6,798.00	6,420.00	378.00	7,704.00
Lake Maintenance	11,934.00	10,710.00	1,224.00	12,852.00
Landscape Maintenance	95,248.49	89,166.67	6,081.82	107,000.00
Landscape Improvements	12,337.62	25,000.00	(12,662.38)	30,000.00
Equipment Repair & Maintenance	4,794.51	10,000.00	(5,205.49)	12,000.00
Pest Control	1,043.30	833.33	209.97	1,000.00
Total Field Expenses	\$ 197,484.41	\$ 208,459.17	\$ (10,974.76)	\$ 250,151.00
Total General, Administrative Expenses & Field Expense	\$ 281,976.74	\$ 289,815.83	\$ (7,839.09)	\$ 347,779.00
Total Expenses	\$ 281,976.74	\$ 289,815.83	\$ (7,839.09)	\$ 347,779.00
Net Income (Loss)	\$ 25,816.08	\$ -	\$ 25,816.08	\$ -