

Cross Creek Community Development District

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

www.crosscreekcdd.org

The meeting of the Board of Supervisors of **Cross Creek Community Development District** will be held **Tuesday November 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 August 23, 2021 Board of Supervisors' Meeting

Business Matters

2. Review & Consideration of Grau & Associates Engagement Letter for Auditing Service
3. Consideration of Resolution 2022-01, Annual Appropriations and Adopting the Revised Budget for Fiscal Year 2021
4. Consideration of Resolution 2022-02, Designating the Primary Administrative Office
5. Consideration of Resolution 2022-03, Designating Registered Agent & Office
6. Discussion of Cleaning Contract
7. Discussion of Pool Cleaning Contract
8. Review and Consideration of Southwest Maintenance Services, Inc, Pressure Washing Proposal
9. Ratification of Payment Authorizations 122-- 131
10. 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 August 23,
2021 Board of Supervisors' Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING

Monday, August 23, 2021

11:00 A.M.

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

Board Members Present via speaker phone or in person:

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

Also present were:

Vivian Carvalho	District Manager- PFM Group Consulting, LLC	(via WebEx)
Venessa Ripoll	Assistant District Manager- PFM Group Consulting, LLC	
Amy Champagne	Account Manager- PFM Group Consulting, LLC	(via WebEx)
Andy Cohen	District Counsel- Persson, Cohen & Mooney, P.A.	(via WebEx)
Chris Chavez	Medallion Home	
Tabitha Callis	Medallion Home	
Charlie McKinnies	Medallion Home	(via WebEx)
Various Audience Members		

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The meeting was called to order at 11:37 a.m. and Ms. Ripoll, proceeded with roll call. Board Members, Charlie Tokarz, Connor Chambers, Kathy Beccia, and Samantha Cortese were present constituting a quorum.

Public Comment Period

There were no Public Comments at this time.

Consideration of the Minutes of the June 1, 2021 Board of Supervisors' Meeting

The Board reviewed the Minutes from the June 1, 2021 Board of Supervisors Meeting. Mr. Cohen provided edits to the minutes.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved the Minutes of the June 1, 2021 Board of Supervisors Meeting, as amended.

SECOND ORDER OF BUSINESS

Business Matters

Review & Acceptance of Fiscal Year 2020 Audit Report

The Board reviewed the Fiscal Year 2020 Audit Report. It was reviewed by the Chair and District Counsel. It will be posted on the District website after this meeting.

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

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

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2021-08, Adopting the Fiscal Year 2022 Budget and Appropriating Funds**

Ms. Ripoll requested a motion to open the Public Hearing.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board opened the Public Hearing.

Mr. Cohen stated the Board will take comments from the public on any issue related to the Budget or the imposition of Special Assessments. There were no public comments. Ms. Ripoll requested a motion to close the Public Hearing.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board closed the Public Hearing.

Ms. Ripoll requested a motion to approve Resolution 2021-03.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved Resolution 2021-08, Adopting the Fiscal Year 2021 Budget and Appropriating Funds, as amended.

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

The Board reviewed Resolution 2021-09.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved Resolution 2021-09, Imposing Special Assessments and Certifying an Assessment Roll.

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

Ms. Ripoll stated the Meeting Schedule coincides with last year. This is a monthly meeting. She will work with the Chair on any future cancellations if a meeting is not needed for that month.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved Resolution 2021-10, Adopting the Annual Meeting Schedule for Fiscal Year 2021-2022.

Ratification of Termination Letter to Longboat Aquatics, Corp.

The Board reviewed the Termination Letter to Longboat Aquatics, Corp. Ms. Ripoll drafted the letter which was reviewed by Mr. Chavez. It was sent overnight via FedEx to Mr. Zimmerman and emailed to him as well. Ms. Ripoll requested a ratification from the Board of the Termination Letter.

On MOTION by Mr. Tokarz, seconded by Ms. Cortese, with all in favor, the Board ratified the Termination Letter to Longboat Aquatics, Corp.

Ratification of the Lake Doctors Inc. Proposal

Mr. Cohen stated his Law Partner; David Jackson prepared the contract for the services to be provided by Lake Doctors. Mr. Cohen pointed out the contract was originally prepared with \$2 Million collars of auto coverage and there is only \$1 Million Dollars listed in the contract in the agenda package so there is a revision. It is a contract for one year starting September 1, 2021 to August 31, 2022 with a 30 day termination clause for convenience and immediate termination for cause. The Vendor has a 60 day termination clause for convenience.

On MOTION by Mr. Chambers, seconded by Ms. Cortese, with all in favor, the Board ratified the Lake Doctors Inc. Proposal and Contract as amended.

Ratification of Payment Authorizations 112-121

The Board reviewed Payment Authorizations 112-121.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board ratified Payment Authorizations 112-121.

Review of District's Financial Statements

The Board reviewed the District Financial Statements as of July 31, 2021.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- Mr. Cohen stated the Board previously authorized a contraction of the District to remove some land from the District Boundaries which is proceeding well. It is with Manatee County and staff has already done their report. It was sent to the County Attorney's office and it should be on a County Agenda soon with Manatee County Commission. Before the contraction can be completed, the A Bond

Debt on that property will need to be paid off. Medallion has been working with Mr. Cohen, PFM, and the Trustee and they have a call tomorrow to discuss.

The District in the past for the Management of its Amenities had worked with Access Property Management through a direct contract or through the HOA. Access Property Management has been terminated. The plan moving forward is to have the HOA manage the CDD Amenities with whatever vendor they end up utilizing. He requested a motion from the Board to ratify the Termination of Access Property Management and authorize preparation of an agreement with the HOA for management of the CDD Amenities.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board ratified the Termination of Access Property Management and authorize preparation of an agreement with the HOA for management of the CDD Amenities.

Ms. Ripoll stated the District sent a letter out on behalf of the CDD unless it got sent out of behalf of Medallion. She asked if he would like her to draft a letter for the record. Mr. Cohen said yes.

District Engineer- N/A

District Manager- Ms. Ripoll will send the Fiscal Year 2021 Meeting Schedule to the Distribution List and work with the Chair if any meeting cancellations need to occur. Ms. Ripoll will draft the letter to the HOA Company and have Mr. Cohen review it and send it to Access Management for the record.

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 August 23, 2021 Board of Supervisors Meeting for Cross Creek Community Development District at 11:50 a.m.

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

**Cross Creek
Community Development District**

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



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
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September 21, 2021

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

We are pleased to confirm our understanding of the services we are to provide Cross Creek Community Development District, Manatee County, Florida ("the District") for the fiscal year ended September 30, 2021, with an option for one one-year renewal. We will audit the financial statements of the governmental activities and each major fund (general, debt service, capital projects, and special revenue funds), including the related notes to the financial statements, which collectively comprise the basic financial statements of Cross Creek Community Development District as of and for the fiscal year ended September 30, 2021, with an option for one one-year renewal. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

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

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

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

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

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

Audit Objectives

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

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

for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

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

Other Services

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

Management Responsibilities

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

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

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

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. The District will provide a statement describing corrective actions to be taken in response to each of our recommendations included in the audit report, if any, and relaying to us corrective actions taken to address significant findings

and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

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

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

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

This agreement provides for a contract period of one (1) year with the option of one (1) additional, one-year renewal upon the written consent of both parties. Our fee for these services will not exceed \$4,300 for the September 30, 2021 audit. The fee for fiscal year 2022 will not exceed \$4,400 unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis. We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, we will deliver a draft audit to the District no later than June 1, 2022. If the draft is timely reviewed by management, the final audit will be provided no later than June 30, 2022.

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

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

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

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

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

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

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

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

By: _____

Title: _____

Date: _____



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



Peer Review
Program

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

February 20, 2020

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

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

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

**Cross Creek
Community Development District**

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

RESOLUTION 2022-01

THE REVISED ANNUAL APPROPRIATION RESOLUTION OF CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE REVISED ANNUAL APPROPRIATIONS AND ADOPTING THE REVISED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021

WHEREAS, the Cross Creek Community Development District Board of Supervisors (the “Board”) previously approved and adopted an annual budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Board now desires to revise the annual budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Revised Budgets, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager’s Revised Budgets, attached hereto as Exhibit “A,” are hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2020-2021.

Introduced, considered favorably, and adopted this 23rd day of November, 2021.

ATTEST:

**CROSS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

Cross Creek Community Development District
FY 2021 O&M Budget
Exhibit A

	Actual through 9/30/21	FY 2021 Approved Budget	FY 2021 Revised Budget	Change
<u>Revenues</u>				
Assessments	\$ 343,365.46	\$ 347,779.00	\$ 347,779.00	\$ -
Other Income and Financing Sources	3,616.00	-	-	-
Net Revenues	\$ 346,981.46	\$ 347,779.00	\$ 347,779.00	\$ -
<u>General & Administrative Expenses</u>				
Public Officials' Insurance	\$ 2,599.00	\$ 2,723.00	\$ 2,723.00	\$ -
Trustee Services	5,387.49	8,500.00	8,500.00	-
District Management	30,000.00	30,000.00	30,000.00	-
Field Management	4,800.00	7,250.00	7,250.00	-
Engineering	-	500.00	500.00	-
Dissemination Agent	4,000.00	4,000.00	4,000.00	-
Property Appraiser	-	500.00	500.00	-
District Counsel	13,755.00	8,000.00	15,000.00	7,000.00
Assessment Administration	5,000.00	5,000.00	5,000.00	-
Reamortization Schedule	-	750.00	750.00	-
Audit	3,200.00	6,500.00	3,200.00	(3,300.00)
Arbitrage Calculation	-	500.00	500.00	-
Travel and Per Diem	-	400.00	400.00	-
Telephone	-	50.00	50.00	-
Postage & Shipping	175.01	100.00	200.00	100.00
Copies	0.70	25.00	25.00	-
Legal Advertising	1,166.66	450.00	1,200.00	750.00
Office Supplies	182.10	25.00	25.00	-
Web Site Maintenance	509.99	480.00	525.00	45.00
Dues, Licenses, and Fees	213.30	175.00	225.00	50.00
Principal	20,500.00	20,500.00	20,500.00	-
Interest on Loan	1,291.67	1,200.00	1,300.00	100.00
Total General & Administrative Expenses	\$ 92,780.92	\$ 97,628.00	\$ 102,373.00	\$ 4,745.00
<u>Field Expenses</u>				
Electric	41,034.34	\$ 40,000.00	\$ 45,000.00	\$ 5,000.00
Propane	443.37	100.00	500.00	400.00
Water	8,568.85	12,000.00	12,000.00	-
Pool Maintenance	9,090.00	10,000.00	10,000.00	-
Contingency	2,187.42	2,000.00	2,000.00	-
General Liability Insurance	3,639.00	3,603.00	3,603.00	-
Property Insurance	5,893.00	5,892.00	5,892.00	-
Janitorial / Cleaning	9,269.89	6,000.00	10,000.00	4,000.00
Camera/Monitoring (Envera)	7,416.00	7,704.00	7,704.00	-
Lake Maintenance	14,640.00	12,852.00	15,000.00	2,148.00
Landscape Maintenance	105,608.49	107,000.00	107,000.00	-
Landscape Improvements/Irrigation Repair	12,337.62	30,000.00	15,000.00	(15,000.00)
Equipment Repair & Maintenance	8,129.93	12,000.00	10,707.00	(1,293.00)
Pest Control	1,123.30	1,000.00	1,000.00	-
Total Field Expenses	\$ 229,381.21	\$ 250,151.00	\$ 245,406.00	\$ (4,745.00)
Total General, Administrative Expenses & Field Expense	\$ 300,370.46	\$ 347,779.00	\$ 347,779.00	\$ -
Total Expenses	\$ 300,370.46	\$ 347,779.00	\$ 347,779.00	\$ -
Net Income (Loss)	\$ 46,611.00	\$ -	\$ -	\$ -

Cross Creek Community Development District

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

RESOLUTION 2022-02

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to re-designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

SECTION 2. The District's principal headquarters for purposes of establishing proper venue shall be located at 1651 Whitfield Ave, Suite 200, Sarasota, FL 34243, within Manatee County, Florida.

SECTION 3. The District's local records office shall be located at 1651 Whitfield Ave, Suite 200, Sarasota, FL 34243

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 23RD day of NOVEMBER 2021.

ATTEST:

**CROSS CREEK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**Cross Creek
Community Development District**

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

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

Section 1. Venessa Ripoll is hereby designated as Registered Agent for the Cross Creek Community Development District.

Section 2. The District's Registered Office shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

Section 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this resolution with Manatee County and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 23rd day of NOVEMBER, 2021.

ATTEST:

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson

Cross Creek Community Development District

Discussion of Cleaning Contract

Janitorial Service Proposal

Prepared For

Cross Creek Amenity Center

For Property
4000 Creekside Park Dr, Parrish, FL 34219



Address
8232 Constance Dr Sarasota, FL 34243

Phone
(941)363-1895

Website
www.jmscleaningsarasota.com

Email
John@jmscleaningservices.com



YOUR PLAN AND INVESTMENT

A team of cleaners and a supervisor will be assigned to you. We believe It's important that your cleaning team knows your buildings and facilities as well as you do, so we make every effort to keep the team consistent throughout the duration of your agreement with us.

PRICE BREAK DOWN

JMS Cleaning proposes the following for cleaning your facility.

Company's Name: Cross Creek Amenity Center

Facility Location: 4000 Creekside Park Dr, Parrish, FL 34219

Labor, Chemicals & Equipment Provided by: **JMS Cleaning**

Paper Products, Soap, Trash Liners Provided by: **Customer**

Cost Break Down

$\$50 \text{ per visit} \times 2 \text{ times a week} = \$100 \text{ week} \times 52 \text{ weeks} = \$5,200 / 12 \text{ months} =$

\$433.33 monthly

JMS Cleaning INT SH

Company Representative INT TC

JMS Cleaning

Ph (941)363-1895

Email John@jmscleaningservices.com



JMSCLEANING

CLEANING SPECIFICATION

JMS Cleaning is providing the following cleaning services specifications for your facility on a separate document due to the description layout. The document provided is a part of this agreement.

OTHER CLEANING SPECIFICATIONS:

N/A

ADDITIONAL CLEANING SERVICES:

JMS Cleaning can provide the following services for your facility.

Note: These services will be billed separately and are not included in monthly price.

- Spring or Fall Deep Cleaning
- Carpet Cleaning
- Appliances Cleaning
- Window Cleaning
- Pressure washing

CONSUMABLE PRODUCTS

JMS Cleaning can supply the following product for your facility.

Note: These products will be billed separately and are not included in monthly price.

- Trash Line
- Toilet Paper
- Paper Towels
- Soap
- Air Fresheners
- Urine Mats

JMS Cleaning INT JH

Company Representative INT TC

JMS Cleaning

Ph (941)363-1895

Email John@jmscleaningservices.com



TERM OF AGREEMENT

JMS Cleaning and **Cross Creek Amenity Center** Parrish, FL 34219 hereby agree to enter into this contract on the terms and conditions set forth on _____ (start date) and continuing till 1 year from starting date (duration of contract). Either party may terminate this Agreement by sending written notice to the other party thirty (30) days prior to the date on which the Agreement shall terminate. All written notices are to be sent to: 8232 Constance Dr, Sarasota, FL 34243. This Agreement shall automatically renew under the terms specified herein for a one (1) year period on the expiration of the current term unless either party notifies the other in writing at least thirty (30) days prior to the expiration of the current term that this Agreement shall not be renewed.

COMPENSATION DETAILS AND SCHEDULE

The Client agrees to pay the JMS Cleaning a service price of **\$433.33**, every month. The Client also agrees that every year upon renewal of agreement that JMS Cleaning will raise the price by 1.5% to keep up with inflation cost. A 7% Florida and Sarasota County Sales and Use Tax will be added to this price.

Note: First bill may be prorated depending on actual start date.

Check Payment Method

- ☐ **Terms for using Credit Card Payment:** Customer authorizes regularly scheduled charged to your Visa, MasterCard, American Express or Discover card. You will be charged the amount indicate below each billing period. A receipt will be emailed to you and each charge will appear on your statement. You agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.
- ☐ **Terms for Payment by Check:** JMS Cleaning will email the customer an invoice on the 15th -18th for the upcoming month's services. Payment by check must be received by the 3rd of the month.

If payment goes beyond 60 days overdue JMS Cleaning will pause services till all client invoice are paid in full. In addition to any other rights, JMS Cleaning may have, JMS Cleaning is entitled to all costs of collection, including reasonable attorney fees, paralegal fees, collection fees, that JMS Cleaning incurs to collect any outstanding invoice amount that is past due.

JMS Cleaning INT TH

Company Representative INT TC

JMS Cleaning

Ph (941)363-1895

Email John@jmscleaningservices.com



DELEGATION OF SERVICES

All services rendered by JMS Cleaning and its employees pursuant to this Agreement shall conform with and be in full compliance with all applicable laws, rules, ordinances and regulations adopted or required by any federal, state, or local government.

JMS Cleaning exercise due diligence in the investigation of credentials and references, hiring, paying and supervision of all personnel required to perform the Services; (ii) not employ any person at the Property who has been convicted of a felony involving physical violence, theft or dishonesty or who is not duly authorized to live and be employed in the United States of America; (iii) require spoken and written fluency in English at a highschool graduate level by all employees; and (iv) exercise management control over all personnel utilized by JMS Cleaning in performing the Services. JMS Cleaning represents that all of its personnel who will enter the Property during the performance of the Services have received necessary information concerning the Property and have received appropriate training regarding the activities to be performed, including without limitation to training to address any actual or potential danger and any Applicable Law with respect to performance of the Services.

WARRANTY OF SERVICES

JMS Cleaning warrants that all services shall be completed within the times agreed upon. If the client is unsatisfied client must write a letter to inform contractor what is needed to be fixed contractor has 48 hr to fix the problem. otherwise first part of the guarantee shall take effect.

ADDITIONAL WORK

When and if JMS Cleaning provides specialty services to the Client, any and all additional work will be agreed to in writing before being performed. JMS Cleaning will also inform the Client of the total cost before performing the specialty service. JMS Cleaning will invoice the Client for the specialty services on a separate invoice from the general cleaning invoice.

HOLIDAYS

JMS Cleaning annually observes the following federally recognized holidays: New Year's Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. All service days that land on these holidays can either be rescheduled for the day before or the day after. Weekend are null and void for rescheduling.

JMS Cleaning INT SH

Company Representative INT TC

JMS Cleaning

Ph (941)363-1895

Email John@jmscleaningservices.com



TERMINATION OF AGREEMENT BY CLIENT

The Client may terminate this agreement at any time by giving the Contractor a full 30 days notice of agreement cancellation in writing.

TERMINATION OF AGREEMENT BY CONTRACTOR

JMS Cleaning may terminate this Agreement at any time by giving the Client a full 30 days notice of agreement cancellation in writing.

LEGAL MATTERS

JMS Cleaning shall be entirely and solely responsible for the payment of employee and employer payroll taxes, contributions, and/or assessments, whether pertaining to federal, state, or local requirements, workers' compensation insurance, or other insurance for JMS Cleaning and all of its employees providing the services specified in this Agreement. JMS Cleaning agrees to maintain insurance in commercially reasonable amounts calculated to protect Company and JMS Cleaning from any and all claims of any kind or nature for worker's compensation, as required by the state where this contract is performed, and for damage to property or personal injury, including death, arising from acts or omissions of JMS Cleaning in performing its duties under this agreement, whether the acts or omissions are those of JMS Cleaning, its employees, or agents, or anyone directly or indirectly engaged or employed by JMS Cleaning or its agents. Please direct all requests for certificates of insurance to john@jmscleaningservices.com.

HIRING JMS CLEANING EMPLOYEES

Client agrees that they can not hire any employees by JMS Cleaning until agreement has been terminated and a time period of 2 years has passed.

AGREEMENT MODIFICATIONS

Any modification to any section of this Agreement shall be conducted in writing by both parties.

COMMUNICATION

Any Communication required between the parties concerning the terms in this Agreement shall be made in writing.

JMS Cleaning INT JH

Company Representative INT IL

JMS Cleaning

Ph (941)363-1895

Email John@jmscleaningservices.com



The Client has provided the following as contact information:

Address: 4000 Creekside Park Dr, Parrish, FL 34219

Company: Cross Creek Amenity Center

Phone: 941-567-2643

Email: TabithaC@medallionhome.com

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

John Hancher Date: 10-3-18
JMS Representative Print Name

[Signature] Date: 10-3-18
JMS Representative Signature

Tabitha Callis Date: 10-4-18
Company Representative Print Name

[Signature] Date: 10-4-18
Company Representative Signature

JMS Cleaning

Ph (941)363-1895

Email John@jmscleaningservices.com

SOUTHWEST MAINTENANCE SERVICES, INC.
2444 Foster Lane
Sarasota, Florida 34239
(941)356-9059

October 15, 2021

Ms. Tabitha Callis
Medallion Homes
Cross Creek Association

send to tabithac@medallionhome.com

Dear Tabitha:

Southwest Maintenance Services proposes to clean the amenity center and bathrooms at Cross Creek. For twice each week service it would cost \$320.00 per month. For three times each week service it would cost \$480.00 per month.

We would clean the pool area and organize the chairs and wipe them and the tables. We would clean and disinfect the bathrooms and resupply them; clean the tables and chairs in the amenity area and wipe the counters with disinfectant. Cobweb dust and dust the ledges; Blow the concrete floors and mop/wash them when needed. We would mop the bathrooms daily.

We will supply all the cleaning equipment and supplies needed as well as the bathroom supplies of toilet paper and towels and hand soap at no cost additional to you. We will give you a certificate of insurance showing our liability and workers compensation insurance coverage. This agreement can be cancelled by either party on thirty days notice.

We offer as references Canoe Creek, Silverleaf, Harrison Ranch, Bella Lago, Del Webb Bayview which we clean in that area.

_____

Agreed to by Southwest Maintenance Agreed to by Cross Creek

CONTRACTUAL TERMS AND CONDITIONS
Ally Facility Solutions Inc. DBA City Wide Facility Solutions
8950 9th St. N., Suite 103 | St. Petersburg, FL 33702

This CONTRACT (the "Contract") is made and entered into as of the _____ day of _____, 20____, by and between Ally Facility Solutions, Inc. d/b/a City Wide Facility Solutions ("City Wide") and _____, a partnership / limited partnership / limited liability company / corporation /not-for-profit corporation (**circle one**), organized under the laws of the State of _____ ("Customer"), each sometimes referred to individually as a "Party" and collectively as the "Parties."

1. Services. The services and related products (if applicable) to be provided by City Wide are as set forth in the Service Agreement attached hereto as **Exhibit A** and may be modified by the Parties as agreed from time to time. Unless a separate contract is executed by the Customer, this Contract shall govern all services and products provided by City Wide to Customer during the term of this Contract.

2. Charges for Services Rendered and Products Delivered. The charge for services rendered and products delivered pursuant to this Contract shall be as set forth in the Investment Recap provided by City Wide and may be amended as set forth herein.

3. Performance. Services shall be provided in a professional and workman-like manner. "City Wide Personnel" consists of City Wide's employees, agents and/or independent contractors. If any of the City Wide Personnel assigned to perform work for Customer are unacceptable to Customer, or if Customer has any other issue with the Services provided by City Wide, Customer shall promptly notify City Wide management of same. If the Parties are unable to arrive at a solution that is acceptable to Customer, Customer may request that City Wide replace the individual(s) providing the Services. City Wide will either replace the individual(s) within a reasonable time frame or terminate the Services provided hereunder effective immediately and City Wide shall have no further obligations under this Contract.

4. Invoices. For services provided on a one-time basis, City Wide will invoice Customer upon commencement of services and payment shall be due within ten (10) days of the date of the invoice. For services provided on a recurring basis, City Wide will invoice Customer on or about the first workday of each month in which services and/or products are provided. Invoices shall be paid by the 10th day of the month of the invoice. WHEN APPLICABLE, SALES TAX WILL BE ADDED TO THE INVOICE. Additional services and products may be purchased by Customer from City Wide. Invoices for the additional services and products will be sent immediately upon commencement of the additional services or delivery of the additional products, and payment will be due within ten (10) days of the date of the invoice. Any dispute concerning an Invoice or the services rendered by City Wide shall be identified in writing within five (5) days of Customer's receipt of the invoice or the rendering of the service, as the case may be. City Wide will charge the Customer a late charge of 1½ % per month on all outstanding balances, with the first such late charge assessed 30 days from the invoice date. Customer agrees to pay all costs incurred by City Wide to collect any outstanding invoices or portions thereof, including but not limited to reasonable attorneys' fees, costs and expenses.

5. Charge Increases and Other Adjustments. The charge for any recurring service provided pursuant to this Contract shall increase on the first anniversary of this Contract and each anniversary thereafter during the Term and any renewal period by the greater of: (i) the amount of change in the Consumer Price Index for All Items for the most recent twelve month period preceding such anniversary as published by the United States Department of Labor's Bureau of Labor Statistics; or (ii) five percent (5%). An additional adjustment to the charge for any recurring service provided pursuant to this Contract may be made at any time in the event that additional costs are incurred by City Wide for Services due to (i) union increase and/or (ii) any other governmental action that directly and materially affects City Wide's cost of Services. For recurring services Contracts, Customer shall immediately notify City Wide in writing of any addition or deletion of square footage being used in Customer's building. No reduction in the charges shall be appropriate until written notification of the deletion of square footage has been given by Customer to City Wide and City Wide Personnel have inspected the premises and confirmed same. Charges shall be due for an addition of square footage immediately upon rendition of services in such additional area, regardless of whether Customer notifies City Wide of such addition. Any change in fees for Services requires a 30 day prior written notice to Customer, and Customer may elect to terminate the Services provided hereunder, in writing, prior to the effective increase without penalty.

6. Materials. All cleaning materials and equipment necessary for City Wide's rendition of services will be furnished by City Wide Personnel, except for usable/consumable items. Customer will provide the usable/consumable items including, but not limited to, hand towels, toilet tissue, hand soap, plastic liners, air fresheners, and feminine hygiene products. At Customer's option and upon request, City Wide can provide these usable/consumable items for an additional cost.

7. No Warranty; Limitation of Liability; Indemnification. While all services shall be provided in a professional and workman-like manner, City Wide makes no warranty (express or implied) as to any services provided or products sold pursuant to this Agreement. City Wide's liability to Customer arising from any breach of this Agreement, any services provided or products sold hereunder, or any other claim related to City Wide's dealings with Customer pursuant to this Agreement shall not exceed the amount actually paid by Customer to City Wide for services provided pursuant to this Agreement during the thirty (30) days immediately preceding the alleged breach. Customer shall fully indemnify, defend and hold harmless City Wide for any and all claims, costs, expenses (including reasonable attorneys' fees) and damages asserted by anyone other than Customer against City Wide arising as a result of or in any way related to alleged acts or omissions by City Wide and/or City Wide Personnel (including their employees, agents, guests, invitees and/or representatives) arising from any breach of this Agreement, any services provided or products sold hereunder, or any other claim related to City Wide's dealings with Customer pursuant to this Agreement.

8. Entire Agreement. This Contract, including any exhibits and the Investment Recap, constitute the entire understanding and agreement between City Wide and Customer with respect to the subject matter hereof. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Contract supersedes any prior agreements that may have been entered into between the parties with respect to the subject matter hereof. This Contract and any provisions set forth in any exhibits or the Investment Recap may be amended only in writing, signed by both parties hereto.

9. Non-Solicitation. During the Term of this Contract, including any renewal periods, and for a period of 180 days following the termination of the Contract, Customer shall not employ, contract with, nor have any business dealings whatsoever which are in any way related to the services provided hereunder with any individual or company that is or was an employee, agent or independent contractor of City Wide (or a parent, subsidiary, franchisee, related or associated company) or any employee or agent of a City Wide independent contractor, while services were being provided hereunder. As used in this section, the term "Customer" shall mean the undersigned Customer, together with all employees, agents, partners, officers, directors and/or principals of Customer and any parent, subsidiary, related or associated company. Should the Customer breach the covenants of this section, in addition to all other remedies provided by law, it is understood that City Wide shall be entitled to: (a) an immediate Temporary Restraining Order from any Court of competent jurisdiction, and thereafter to a Preliminary Injunction and a Permanent Injunction; and (b) an accounting of and recovery from Customer of all revenue, compensation or other consideration that Customer or any third-party gains from violating or breaching this section; and (c) an award of all costs and expenses incurred by City Wide in connection with the enforcement of this Contract, including, but not limited to, reasonable attorneys' fees, investigation costs and court costs. Any period of time in which Customer is in breach of the provisions of this paragraph shall be added to the 180 day duration of the restriction. Any breach or alleged breach of this Contract by City Wide shall not constitute a defense to City Wide's enforcement of this section or any other section of the Contract.

10. Relationship of Parties. Each Party and its personnel are independent in relation to the other Party with respect to all matters arising under this Contract. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Neither Party may assume or create any obligations on the other's behalf without prior written consent.

11. Compliance. The Customer agrees to keep, or cause to keep, all of its facilities in conformity with all applicable federal, state or local laws, ordinances and regulations, as well as in conformity with requests made by City Wide to facilitate the performance of its services, and agrees to fully indemnify, defend and hold harmless City Wide from any loss, injury or damages (including attorneys' fees and costs) caused by the Customer's failure to abide by the terms of this paragraph and/or this Contract.

12. Security. City Wide and its employees, agents, contractors and related companies shall not be responsible for cash and personal valuable items left in the subject building. It is the Customer's responsibility to have such items locked in a secured area which City Wide Personnel do not have access to.

13. Insurance. Customer shall maintain adequate insurance protection covering the subject premises and its employees, including coverage for statutory workers' compensation and comprehensive general liability for bodily injury and property damage. City Wide agrees to maintain in effect at all times during which services are rendered hereunder the following insurance: bodily injury with limits of \$1,000,000 for each person and \$1,000,000 for each occurrence, property damage with limits of \$1,000,000 per occurrence. The Parties agree to furnish proof of required insurance upon request.

14. Term. The term of the Services to be provided hereunder shall commence as set forth herein and shall continue in full force and effect until terminated as set forth herein. Either Party may terminate the Services to be provided hereunder upon thirty (30) days' written notice, provided that no such termination shall affect Customer's obligation to pay City Wide for all Services rendered and product provided. Notwithstanding the foregoing, it is understood and agreed that the Services to be provided hereunder cannot be terminated by the Customer until after the Services have been provided for an initial ninety (90) day period.

15. Force Majeure. City Wide shall be excused from its performance of all obligations under this Contract for a commercially reasonable period of time to the extent that it is prevented, hindered or delayed by an act of God (including, but not limited to, hurricane, fire, explosion, earthquake, or other extreme weather event), pandemic or other community health crisis, or any other unforeseen event.

16. Assignments. This Contract shall bind all parties, their heirs, assigns, successors, agents and representatives. City Wide may assign this Contract and its obligations hereunder, and any assignee or successor is expressly authorized to enforce all provisions of this Contract, including but not limited to any restrictive covenants.

17. Governing Law and Related Legal Considerations. This Contract shall be governed by the laws of Florida. The Parties agree that the venue for any action to enforce or interpret this Contract or any of the provisions hereof shall be in the state or federal court serving residents of Pinellas County, Florida, and expressly submit themselves to the jurisdiction of those courts for such purposes. The Parties further agree that, in any action to enforce or interpret this Contract or any of the provisions hereof, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

Print Customer's Legal Name Here

By: _____

Print: _____

Title: _____

Ally Facility Solutions, Ind. d/b/a
City Wide Facility Solutions

By: _____

Print: _____

Title: _____

A SIGNED FACSIMILE OR EMAIL COPY OF THIS DOCUMENT IS AS BINDING AS AN ORIGINAL.

Created for Crosscreek CDD
October 14, 2021
4000 Creekside Park Dr, Parrish, FL 34219
941-359-9000 | tabithac@medallionhome.com

Investment Recap

City Wide Facility Solutions Service Package

Includes all janitorial services outlined in the service agreement

Services to be Performed	Frequency	Price/Month
Nightly Janitorial	3x wk	\$800.00

Quote Includes:

- Assignment of a Facility Service Manager and Night Manager to hire, manage, train, and hold accountable all persons responsible for cleaning.
- All services performed by the night cleaning team as detailed in the scope of work checklist for approximately amenity center including 4 trash cans, outdoor kitchen and two group restrooms.
- All cleaning chemicals and equipment needed to perform services outlined in the scope of work checklist.

*Tax is not included in above quotes.

Consumables:

_____ Yes, City Wide is expected to manage and order consumable products.

_____ No, City Wide is not expected to manage and order consumable products.

**Consumable products will be ordered as needed and invoiced separately (i.e. toilet paper, paper towels, soaps, trash bags, etc.)

City Wide Facility Solutions

Crosscreek CDD

Authorized Representative Signature

Authorized Representative Signature

Printed Name

Printed Name

Title

Title

Date

Date

Start Date

**Cross Creek
Community Development District**

Discussion of Pool Cleaning Contract

6/10/16

FW: University Village

Dan McCleary | Holiday Pools <pools@holidaypoolsflorida.com>

Archived: 1/13/2018 6:00 PM

Sent: 7/13/2017 6:43 PM

To: Cheryl Sanders | Holiday Pools <accounting@holidaypoolsflorida.com>

Cc: Rick Specht | Holiday Pools <ricks@holidaypoolsflorida.com>

Folder: accounting/Exchange accounting/Inbox/Lennar

image001.png

Cheryl Can you Please Bill Crosscreek an additional \$200.for Julys Service and start billing them \$675 a month from now on until further notice. Thank you

From: John Wollard [mailto:JohnW@medallionhome.com]**Sent:** Thursday, July 13, 2017 8:28 AM**To:** Dan McCleary | Holiday Pools <pools@holidaypoolsflorida.com>**Cc:** Rick Specht | Holiday Pools <ricks@holidaypoolsflorida.com>**Subject:** RE: University Village

Yes, that is fine for Cross Creek. Thank you for recognizing the need. Please have your guy install a lock on the enclosure where the gas temp is located at University Village. Our gas bill is still high and it is the summer in FL... Thanks Dan.

MEDALLION
HOME

Building Trust Since 1984

John Wollard

1651 Whitfield Avenue Suite 200

Sarasota, FL 34243

(941) 567-2643

www.MedallionHome.com**From:** Dan McCleary | Holiday Pools [mailto:pools@holidaypoolsflorida.com]**Sent:** Thursday, July 13, 2017 8:22 AM**To:** John Wollard <JohnW@medallionhome.com>**Cc:** Rick Specht | Holiday Pools <ricks@holidaypoolsflorida.com>**Subject:** RE: University Village

No on the Lock. I will have my guy go by and check it this morning. John since I have you at Crosscreek. We have to up the service to 3xaweek.We have been doing 3 x aweek for the last month trying to get a handle on it. But we can't continue to do at \$475 and maintain it Properly. The price to do it will be an additional \$200 total of \$675 a month. Effective immediately. We can go back to 2x a week once the YMCA is Done

Good morning Dan,

The YMCA will no longer be using the pool at Cross Creek after this month. Please return back to 2x per week starting in September. Thank you.

MEDALLION HOME

Building Trust Since 1984

John Wollard
1651 Whitfield Avenue Suite 200
Sarasota, FL 34243
(941) 567-2643
www.MedallionHome.com

From: Dan McCleary | Holiday Pools [mailto:pools@holidaypoolsflorida.com]
Sent: Thursday, August 3, 2017 8:44 AM
To: John Wollard <JohnW@medallionhome.com>
Cc: Rick Specht | Holiday Pools <ricks@holidaypoolsflorida.com>; Cheryl Sanders | Holiday Pools <accounting@holidaypoolsflorida.com>
Subject: Crosscreek

Good Morning John: Can you check into the payment for pool service at Crosscreek. We have not received June or July and we just billed for August. Thankyou

Dan McCleary
Maintenance Supervisor



7405 28th Street Court East
Sarasota, FL 34243
Office 941-927-1882 X104
Direct Fax 941-552-0180
Additional Fax 941-921-6570
pools@holidaypoolsflorida.com

NOTICE: The information contained in (and attached to) this e-mail is intended only for the personal and confidential use of the designated recipient(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you received this communication in error, please notify us

9/13/2018

Holiday Pools of West Florida,
7405 28th Street Court East
Sarasota, FL 34243-3350

Invoice

INVOICE NO
MC-69707

Phone: (941) 927-1882
Fax: (941) 921-6570

RECEIVED

By Amy Champagne at 1:32 pm, Sep 07, 2021

Bill To: Cross Creek CDD
1651 Whitfield Avenue
Sarasota, FL 34243

Location: Cross Creek CDD
4000 Creekside Park Dr
Parrish, FL 34219

ACCOUNT NO	Job Number	Sales Rep	TERMS	INVOICE DATE	PAGE
20CROSSC			Due Upon Receipt	9/1/2021	

ITEM NO	DESCRIPTION	AMOUNT
	Monthly Pool Maintenance/ 3X Weekly	675.00

TOTAL AMOUNT

675.00

APPROVED

ce

9/24/21

PAYMENT DUE UPON RECEIPT

Please Reference Invoice number to insure payment is applied properly.

1 1/2% per month (18% per annum) Service Charge will be added to all accounts over 30 days old

Your Prompt Payment is Appreciated!

ALL MAJOR CREDIT CARDS ACCEPTED

KBR POOL SERVICES, LLC

PO BOX 3358

Apollo Beach, FL 33572

813-857-4304

Email: KBROFTAMPA@Yahoo.com

Proposal Description:

To service/clean and maintain the Cross Creek Community Pool and water pad 3 days per week Monday, Wednesday, & Fridays

Services to include:

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

Monthly Grand Total:

\$1,300.00

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

KBR POOL SERVICES, LLC

PO BOX 3358

Apollo Beach, FL 33572

813-857-4304

Email: KBROFTAMPA@Yahoo.com

Repair Proposal Description:

Repair 1: To replace the water slide 3phase 15 hp motor and new seals

Water Slide Motor Total: \$3,500

Repair 2 : To replace the 1 of 2 main pool recirc motor 3hp 1 phase motor and seals

Pool Pump Motor Total: \$1,400

**Cross Creek
Community Development District**

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

SOUTHWEST MAINTENANCE SERVICES, INC.
2444 Foster Lane
Sarasota, Florida 34239
(941)356-9059

November 16, 2021

Tabitha Callis
Cross Creek CDD
Medallion Homes

send to tabithac@medallionhome.com

Dear Tabitha:

Southwest Maintenance Services proposes to clean the amenity center paver bricks and concrete walkways throughout the pool area, bar and sitting area, entrance area, and the playground area completely with a pressure washer.

We also will clean the chairs and tables at the pool and bar/sitting area by cleaning by hand with dawn and simple green mix and then pressure soft wash it off on all sides of the chairs - front and back.

We also will clean a few spots at the playground while we are there that have some mildew on them and rinse it clean.

The cost for this would be \$1,350.00 total for everything. It would take us three work days to complete the job. and we could schedule it within three weeks of the approval.

Sincerely,



Bill Graham
Owner

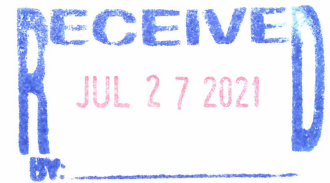
CC: Vanessa at ripollv@pfm.com
Alba at alba.sanchez@inframark.com
Chris at chrisc@medallionhome.com

Professional Maintenance and Janitorial Services Since 1976

**Cross Creek
Community Development District**

Ratification of Payment Authorizations 122-- 131

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 122
7/8/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	Holiday Pools of West Florida Replace Filter Grids & Breaker Pool Maintenance: July 2021	81531 MC-67853	\$ 1,390.00 ✓ \$ 675.00 ✓
2	Impact Pest Pest Control: July 2021	946432	\$ 140.00 ✓
3	JMS Cleaning Janitorial Services: July 2021	1731ABCD	\$ 1,034.75 ✓
4	Longboat Aquatics Monthly Lake Services B1 C1: July 2021 Monthly Lake Services: July 2021	58500 58501	\$ 342.00 ✓ \$ 1,104.00 ✓
5	Manatee County Utilities (Paid Online) 4000 CREEKSIDE PARK DR; 05/18/21-06/21/21 12501 RYEGRASS LOOP; 05/18/21-06/21/21 12515 FRESHWATER RUN; 05/18/21-06/21/21	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 649.42 ✓ \$ 31.99 ✓ \$ 99.65 ✓
6	Peace River Electric (Paid Online) 12220 SILKWOOD WAY; 05/10/21-06/09/21 4601 CREEKSIDE PARK DR; 05/10/21-06/09/21 4100 CREEKSIDE PARK DR; 05/24/21-06/24/21 4890 GOLF COURSE RD; 05/27/21-06/26/21 02-040-4L-1; 05/24/21-06/24/21 12407 LARCHMERE LN; 05/20/21-06/19/21 12400 SILKWOOD WAY; 05/10/21-06/09/21 12310 SILKWOOD WAY; 05/20/21-06/19/21 3693 CREEKSIDE PARK DR; 06/06/21-07/06/21	Acct: 158231001 Acct: 158231002 Acct: 158231004 Acct: 158231005 Acct: 158231006 Acct: 158231007 Acct: 158231008 Acct: 158231009 Acct: 186140001	\$ 66.92 ✓ \$ 48.81 ✓ \$ 2,124.80 ✓ \$ 57.67 ✓ \$ 1,247.99 ✓ \$ 39.00 ✓ \$ 38.31 ✓ \$ 35.07 ✓ \$ 32.00 ✓
7	Southwest Maintenance Services, Inc. Amenity Center Plumbing Repairs Amenity Center Water Line Repairs	7112 7197	\$ 346.18 ✓ \$ 898.91 ✓
8	Synovus Bank Interest Pmt/ Synovus Loan	Interest 07.15.21	\$ 68.33 ✓

TOTAL	\$ 10,470.80
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APPROVED:
CE
8/11/21

Charles P. Gray, Chairman
Board Member

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 123

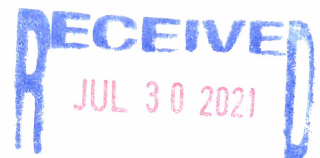
7/22/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	PFM Group Consulting LLC District Management Fee: July 2021 Postage/FedEx: June 2021	DM-07-2021-14 OE-EXP-07-13	\$ 2,500.00 \$ 12.98
TOTAL			\$ 2,512.98

APPROVED
CE
7/31/21
Charles Ray, Chairman
Board Member

C
6/11/21

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. 124

7/29/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	BrightView Landscape Services Landscape Maintenance: August 2021	7462651	\$ 8,774.00 ✓
2	Holiday Pools of West Florida Replace Motor/Band Clamp	81800	\$ 610.00 ✓
3	SiteOne Landscape Supply Landscaping Materials (April 2020) Landscaping Materials (July 2020)	98548752-001 102051859-001	\$ 54.91 ✓ \$ 408.26 ✓
4	Suburban Propane Propane Delivery	458030	\$ 252.37 ✓

TOTAL

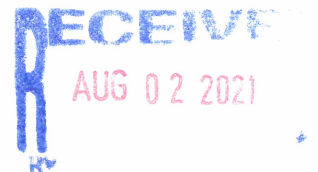
\$ 10,099.54

APPROVED.
CL
8/10/21

Charles P. Ray, Chairman
Board Member

8/16/21

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



CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Funding Request No. 125

8/5/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	Envera Alarm Monitoring: August 2021	705386	\$ 618.00 ✓
2	Holiday Pools of West Florida Pool Maintenance: August 2021	MC-68792	\$ 675.00 ✓
3	JMS Cleaning Janitorial Services: August 2021	1759ABCD	\$ 1,034.75 ✓
4	Longboat Aquatics Monthly Lake Services B1 C1: August 2021 Monthly Lake Services: August 2021	58582 58583	\$ 342.00 ✓ \$ 1,104.00 ✓
5	Peace River Electric (Paid Online) 12220 SILKWOOD WAY; 06/09/21-07/09/21 4601 CREEKSIDE PARK DR; 06/09/21-07/09/21 12407 LARCHMERE LN; 06/19/21-07/19/21 12400 SILKWOOD WAY; 06/09/21-07/09/21 12310 SILKWOOD WAY; 06/19/21-07/19/21	Acct:158231001 Acct:158231002 Acct:158231007 Acct:158231008 Acct: 158231009	\$ 66.70 ✓ \$ 48.87 ✓ \$ 39.00 ✓ \$ 38.71 ✓ \$ 34.98 ✓
6	Persson, Cohen & Mooney, P.A. District Counsel: July 2021	904	\$ 786.00 ✓
7	Southwest Maintenance Services, Inc. Relocate Dog Park Benches	7511	\$ 500.00 ✓
8	VenturesIn.com, Inc. Website Maintenance: August 2021	45540	\$ 40.00 ✓

TOTAL

\$ 5,328.01

APPROVED
CE
8/25/21

Charles P. Bay
Board Member

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

08/31/21
e/25/4

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Funding Request No. 126

8/12/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	Manatee County Utilities (Paid Online)		
	4000 CREEKSIDE PARK DR; 06/21/21-07/21/21	Acct: 187908-133094	\$ 744.45 ✓
	12501 RYEGRASS LOOP; 06/21/21-07/21/21	Acct: 187908-134766	\$ 31.99 ✓
	12515 FRESHWATER RUN; 06/21/21-07/21/21	Acct: 187908-134768	\$ 32.72 ✓
2	Peace River Electric (Paid Online)		
	4100 CREEKSIDE PARK DR; 06/24/21-07/24/21	Acct: 158231004	\$ 1,673.45 ✓
	4890 GOLF COURSE RD; 06/26/21-07/26/21	Acct: 158231005	\$ 58.24 ✓
	02-040-4L-1; 06/24/21-07/24/21	Acct: 158231006	\$ 1,209.58 ✓
	3693 CREEKSIDE PARK DR; 07/06/21-08/05/21	Acct: 186140001	\$ 32.00 ✓
3	Southwest Maintenance Services, Inc.		
	Restroom Vandalism Repairs and Cleanup	8413	\$ 318.00 ✓
	Anchor Dog Park Benches	8420	\$ 600.00 ✓
4	Suburban Propane		
	Propane Delivery	86934	\$ 95.00 ✓
5	Synovus Bank		
	Interest Pmt/ Synovus Loan	Interest 08.15.21	\$ 70.61 ✓

TOTAL \$ 4,866.04

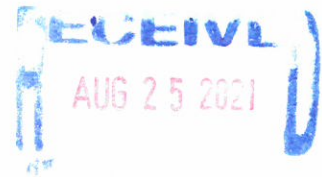
Charles R. Ray, Chairman
Board Member

APPROVED
CE
8/25/21

8/31/21
8/25/21

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

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT



Funding Request No. 127

8/19/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	Impact Pest Check Rodent Stations	954227	\$ 80.00 ✓
2	The Lake Doctors Water Management: August 2021	598756	\$ 630.00 ✓
3	McClatchy Company (Bradenton Herald) Legal Advertising on 08/06/21 & 08/13/21 (Ad: IPL0032895)	101055	\$ 294.37 ✓
4	Peace River Electric (Paid Online) 12220 SILKWOOD WAY; 07/09/21-08/09/21 4601 CREEKSIDE PARK DR; 07/09/21-08/09/21 12400 SILKWOOD WAY; 07/09/21-08/09/21	Acct:158231001 Acct:158231002 Acct:158231008	\$ 51.37 ✓ \$ 49.76 ✓ \$ 38.82 ✓
5	PFM Group Consulting LLC District Management Fee: August 2021 Postage: July 2021	DM-08-2021-14 OE-EXP-08-12	\$ 2,500.00 ✓ \$ 1.53 ✓
TOTAL			\$ 3,645.85

Charles P. [Signature]
Board Member

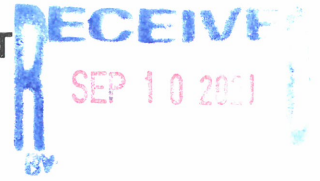
APPROVED
CC
9/10/21

C
9/14/21

AD
9/16/21

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

CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT



Payment Authorization No. 128
8/26/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	BrightView Landscape Services Landscape Maintenance: September 2021	7507709	\$ 8,774.00 ✓

TOTAL	\$ 8,774.00
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APPROVED
CC
9/10/21

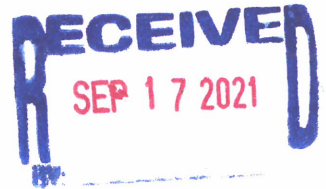
Charles R. Ray
Board Member

CC
9/14/21

AD
9/16/21

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

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 129

9/9/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	Envera Alarm Monitoring: October 2021	706500	\$ 636.54 ✓
2	Holiday Pools of West Florida Pool Maintenance: September 2021	MC-69707	\$ 675.00 ✓
3	The Lake Doctors Water Management: September 2021	605013	\$ 630.00 ✓
4	Medallion Realty Reimburse Entrance Wayfinder Sign	09032021	\$ 597.42 ✓
5	OnSight Industries Wayfinder Sign Installation	006-21-302796-1	\$ 1,792.25 ✓
6	Peace River Electric (Paid Online) 4100 CREEKSIDE PARK DR; 07/24/21-08/24/21 4890 GOLF COURSE RD; 07/26/21-08/25/21 02-040-4L-1; 07/24/21-08/24/21 12407 LARCHMERE LN; 07/19/21-08/18/21 12310 SILKWOOD WAY; 07/19/21-08/18/21	Acct:158231004 Acct:158231005 Acct:158231006 Acct:158231007 Acct: 158231009	\$ 1,352.58 ✓ \$ 59.60 ✓ \$ 1,462.27 ✓ \$ 39.00 ✓ \$ 35.32 ✓
7	Persson, Cohen & Mooney, P.A. District Counsel: August 2021	1034	\$ 917.00 ✓
8	Southwest Maintenance Services, Inc. Debris Cleanup Pressure Wash Playground Equipment	7304 7305	\$ 420.00 ✓ \$ 520.00 ✓
9	Synovus Bank Interest Pmt/ Synovus Loan	Interest 09.15.21	\$ 70.61 ✓
10	VenturesIn.com, Inc. Website Maintenance: September 2021 Domain Name Renewal	45569 45595	\$ 40.00 ✓ \$ 29.99 ✓

TOTAL \$ ~~9,277.58~~

7,485.33

-327.50
+7157.83

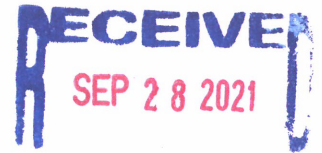
Charles Phay Chan
Board Member

9/29/21

APPROVED AS
MODIFIED
CC
9/24/21

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

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 130
9/16/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	Manatee County Utilities (Paid Online) 4000 CREEKSIDE PARK DR; 07/21/21-08/19/21 12501 RYEGRASS LOOP; 07/21/21-08/20/21 12515 FRESHWATER RUN; 07/21/21-08/20/21	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 693.28 ✓ \$ 31.99 ✓ \$ 42.96 ✓
2	PFM Group Consulting LLC Dissemination Fee S2007AB/2016AB: 07/01/21-09/30/21	116945	\$ 1,000.00 ✓
3	Suburban Propane Propane Delivery - Late Charge	--	\$ 5.21 ✗

TOTAL	\$ 1,773.44
--------------	-------------------------------

1,768.23

Approved

AS Modified

ce

9/28/21

Charles P. ...
Board Member

ce
9/24/21

OK

OK

OK

10/12/21

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

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 131

9/23/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	BrightView Landscape Services Plant Removal	7544021	\$ 1,015.00 ✓
2	JMS Cleaning Janitorial Services: September 2021	1780ABCD	\$ 1,034.75 ✓
3	Peace River Electric (Paid Online) 12220 SILKWOOD WAY; 08/09/21-09/09/21 4601 CREEKSIDE PARK DR; 08/09/21-09/09/21 12400 SILKWOOD WAY; 08/09/21-09/09/21 3693 CREEKSIDE PARK DR; 08/05/21-09/04/21	Acct:158231001 Acct:158231002 Acct:158231008 Acct: 186140001	\$ 51.70 ✓ \$ 51.12 ✓ \$ 39.28 ✓ \$ 33.00 ✓
4	Suburban Propane Propane Delivery - 09/14/21	201969	\$ 96.00 ✓

TOTAL \$ 2,320.85

Vivian Carvalho

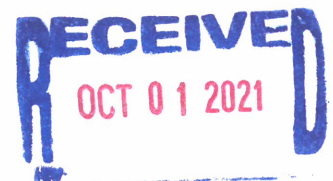
Charles D. Bray, Chairman
Board Member

APPROVED
CE
11/04/21

11/5/21

11/5/21

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



**Cross Creek
Community Development District**

Review of District Financial Statements

Cross Creek CDD
Statement of Financial Position
As of 9/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$23,080.28				\$23,080.28
Escrow Account	40,000.00				40,000.00
Assessments Receivable	5,911.27				5,911.27
Prepaid Expenses	1,346.87				1,346.87
Due From Other Funds		\$40,000.00			40,000.00
Debt Service Reserve 2007A Bond		14,200.12			14,200.12
Debt Service Reserve 2007B Bond		9,500.08			9,500.08
Debt Service Reserve 2016AB Bond		211,356.93			211,356.93
Revenue 2007AB Bond		20,149.61			20,149.61
Revenue 2016AB Bond		0.73			0.73
Prepayment 2016A Bond		67,000.18			67,000.18
Sinking Fund 2016A Bond		0.02			0.02
Acquisition/Construction 2007AB Bond			\$240.09		240.09
Deferred Cost 2007AB Bond			655.36		655.36
Total Current Assets	<u>\$70,338.42</u>	<u>\$362,207.67</u>	<u>\$895.45</u>	<u>\$0.00</u>	<u>\$433,441.54</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$322,207.67	\$322,207.67
Amount To Be Provided				2,837,792.33	2,837,792.33
Amount to be Provided (O&M)				20,500.00	20,500.00
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,180,500.00</u>	<u>\$3,180,500.00</u>
Total Assets	<u><u>\$70,338.42</u></u>	<u><u>\$362,207.67</u></u>	<u><u>\$895.45</u></u>	<u><u>\$3,180,500.00</u></u>	<u><u>\$3,613,941.54</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$34,189.39				\$34,189.39
Due To Other Funds	40,000.00				40,000.00
Total Current Liabilities	<u>\$74,189.39</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$74,189.39</u>

Cross Creek CDD
Statement of Financial Position
As of 9/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$3,160,000.00	\$3,160,000.00
Notes and Loans Payable Long Term (O&M)				20,500.00	20,500.00
Total Long Term Liabilities		\$0.00	\$0.00	\$3,180,500.00	\$3,180,500.00
Total Liabilities	\$74,189.39	\$0.00	\$0.00	\$3,180,500.00	\$3,254,689.39
<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	24,444.33				24,444.33
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		(274,666.63)			(274,666.63)
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			1.54		1.54
Net Assets - General Government			1,905,948.00		1,905,948.00
Total Net Assets	(\$3,850.97)	\$362,207.67	\$895.45	\$0.00	\$359,252.15
Total Liabilities and Net Assets	\$70,338.42	\$362,207.67	\$895.45	\$3,180,500.00	\$3,613,941.54

Cross Creek CDD
Statement of Activities
As of 9/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$304,176.82				\$304,176.82
Off-Roll Assessments	39,188.64				39,188.64
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		311,968.29			311,968.29
Developer Contributions		3,206,144.11			3,206,144.11
Inter-Fund Group Transfers In		4,998.56			4,998.56
Inter-Fund Transfers In			\$1.44		1.44
Total Revenues	<u>\$341,981.46</u>	<u>\$3,724,544.66</u>	<u>\$1.44</u>	<u>\$0.00</u>	<u>\$4,066,527.56</u>
<u>Expenses</u>					
Public Officials' Insurance	\$2,599.00				\$2,599.00
Trustee Services	5,387.49				5,387.49
District Management	30,000.00				30,000.00
Field Management	4,800.00				4,800.00
Dissemination Agent	4,000.00				4,000.00
District Counsel	13,755.00				13,755.00
Assessment Administration	5,000.00				5,000.00
Audit	3,200.00				3,200.00
Janitorial Service	9,269.89				9,269.89
Postage & Shipping	175.01				175.01
Legal Advertising	1,166.66				1,166.66
Bank Fees	0.70				0.70
Contingency	2,187.42				2,187.42
Office Supplies	182.10				182.10
Web Site Maintenance	509.99				509.99
Dues, Licenses, and Fees	213.30				213.30
Principal Payments	20,500.00				20,500.00
Interest Payments	1,291.67				1,291.67
Security	7,416.00				7,416.00
Electric	41,034.34				41,034.34
Gas	443.37				443.37
Water	8,568.85				8,568.85
Amenity - Dues & License	375.00				375.00
Pool Maintenance	9,090.00				9,090.00
General Liability Insurance	3,639.00				3,639.00

Property & Casualty	5,893.00	5,893.00
Lake Maintenance	14,640.00	14,640.00
Landscaping Maintenance & Material	105,608.49	105,608.49

Cross Creek CDD
Statement of Activities
As of 9/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Landscape Improvements	12,337.62				12,337.62
Equipment Repair & Maintenance	8,129.93				8,129.93
Pest Control	1,123.30				1,123.30
Trustee Counsel		\$5,000.00			5,000.00
Principal Payment		3,685,000.00			3,685,000.00
Interest Payments		309,236.25			309,236.25
Total Expenses	<u>\$322,537.13</u>	<u>\$3,999,236.25</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,321,773.38</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income		\$24.98			\$24.98
Net Increase (Decrease) in FV of Inv		(0.02)			(0.02)
Interest Income			\$0.10		0.10
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$24.96</u>	<u>\$0.10</u>	<u>\$0.00</u>	<u>\$25.06</u>
Change In Net Assets	\$19,444.33	(\$274,666.63)	\$1.54	\$0.00	(\$255,220.76)
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>(\$3,850.97)</u></u>	<u><u>\$362,207.67</u></u>	<u><u>\$895.45</u></u>	<u><u>\$0.00</u></u>	<u><u>\$359,252.15</u></u>

Cross Creek CDD
Budget to Actual
For the Month Ending 9/30/21

	Year To Date			FY 2021
	Actual	Budget	Variance	Adopted Budget
<u>Revenues</u>				
Assessments	\$ 343,365.46	\$ 347,779.00	\$ (4,413.54)	\$ 347,779.00
Other Income and Financing Sources	3,616.00	-	3,616.00	-
Net Revenues	\$ 346,981.46	\$ 347,779.00	\$ (797.54)	\$ 347,779.00
<u>General & Administrative Expenses</u>				
Public Officials' Insurance	\$ 2,599.00	\$ 2,723.00	\$ (124.00)	\$ 2,723.00
Trustee Services	5,387.49	8,500.00	(3,112.51)	8,500.00
District Management	30,000.00	30,000.00	-	30,000.00
Field Management	4,800.00	7,250.00	(2,450.00)	7,250.00
Engineering	-	500.00	(500.00)	500.00
Dissemination Agent	4,000.00	4,000.00	-	4,000.00
Property Appraiser	-	500.00	(500.00)	500.00
District Counsel	13,755.00	8,000.00	5,755.00	8,000.00
Assessment Administration	5,000.00	5,000.00	-	5,000.00
Reamortization Schedule	-	750.00	(750.00)	750.00
Audit	3,200.00	6,500.00	(3,300.00)	6,500.00
Arbitrage Calculation	-	500.00	(500.00)	500.00
Travel and Per Diem	-	400.00	(400.00)	400.00
Telephone	-	50.00	(50.00)	50.00
Postage & Shipping	175.01	100.00	75.01	100.00
Copies	0.70	25.00	(24.30)	25.00
Legal Advertising	1,166.66	450.00	716.66	450.00
Office Supplies	182.10	25.00	157.10	25.00
Web Site Maintenance	509.99	480.00	29.99	480.00
Dues, Licenses, and Fees	213.30	175.00	38.30	175.00
Interest Payments	1,291.67	1,200.00	91.67	1,200.00
Principal Payment	20,500.00	20,500.00	-	20,500.00
Total General & Administrative Expenses	\$ 92,780.92	\$ 97,628.00	\$ (4,847.08)	\$ 97,628.00
<u>Field Expenses</u>				
Contingency	\$ 2,187.42	\$ 2,000.00	\$ 187.42	\$ 2,000.00
Electric	41,034.34	40,000.00	1,034.34	40,000.00
Gas	443.37	100.00	343.37	100.00
Water	8,568.85	12,000.00	(3,431.15)	12,000.00
Pool Maintenance	9,090.00	10,000.00	(910.00)	10,000.00
Amenity - Dues & Licenses	375.00	-	375.00	-
General Liability Insurance	3,639.00	3,603.00	36.00	3,603.00
Property & Casualty	5,893.00	5,892.00	1.00	5,892.00
Janitorial/Cleaning	9,269.89	6,000.00	3,269.89	6,000.00
Camera/Monitoring	7,416.00	7,704.00	(288.00)	7,704.00
Lake Maintenance	14,640.00	12,852.00	1,788.00	12,852.00
Landscape Maintenance	105,608.49	107,000.00	(1,391.51)	107,000.00
Landscape Improvements	12,337.62	30,000.00	(17,662.38)	30,000.00
Equipment Repair & Maintenance	8,129.93	12,000.00	(3,870.07)	12,000.00
Pest Control	1,123.30	1,000.00	123.30	1,000.00
Total Field Expenses	\$ 229,756.21	\$ 250,151.00	\$ (20,394.79)	\$ 250,151.00
Total General, Administrative Expenses & Field Expense	\$ 322,537.13	\$ 347,779.00	\$ (25,241.87)	\$ 347,779.00
Total Expenses	\$ 322,537.13	\$ 347,779.00	\$ (25,241.87)	\$ 347,779.00
Net Income (Loss)	\$ 24,444.33	\$ -	\$ 24,444.33	\$ -