



Rizzetta & Company

Cross Creek North Community Development District

**Board of Supervisors' Meeting
January 10, 2023**

**District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084**

www.crosscreeknorthcdd.org

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Cross Creek North Amenity Center
2895 Big Oak Drive, Green Cove Springs, FL 32043
www.crosscreeknorthcdd.org

Board of Supervisors	Bob Porter Mark Dearing Shane Ricci Anthony Sharp James Teagle	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Kutak Rock, LLP
District Engineer	Ann Newland	England-Thims and Miller, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.crosscreeknorthcdd.org

**Board of Supervisors
Cross Creek North Community
Development District**

January 3, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Cross Creek North Community Development District will be held on **January 10, 2023 at 3:30 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043. The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of Meeting from the regular Board Meeting held on November 8, 2022 Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for August and September 2022 Tab 2
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Manager Report
 1. Charles Aquatics Service Report..... Tab 3
 - D. Landscape Report..... Tab 4
 - E. District Manager
- 5. BUSINESS ITEMS**
 - A. Consideration of Greenpoint Proposal for Enhancement of Common Area in Phase 2A Tract F Tab 5
 - B. Consideration of Greenpoint Proposal for Maintenance of Common Area and Ponds in Phase 2F Tab 6
 - C. Consideration of Proposal from Charles Aquatics for Maintenance of Phase 2F Ponds..... Tab 7
 - D. Consideration of Proposal from Charles Aquatics for Fish Barriers in Ponds 13, 18 and 20..... Tab 8
 - E. Consideration of Resolution 2023-03; Amending Records Retention Policy..... Tab 9
 - F. Consideration of Resolution 2023-04; Setting Public Hearing on Parking & Towing Rules Tab 10
 - G. Consideration of Resolution 2023-05; Setting Public Hearings on Rates for Boat/RV Storage Facility and for Amended Suspension and Termination Policies Tab 11
 - H. Ratification of Endorsement to Property Policy for Second Entry Monument Tab 12
 - I. Consideration of First Place Fitness Price Increase for Preventative Maintenance Tab 13
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Sincerely,
Lesley Gallagher
Lesley Gallagher

Tab 1

MINUTES OF MEETING

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

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Cross Creek North Community Development District was held on **Tuesday, November 8, 2022 at 3:30 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043.

Present and constituting a quorum:

Robert Porter	Board Supervisor, Chairman
Shane Ricci	Board Supervisor, Assistant Secretary
Mark Dearing	Board Supervisor, Assistant Secretary
Anthony Sharp	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock (via speakerphone)
Steve Howell	Field Operations Manager, Vesta Property Services
David Anderson	Vesta Property Services
Carlos Gonzales	Greenpoint Landscape
Mike Peters	Greenpoint Landscape

Audience members present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter opened the Board of Supervisors' meeting at 3:31 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Audience had comments on the landowner election.

THIRD ORDER OF BUSINESS

Administration of Oath of Office

James Teagle was not in attendance, but Shane Ricci and Anthony Sharp took their Oath of Office prior to the onset of the meeting.

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FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2023-01;
Canvassing and Certifying the Landowners
Election**

The Board adopted Resolution 2023-01; Certifying the Landowners Election held November 7, 2022 which resulted in Shane Ricci and Anthony Sharp each receiving a four year term and James Teagle receiving a two year term.

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board adopted Resolution 2023-01; Canvassing and Certifying the Landowners Election, for the Cross Creek North Community Development District.

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FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-02;
Redesignating Officers**

Resolution 2023-02; Redesignating Officers was adopted with Robert Porter as Chairman, Mark Dearing as Vice Chairman, and Anthony Sharp, Shane Ricci, James Teagle, Lesley Gallagher and Carol Brown as Assistant Secretaries.

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board adopted Resolution 2023-02; Redesignating Officers, for the Cross Creek North Community Development District.

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SIXTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Landowner Election held November 7, 2022
(under separate cover)**

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the minutes of the Landowners Election held November 7, 2022 (exhibit A), for the Cross Creek North Community Development District.

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SEVENTH ORDER OF BUSINESS

**Consideration of the Minutes of the Board of
Supervisors' Meeting held on August 9, 2022**

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on August 9, 2022 for the Cross Creek North Community Development District.

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EIGHTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for July 2022**

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On a motion by Mr. Dearing, seconded by Mr. Ricci with all in favor, the Board ratified the Operation and Maintenance Expenditures for July in the amount of \$42,905.70, for Cross Creek North Community Development District.

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NINTH ORDER OF BUSINESS

Staff Reports

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A. District Counsel

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Ms. Buchanan updated the Board that Clay County was requesting an easement on tracts B&C in unit F to do some improvements on their property that would impact the District's stormwater system. Ms. Buchanan noted that this was still in negotiation and the Board authorized the Chairman to finalize.

88

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board authorized the Chairman to finalize the request for easements on Tracts B&C Unit F from Clay County, for the Cross Creek North Community Development District.

89

B. District Engineer

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Not requested to attend.

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C. Amenity Manager

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1. Charles Aquatics Report

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Mr. Howell provided a verbal report to the Board and requested that as the second entry is nearing completion, the Board authorize the pump equipment be fenced in at the second entry as was done at the front entry, the Board approved. Mr. Howell also updated the Board that he had accepted a position with Sunbelt Access Systems and Mark Insel would be continuing in the role as Amenity Manager at Cross Creek North with David Anderson taking on the role as Field Operations Manager.

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D. Landscape Report

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Mr. Peters provided a verbal report for Landscaping.

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The Board moved to agenda item 5G – Consideration of Proposal for Plant Replacements.

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TENTH ORDER OF BUSINESS

Consideration of Proposal for Plant Replacements

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The Board authorized option #2 for the removal of dead roses and installation of forty five three gallon muhly grass plants totaling \$675.00.

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Board moved back to agenda item 4E – District Manager Report.

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ELEVENTH ORDER OF BUSINESS

District Manger Report

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117 Ms. Gallagher reviewed her report and updated the Board that her office has continued to
118 receive concerns regarding a common area next to 3148 Cold Leaf Way. She provided photos
119 of the area from August 2022 and October 2022, which showed the improvement and noted
120 neither Greenpoint nor Vesta recommended scraping this area and resodding at this time. The
121 Board provided direction to continue to monitor at this time.

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123 **TWELFTH ORDER OF BUSINESS** **Consideration of Proposal from Charles**
124 **Aquatics for Maintenance of Phase 2C Ponds**
125

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the Charles Aquatics proposal for three additional ponds at an additional expense of \$425.00 per month, for Cross Creek North Community Development District.

126
127 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Proposal from Greenpoint**
128 **for Maintenance of Phase 2C Common**
129 **Areas**
130

131 The Board reviewed the proposal from Greenpoint for additional landscape areas in Phase 2C.
132 Ms. Gallagher updated the Board that this proposal would take the landscape maintenance
133 line over budget for FY 2022/2023 and that there would be additional areas to still come online
134 this fiscal year. She also pointed out that the District has a miscellaneous contingency line of
135 \$50,000.00.
136

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the proposal from Greenpoint for Phase 2C common areas at an additional monthly expense of \$1,700.00, for the Cross Creek North Community Development District.

137
138 **FOURTEENTH ORDER OF BUSINESS** **Ratification of FY 2022/2023 District**
139 **Insurance Policy Renewal**
140

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board ratified the approval of the FY 2022/2023 District Insurance Policy Renewal, for the Cross Creek North Community Development District.

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143 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Proposal for Annual**
144 **Engineer's Report**
145

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the Proposal for Annual Engineer's Report, for the Cross Creek North Community Development District.

146
147 **SIXTEENTH ORDER OF BUSINESS** **Update on Turner Pest Control Fees**
148

149 The Board reviewed the notification of rate increase from Turner Pest Control and approved
150 the 10% increase effective January 1, 2023.
151

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the Turner Pest Control 10% price increase, for the Cross Creek North Community Development District.

152
153 **SEVENTEENTH ORDER OF BUSINESS**

**Consideration of Proposal(s) for Roundabout
Striping (under separate cover)**

154
155
156 The Board reviewed one proposal (Exhibit B) from M&J Striping in the amount of \$2,810.00.
157 Discussion ensued regarding the need for temporary paint and this was noted to be something
158 used more on newly paved roads. The Board requested this be removed from the proposal and
159 authorized a not to exceed approval of \$2,810.00.
160

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the M&J Proposal for Roundabout Striping, as amended, in a not to exceed amount of \$2,810.00, for the Cross Creek North Community Development District.

161
162 **EIGHTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience
Comments**

163
164
165 No supervisor comments.
166

167 Audience had comments on the following: lake #8 being approximately 3 feet down, Cold Creek
168 Court drainage, trees in front of homes and maintenance responsibility, parking near mailboxes.
169

170 An audience member thanked the Board and Staff.
171

172 **NINETEENTH ORDER OF BUSINESS**

Adjournment

173
On a motion by Mr. Dearing, seconded by Mr. Ricci with all in favor, the Board adjourned meeting at 4:04 p.m. for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

MINUTES OF MEETING

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

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The **Landowner Election** meeting of the Cross Creek North Community Development District was held on **November 7, 2022 at 2:00 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043.

FIRST ORDER OF BUSINESS Call to Order

Present

Robert S. Porter **Designated Proxy Holder**

Also present were:

Lesley Gallagher **District Manager, Rizzetta & Company**
Carol Brown **District Manager, Rizzetta & Company**
Katie Buchanan **Hopping Green & Sams, P.A. (via speaker phone)**

Ms. Gallagher called the meeting to order at 2:04 p.m.

**SECOND ORDER OF BUSINESS Election of Chairman for the Purpose of
Conducting the Landowner Election**

Ms. Gallagher was designated as the Chairman for the election.

**THIRD ORDER OF BUSINESS Determination of Number of Voting Units
Represented**

Ms. Gallagher stated that she received one proxy from D.R. Horton, Inc., Jacksonville representing seven hundred and four (704) voting units naming Robert Porter as designated proxy holder acting on behalf of D.R. Horton, Inc. – Jacksonville.

FOURTH ORDER OF BUSINESS Nominations of Position of Supervisors

Ms. Gallagher asked for a call for nominations. The nominations were James Teagle, Shane Ricci and Anthony Sharp.

FIFTH ORDER OF BUSINESS Casting of Ballots

49
50 Ms. Gallagher stated that she received one ballot.

51
52 **SIXTH ORDER OF BUSINESS** **Final Tabulation of Ballots and**
53 **Announcement of Candidates**

54
55 Ms. Gallagher stated the votes were cast as follows: Shane Ricci received seven hundred and
56 four (704) votes, Anthony Sharp received seven hundred and four (704) votes and James Teagle
57 received seven hundred and three (703) votes.

58
59 As a result of these votes Shane Ricci will receive a four (4) year term, Anthony Sharp will received
60 a four (4) year term and James Teagle will receive a two (2) year term.

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62 **SEVENTH ORDER OF BUSINESS** **Adjournment**

63
64 Ms. Gallagher stated there was no other business to come before the Landowners and adjourned the
65 meeting at 2:07 p.m.

66
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69
70 _____
71 Secretary/Assistant Secretary

Chairman/Vice Chairman



EXHIBIT B

Estimate

P.O. Box 130
 Bryceville, FL 32009
 dcmain27@gmail.com

Date	Estimate #
10/19/2022	20795

Bill To:
J. LUCAS & ASSOCIATES, INC. 1305 Cedar Street Jacksonville, Florida 32207

Project Name
CROSS CREEK STRIPING

Contact	Terms
RYAN	NET 15

Estimator
DONNA***

Qty	Description	Unit Cost	Total
	<p>M & J STRIPING, INC. IS PROUD TO BE A J.S.E.B. / L.S.E.B. / W.B.E.</p> <p>LOCATION: BIG OAK DRIVE @ ROUNDABOUT - CROSS CREEK / GREEN COVE SPRINGS / CLAY COUNTY</p> <p>ESTIMATE UPDATED 11-17-22 - DELETED TEMPORARY PAINT STRIPING - PER CUSTOMER. CUSTOMER VERIFIES THAT ALL AREAS WHERE THERMO-PLASTIC STRIPING IS TO BE APPLIED ARE ASPHALT (NO CONCRETE) THAT WILL HAVE CURED A MINIMUM OF 30 DAYS PRIOR TO THERMO-PLASTIC APPLICATION.</p> <p>NO PLAN DATE OR SHEET NUMBER VISIBLE ON PLAN SHEET / NO SPECS. OR DETAILS PROVIDED. THIS ESTIMATE IS FOR AREAS / ITEMS WITHIN CLOUDED AREAS ON PLAN SHEET ONLY / ALL OTHER AREAS / ITEMS ARE EXCLUDED.</p> <p>UNIT PRICES SHOWN IN THIS ESTIMATE ARE VALID FOR SIX MONTHS FROM THE UPDATED ESTIMATE DATE. WE WILL HOLD PRICES LONGER IF POSSIBLE.</p> <p>ALL M.O.T. (TRAFFIC CONTROL) IS EXCLUDED. M & J STRIPING DOES NOT PROVIDE MAINTENANCE OF TRAFFIC SERVICES, EQUIPMENT OR PERSONNEL.</p> <p>ALL MARKING REMOVAL IS EXCLUDED (NONE SHOWN OR NOTED).</p> <p>ALL PAVEMENT MARKINGS ARE BID AS FINAL SURFACE TEMPORARY PAINT STRIPING & THERMO-PLASTIC STRIPING. THERMO-PLASTIC STRIPING TO BE APPLIED AFTER 30DAYS MINIMUM CURING TIME.</p>		

		Total	
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P.O. Box 130
 Bryceville, FL 32009
 dcmain27@gmail.com

Estimate

Date	Estimate #
10/19/2022	20795

Bill To:
J. LUCAS & ASSOCIATES, INC. 1305 Cedar Street Jacksonville, Florida 32207

Project Name
CROSS CREEK STRIPING

Contact	Terms
RYAN	NET 15

Estimator
DONNA***

Qty	Description	Unit Cost	Total
	<p>IF TEMPORARY PAINT STRIPING IS NOT DESIRED (CURED ASPHALT SURFACES ONLY) A LAYOUT CHARGE WILL BE ADDED TO THERMO-PLASTIC UNIT PRICES.</p> <p>ALL THERMO-PLASTIC MATERIAL & REFLECTIVE MEDIA USED BY M. & J. STRIPING, INC. MEETS OR EXCEEDS FLORIDA D.O.T. REQUIREMENTS. ON OCCASION, CITY, COUNTY OR STATE ENTITIES MAY RANDOMLY REQUEST POST-APPLICATION RETRO-REFLECTOMETER READINGS. THE MINIMUM CHARGE FOR THIS SERVICE IS \$1000.00, DEPENDING UPON PROJECT LOCATION.</p> <p>ALL SIGNS ARE BID AS ENGINEERING GRADE (TYPE I SHEETING) ONLY. ALL POSTS ARE BID AS GALVANIZED U-CHANNEL SET IN DIRT ONLY (BASED ON GOOGLE-EARTH VIEW OF EXISTING SIGNS. IF ANY OTHER RETRO-REFLECTIVITY OR POST TYPE IS REQUIRED, PLEASE CONTACT THIS OFFICE FOR AN ADJUSTED ESTIMATE.</p> <p>NO RPMs, SHOWN, NOTED OR INCLUDED.</p>		
1	EA Supply and install R3-7R 30" x 30" Engineering Grade (Type I Sheeting) RIGHT LANE MUST TURN RIGHT sign on galvanized u-channel post set in dirt	242.00	242.00
4	EA Supply and install R6-4 30" x 24" Engineering Grade (Type I Sheeting) ROUNDABOUT CHEVRON sign on galvanized u-channel post set in dirt	242.00	968.00
	<p>THERMO-PLASTIC STRIPING (AFTER CURING)</p> <p>100 LF Layout and apply White 6" thermo-plastic 6-10 SKIP Guide line</p> <p>150 LF Layout and apply White 6" thermo-plastic Lane line</p> <p>3 EA Layout and apply White thermo-plastic DOT Turn Arrow</p> <p>1 EA Layout and apply White thermo-plastic DOT "ONLY" pavement message</p> <p>THERMO-PLASTIC TOTAL (1 COLOR / 1 MOVE-IN)</p>	1,100.00	1,100.00

		Total	
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P.O. Box 130
 Bryceville, FL 32009
 dcmain27@gmail.com

Estimate

Date	Estimate #
10/19/2022	20795

Bill To:
J. LUCAS & ASSOCIATES, INC. 1305 Cedar Street Jacksonville, Florida 32207

Project Name
CROSS CREEK STRIPING

Contact	Terms
RYAN	NET 15

Estimator
DONNA***

Qty	Description	Unit Cost	Total
	<p>THE ABOVE ESTIMATE INCLUDES 1 THERMO-PLASTIC MOVE-IN (M-F, DAYLIGHT HOURS).</p> <p>ANY ITEM OR SERVICE NOT LISTED IN ABOVE DESCRIPTIONS IS DEEMED EXCLUDED.</p> <p>THE ABOVE ESTIMATE INCLUDES NO TRAFFIC CONTROL (MOT), MARKING REMOVAL, TEMPORARY PAINT STRIPING, CORE DRILLS, BOLLARDS, DECORATIVE, POWDERCOATED OR F.D.O.T. SIGNS OR POSTS, RPMs, APPLIED DETECTABLE WARNING SURFACES OR POST THERMO-PLASTIC APPLICATION RETRO-REFLECTIVITY TESTING.</p> <p>IF TEMPORARY PAINT STRIPING IS NOT DESIRED (CURED ASPHALT SURFACES ONLY) A LAYOUT CHARGE WILL BE ADDED TO THERMO-PLASTIC UNIT PRICES.</p> <p>ALL THERMO-PLASTIC MATERIAL & REFLECTIVE MEDIA USED BY M. & J. STRIPING, INC. MEETS OR EXCEEDS FLORIDA D.O.T. REQUIREMENTS. ON OCCASION, CITY, COUNTY OR STATE ENTITIES MAY RANDOMLY REQUEST POST-APPLICATION RETRO-REFLECTOMETER READINGS. THE MINIMUM CHARGE FOR THIS SERVICE IS \$1000.00, DEPENDING UPON PROJECT LOCATION.</p>		

Total			\$2,310.00
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Tab 2

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.CROSSCREEKNORTHCDD.ORG

Operation and Maintenance Expenditures

August 2022

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$33,230.17**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anthony K. Sharp	100001	AS080922	Board of Supervisors Meeting 08/09/22	\$ 200.00
Charles Aquatics, Inc.	100002	45829	Monthly Aquatic Maintenance for 20 Ponds 08/22	\$ 1,920.00
Clay County Utility Authority	ACH	Clay Water Summary 06/22	Clay Water Summary 06/22	\$ 1,454.39
Clay County Utility Authority	ACH	Clay Water Summary 07/22	Clay Water Summary 07/22	\$ 1,594.11
Clay Electric Cooperative, Inc.	ACH	Electric Summary 07/22 - 274	Electric Summary 07/22 - 274	\$ 2,856.00
COMCAST	ACH	8495741441963210	Phone Internet & Cable 08/22	\$ 285.92
Greenpoint, Inc.	100009	15747	Monthly Landscape Maintenance 08/22	\$ 11,910.83
Kutak Rock, LLP	100003	3082879	Legal Services 06/22	\$ 1,044.00
Luis Urbaneja	100004	072922 Urbaneja	Deposit Rental Refund 07/22	\$ 250.00
Mark Dearing	100005	MD080922	Board of Supervisors Meeting 08/09/22	\$ 200.00
Republic Services	202208-2	0687-001242664 08/22	Waste Disposal Services 08/22	\$ 136.73

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100000	INV0000070131	District Management Fees 08/22	\$ 4,144.84
Robert Porter	100006	RP080922	Board of Supervisors Meeting 08/09/22	\$ 200.00
Shane T. Ricci	100007	SR080922	Board of Supervisors Meeting 08/09/22	\$ 200.00
Vesta Property Services, Inc.	100008	400954	Monthly Maintenance Services 08/22	\$ 6,280.75
Vesta Property Services, Inc.	100010	401791	Billable Expenses 07/22	<u>\$ 552.60</u>
Report Total				<u>\$ 33,230.17</u>

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.CROSSCREEKNORTHCCDD.ORG

Operation and Maintenance Expenditures

September 2022

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$7,200.17**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

Vendor name	Document/check no	Bill number	Description	Total paid
Clay Electric Cooperative, Inc.	ACH	Electric Summary 08/22	Electric Summary 08/22	\$ 2,610.00
COMCAST	ACH	8495741441963210	Phone Internet & Cable 09/22	\$ 311.20
Republic Services	202209-1	0687-001242664 09/22	Waste Disposal Services 09/22	\$ 134.13
Rizzetta & Company, Inc.	100011	INV0000070787	District Management Fees 09/22	<u>\$ 4,144.84</u>
Report Total				<u>\$ 7,200.17</u>

Tab 3

Cross Creek N CDD

Managers Report

Date of meeting: **1.10.2023**

Submitted by: **Mark Insel**

POOL AND FACILITY:

- Facility, entrance monuments and sidewalk pressure washing were completed.
- We've handled residents parking long term in lot, and it seems to have decreased, ASAP will be helpful going forward.
- Pool has not been used for about a month due to cool conditions.
- We have made progress with approved jobs and upcoming tasks. David has been busy with many small tasks and is tackling the larger jobs.
- Safety checks on the Playground, Volleyball Court, and Property completed daily.
- We've been getting dialed in with pumps and systems from Steve, all has been operating well.
- QR Codes are placed in Bulletin Board and Playground, residents have been using to survey each area.
- Workers are on site each day doing work on pool, RV lot, and new buildings.
- We replaced and changed out some door handles where needed.
- Touch up painting has been done around the building where needed.
- Health Department pointed out a couple things needed, 1 drain grate and splash pad signage. In progress.

GYM AND EQUIPMENT:

- One treadmill needed some adjustments to the belt, was re-centered and is now perfect.
- All equipment has been checked; PM was completed last month. The janitorial crew has been cleaning the fitness center when onsite as well.
- The machines are in great shape and all working properly!
- The thermostats were reset so the heat could come on and now Temperature is perfect and is working great.
- Will be replacing a antibacterial wipe container.

COMPLETED PROJECTS / No Board action required:

- Water wheel on monument pump work completed by David. At the time of report, water was still off due to work on Sandridge.
- Pressure washing complete. Curbs, sidewalks, building, monuments, playground, tables and chairs.
- We have seen more residents coming into the office for access cards and/or rentals. There have been many residents giving us positive feedback in regard to the overall appearance of the Facility.
- Routine maintenance and janitorial continues throughout facility.
- Checks on playground for safety and functionality.

- We continue to ride the community monitoring signs, drains, road conditions, etc. David is finding a lot of trash, perhaps due to construction sites.

POND AND LAKE MANAGEMENT:

- The technician has been onsite monthly. Derek was on site Oct 17th. His report had no major issues and treatments were focused basically on shoreline growth. They fill us in on which have algae, grass and weed issues, which needed dye and the ponds seeing the most trash. Our Tech is very attentive and always doing a great job.
- Will inquire as to the need of carp or tilapia if suggested for the future and requirements.

LANDSCAPE MANAGEMENT:

- Hedge and bush trimming around the facility has been completed.
- Weeded the beds at entrances and facility.
- David communicates many times a week with crew leaders, and they work together to handle any community needs.
- The Landscaping Management Tool, and weekly drive checklist are in place for reporting. Greenpoint's tasks are being completed daily. The crews are working the winter schedule. Picking up more trash around ponds. They are prioritizing work throughout the community and are keeping things maintained. The last report reflected basic rotations completed, blew the property, and picked up trash. They mowed and line trimmed all the lakes.

WHAT TO EXPECT IN THE UPCOMING MONTHS:

- Will continue sending Policy Highlight reminders and updates.
- Continued diligence on a clean facility, pool, and grounds.
- Continued oversight on landscaping and irrigation.
- Continuing to knock out items on punch list of projects both small and large not needing Board approval.
- Landscape proposals for repairs if needed.
- Food Trucks will be monthly or more and have been well attended!

Should you have any comments or questions feel free to contact me directly

Mark Insel 904-408-7716



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: December 6 & 7, 2022

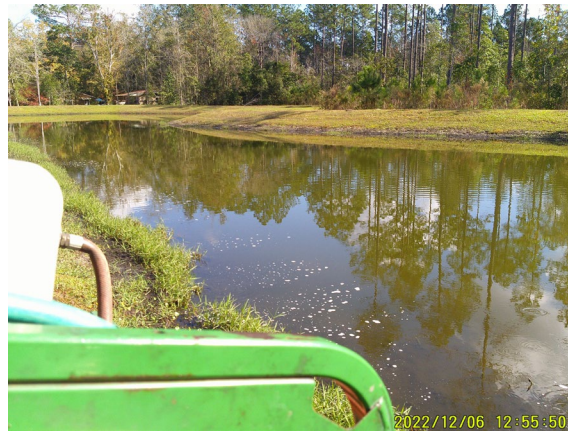
Biologist: Clayton Wilford

Client: Cross Creek

Contact: Leslie Gallagher

Waterways: 20 ponds

Pond 1: Treated for perimeter vegetation and minor algae.



Pond 2: No algae or invasive species. Picked up minor trash.



Pond 3: Treated for minor pennywort.



Pond 4: No invasive species noted. Picked up minor trash.



Pond 5: No algae or invasive species.



Pond 6: No new growth or algae noted. Picked up minor trash.

Deleted Picture

Pond 7: Treated for algae and pennywort.



Pond 8: Treated exposed spike rush and algae blooms.



Pond 9: Water level and clarity were good. No invasive species noted.



Pond 10: Treated for pennywort and torpedo grass.



Pond 11: Spot treated for minor perimeter vegetation.



Pond 12: No new growth noted. Picked up minor trash.



Pond 13: Hydrilla is continuing to decay where treated.



Pond 14: Treated for minor perimeter vegetation and algae.



Pond 15: Previous treatment was very effective.



Pond 16: No new growth noted.



Pond 17: Treated for minor algae and perimeter vegetation. The pond has hydrilla. I will do treatments for this; I highly recommend stocking with grass carp.



Pond 18: Spot treated for cattails.



Pond 19: Treated for exposed spike rush and algae.



Pond 20: No algae or invasive species noted.



Tab 4

Tab 5

Greenpoint Landscaping

6126 US HWY 1 N
St Augustine FL 32095

Estimate

Date	Estimate #
12/5/2022	825

Name / Address
Cross Creek North CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

Project

Item	Description	Qty	Rate	Total
	resod common area at 3148 Cold Stream way			
Sod	Scrape, haul away and resod common area at 3148 Cold Stream way	1	6,000.00	6,000.00
			Total	\$6,000.00

Tab 6



A Landscape Management Company
6126 US HWY 1 NORTH
Saint Augustine, FL 32095
904-429-9781

Addendum to an Existing Contract

This document is in reference to a contract agreement dated 12/30/2022, between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract Between Cross Creek North CDD and GreenPoint Landscaping
No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

The addendum is to add the 2F with 2 pond banks mowed in their entirety and general common areas.

An additional \$1792.00 will be added to the monthly bill

Signature _____

_____ Date _____

Print Name

Signature _____

_____ Date _____

Print Name

Tab 7



Aquatic Management Agreement

This Agreement dated *effective to start* _____, 2023, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Cross Creek North CDD c/o Lesley Gallagher, Rizzetta & Company

Billing Address 3434 Colwell Ave, Suite 200

City Tampa State FL Zip 33614

Phone 904-436-6270 Cell _____ E-Mail lgallagher@rizzetta.com

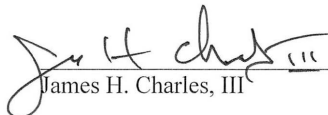
Hereinafter called "**CLIENT**".

- 1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): Two (2) additional ponds located in Section "Future Phase 2F" in Clay County, FL.
- 2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

a) Monthly Aquatic Management Services	\$ 350.00
b) Comprehensive Service Reports following each treatment	\$ <u>Included</u>
c) Pollution Liability Insurance	\$ <u>Included</u>
d) Grass Carp stocking (Upon Approval)	\$ 8.00/fish
e) Permitting for Grass Carp	\$ <u>Included</u>
f) Fabrication and Installation of Aluminum Fish Barriers	\$ <u>55/sq. ft</u>

- 3) **The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (i) on page 2, and will comply with the contents thereof.**

Charles Aquatics, Inc.


James H. Charles, III

Client

Sign _____

Print _____

Date _____

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **January 31, 2023**.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of non-native, invasive aquatic weeds:
 - a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control.
 - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.
 - c) **Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement but available for an additional fee.**
 - d) **Trash Removal** – Trash removal consists of the physical removal of **minor** trash floating within and from the areas immediately surrounding the **Client’s** waterway(s) and may be provided at no additional cost. Minor trash is defined as the amount of trash that can fit into a 5 gallon bucket. More trash than that will be an additional cost at \$75/manhour.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	<input type="checkbox"/>	<input type="checkbox"/>	_____
b) Water from the treated waterway(s) is used for irrigation.	<input type="checkbox"/>	<input type="checkbox"/>	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	<input type="checkbox"/>	<input type="checkbox"/>	_____
d) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
e) Any special use of treated waterway which may conflict with treatments.	<input type="checkbox"/>	<input type="checkbox"/>	_____
f) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	<input type="checkbox"/>	<input type="checkbox"/>	_____
g) Restrictions on the use of any aquatic herbicides or algaecides in the waterways to be treated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
h) Existence of other aquatic management programs being conducted in the same waterway (s) which Charles Aquatics, Inc. is treating.	<input type="checkbox"/>	<input type="checkbox"/>	_____
i) CLIENT agrees to provide Charles Aquatics, Inc. additional details on any conditions (s) checked “ YES ” in boxes adjacent subparagraphs (a) through (g) above on the spaces below:			_____ _____ _____

- j) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (i) above may compromise **Charles Aquatics’** capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the **Agreement**.
- k) Any failure of **CLIENT** to disclose conditions listed in (a) through (i) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics’** ability to provide satisfactory aquatic management service does not relieve **CLIENT’s** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- l) Disclosure by checking and initialing boxes listing **certain** conditions adjacent to subparagraphs (a) through (i) above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement, Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.** *In the event that Charles Aquatics, Inc. installs aluminum fish barriers at their cost and the contract is terminated by CLIENT, the CLIENT must reimburse Charles Aquatics, Inc. for the barriers.*
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, General Liability and Pollution Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages to property resulting from normal activities performed in a responsible manner.
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

* Entire ponds banks are mowed

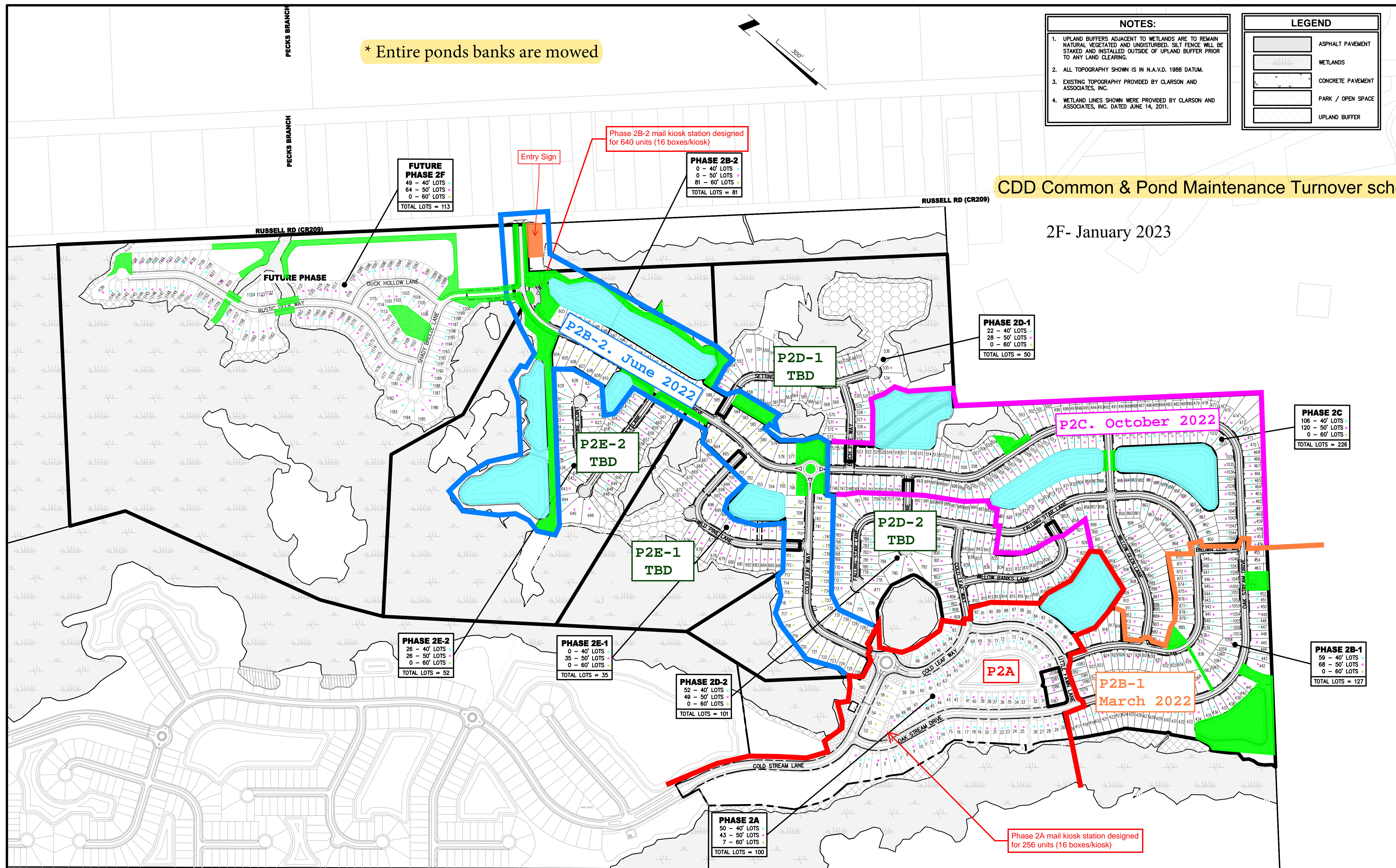
- NOTES:**
1. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL VEGETATED AND UNDISTURBED. SILT FENCE WILL BE STAKED AND INSTALLED OUTSIDE OF UPLAND BUFFER PRIOR TO ANY LAND CLEARING.
 2. ALL TOPOGRAPHY SHOWN IS IN N.A.V.D. 1988 DATUM.
 3. EXISTING TOPOGRAPHY PROVIDED BY CLARSON AND ASSOCIATES, INC.
 4. WETLAND LINES SHOWN WERE PROVIDED BY CLARSON AND ASSOCIATES, INC. DATED JUNE 14, 2011.

LEGEND

	ASPHALT PAVEMENT
	WETLANDS
	CONCRETE PAVEMENT
	PARK / OPEN SPACE
	UPLAND BUFFER

CDD Common & Pond Maintenance Turnover schedule

2F- January 2023



PLANS PREPARED UNDER THE DIRECTION OF:

REVISIONS:
 01-28-21 REVISED PH 2C COUNT

ETM NO. 19-327-05
 DRAWN BY:
 DESIGNED BY:
 CHECKED BY:
 DATE: Issue Date

England-Thins & Miller, Inc.
 14775 Old St. Augustine Road
 Jacksonville, FL 32226
 TEL: (904) 642-8890
 FAX: (904) 646-9465
 REG. #2884 LC-0000316

ETM
 VISION • EXPERIENCE • RESULTS

**MASTER SITE PLAN
 CROSS CREEK PHASE 2B-2E2
 FOR
 D.R. HORTON, INC.**

DRAWING NUMBER
3

T:\2019\19-327-05 Phase 2\LandDev\Design\Plots\Exhibits\19-327-05_MSTE-LoE\mshb1.dwg
 PLOTTED: December 2, 2021 - 2:14 PM, BY: Coranne Gallegos

Tab 8



This agreement dated _____ 2022 is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Cross Creek North CDD c/o Rizzetta & Company

Address 3434 Colwell Ave, Suite 200

City Tampa State FL Zip 33614

Phone 904-436-6270 Cell _____

E-mail lgallagher@rizzetta.com

Hereinafter called "CLIENT".

- 1. Charles Aquatics, Inc.**, agrees to provide **Four (4) aluminum fish barriers** in accordance with the terms and conditions of this Agreement at the following location(s): Ponds 13, 18 & 20.
- 2. CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed services:

Pond 13: 1.85 sf @ \$45/sf	\$ 83.25
Pond 18: 6.25 sf @ \$45/sf	\$281.25
Pond 20: 2.48 sf @ \$45/sf	\$111.60

Total price **\$476.10**

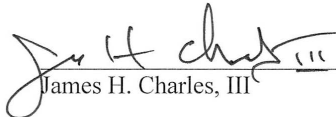
Terms & Conditions:

- 1) Payment** for entire balance of service is **due no later than 30 days after date of the invoice.**
- 2) Non-Payment, Default** - In the case of non-payment by the **CLIENT, Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one-half percent (1.5%) per month may be assessed for the period of delinquency.

Charles Aquatics, Inc.
6869 Phillips Parkway Drive South Jacksonville, FL 32256
(904) 997-0044 Fax: (904) 807-9158

- 3) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **February 1, 2023.**
- 4) **Insurance Coverage - Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 5) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 6) **Authorized Agent - CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 7) **Damages - Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 8) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 9) **Alterations and Modifications** - This two (2) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

Charles Aquatics, Inc.


James H. Charles, III

Customer Signature

Date

Tab 9

MEMORANDUM

TO: Cross Creek North Community Development District

FROM: Katie S. Buchanan

DATE: January 10, 2023

RE: Retention Requirements for Transitory Messages and Electronic Records Updates

On March 21, 2017, the District approved Resolution 2017-13, adopting a policy relating to the retention and disposition of its public records. The District’s Record Retention Policy currently remains in full force and effect. In order to ensure the District’s record retention practices remain economically feasible and technologically practical, we are offering some clarification regarding the retention period for records of short-term value. Additionally, we propose modifications to designate the electronic record as the official record of the district and allow for disposal of paper duplicate copies unless prohibited by any law, rule or ordinance.

According to the *General Records Schedule for State and Local Government Agencies* (“GS1-SL”)¹ with which all community development districts must comply, records retention requirements “apply to records regardless of the format in which they reside.”² This means that electronic communications, which include emails, instant messages, text messages, multimedia messages, chat messages, social networking, voicemail/ voice messaging, or other communications via electronic messaging technology or device, must be retained in accordance with the applicable section of the GS1-SL. Retention periods for electronic communications “are determined by the content, nature, and purpose of records, and are set based on their legal, fiscal, administrative, and historical values, regardless of the format in which they reside or the method by which they are transmitted.”³

Electronic communications “created primarily to communicate information of short-term value” may fall under the Transitory Messages schedule set forth in GS1-SL.⁴ Transitory Messages do not “formalize or perpetuate knowledge and do not set policy, establish guidelines or

¹ Incorporated by reference in Rule 1B-24.003(1)(a), F.A.C.

² *General Records Schedule for State and Local Government Agencies*, Section V, Electronic Records.

³ *Id.* at Records Retention Schedules, Electronic Communications.

⁴ *Id.* at Records Retention Schedules, Transitory Messages, Item #146.

procedures, certify a transaction, or become a receipt.” Examples of Transitory Messages include, but are not limited to:

- reminder messages (“don’t forget the upcoming meeting”);
- email messages with short-lived or no administrative value (“thank you”)
- telephone messages lacking content (“Ms. Smith called – please return her call”);
- recipient copies of announcements of District sponsored events (“daily events email”); and,
- news releases received by the District strictly for informational purposes and unrelated to District programs or activities.

The retention requirement for Transitory Messages is “[r]etain until obsolete, superseded or administrative value is lost.”⁵ For example, an email message notifying employees of an upcoming meeting would only have value until the meeting has been attended or the employee receiving the message has marked the date and time in the calendar, at which time the message could be disposed of. In other words, an electronic communication intended for short-term value does not need to be retained once it is no longer needed. Unlike most other public records, the District may dispose of a transitory message once it is obsolete, superseded, or has lost its administrative value without having to document the disposition of the record, unless the record has been microfilmed or scanned and will serve as the record copy.⁶

⁵ *Id.*

⁶ *See* Rule 1B-24.003(9)(d), F.A.C.

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING CERTAIN AMENDMENTS TO THE DISTRICT'S RECORD RETENTION POLICY; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 190, Florida Statutes, authorizes the Cross Creek North Community Development District ("**District**") to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, on March 21, 2017, the Board of Supervisors of the Cross Creek North Community Development District ("**Board**"), adopted Resolution 2017-13 providing for the adoption of the District's Record Retention Policy ("**Policy**"); and

WHEREAS, the Policy requires the District "retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same"; and

WHEREAS, the Board finds that it is in the best interest of the District to amend the Record Retention Policy as described in more detail in paragraph 2 below; and

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

1. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2017-13, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2017-13 that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

2. AMENDMENT. The Records Retention Policy is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) as set forth herein:

The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention

guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with the General Records Schedule for State and Local Government Agencies, Item #146, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. The District hereby determines the electronic record shall be considered the official record of all public records relating to District business and any paper originals are designated as duplicates which may be disposed of unless prohibited by any law, rule or ordinance. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

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

4. EFFECTIVE DATE. This Resolution shall take effect as of January 10, 2023.

Introduced, considered favorably, and adopted this 10th day of January 2023.

ATTEST:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Tab 10

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT.

WHEREAS, the Cross Creek North Community Development District (“**District**”) is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. The Board intends to adopt *Rules Relating to Overnight Parking and Parking Enforcement* (“**Policy**”), a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such policies at a meeting of the Board to be held on _____, 2023 at _____.m. at the Cross Creek North Amenity Center, 2895 Big Oak Drive, Green Cove Springs, Florida 32043.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of January 2023.

ATTEST:

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A: Rules Relating to Overnight Parking and Parking Enforcement

EXHIBIT A

Rules Relating to Overnight Parking and Parking Enforcement

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on _____, 2023 at a duly noticed public meeting, the Board of Supervisors of the Cross Creek North Community Development District (the “District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property Overnight (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This policy is intended to provide the District’s residents and paid users with a means to park Vehicles of overnight guests in the District’s Overnight Parking Areas (hereinafter defined) and remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto. This Policy authorizes parking in designated areas, which areas are identified in **Exhibit B** attached hereto.

SECTION 2. DEFINITIONS.

- A. *Commercial Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B. *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- C. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- D. *Recreational Vehicle.* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- E. *Parked.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- F. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

G. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

SECTION 3. DESIGNATED PARKING AREAS. Those areas within the District's boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as "Tow-Away Zones" during Overnight hours for all Commercial Vehicles, Vessels, Recreational Vehicles and improperly permitted Vehicles, as set forth in Sections 4 and 5 herein ("**Tow Away Zone**"). Vehicles may be parked overnight on District property, only as indicated on **Exhibit B**, attached hereto ("**Overnight Parking Areas**") and with a pre-approved permit as set forth in this Policy.

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. The areas set forth in **Exhibit A** attached hereto are declared a Tow Away Zone.

SECTION 5. EXCEPTIONS.

A. OVERNIGHT PARKING PERMITS. Residents may apply for an "Overnight Parking Permit" which will allow such resident and/or guest to park in the Overnight Parking Areas after-hours, and overnight. Overnight Parking Permit requests will be granted in accordance with the following:

1. Permits may not exceed seven (7) consecutive days. In no event may an Overnight Parking Permit be granted for more than fourteen (14) nights per year for one automobile, as identified by the automobile's license plate number.
2. Residents and paid users interested in an Overnight Parking Permit may submit a request to the District Manager or his/her designee which includes the following information:
 - (1) The name, address and contact information of the owner of the vehicle to which the permit will be granted;
 - (2) The make/model and license plate of the vehicle to which the permit will apply;
 - (3) The reason and special terms (if any) for the Overnight Parking Permit; and
 - (4) The date and time of the expiration of the requested Overnight Parking Permit.

It is the responsibility of the person(s) requesting an Overnight Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and approvals will result in the towing and/or removal of the Vehicle from the District's property. Improperly permitted Vehicles parked in the Tow Away Zones will be subject to towing.

3. Upon receipt of all requested documentation, as set forth above, the District Manager or his/her designee will issue an Overnight Parking Permit to the resident. Overnight Parking Permits will be granted by way of written correspondence by

the District Manager or his/her designee. No verbal grants of authority will be issued or be held valid.

4. The Overnight Parking Permit must be displayed on the bottom left side of the Vehicle windshield.
- B. VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize vendors/consultants in writing to park company vehicles in order to facilitate District business. All vehicles so authorized must be identified by an Overnight Parking Pass.

SECTION 6. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

EXHIBIT A – *Map of Tow Away Zones*

EXHIBIT B - *Map of Overnight Parking Areas*

Effective date: _____, 2023

Under Separate Cover

EXHIBIT A
Map of Tow-Away Zones

DRAFT

Under Separate Cover

EXHIBIT B
Map of Overnight Parking Areas

DRAFT

Tab 11

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND LOCATION OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING REVISED SUSPENSION AND TERMINATION RULES AND RV PARK RENTAL RATES.

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

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

WHEREAS, to provide for efficient and effective District operations, the Board finds that it is in the best interests of the District to adopt revised Suspension and Termination of Access Rule (“Suspension and Termination Rules”) and RV Park rental rates.

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

SECTION 1. The Board will hold a public hearing to adopt Suspension and Termination Rules, a proposed copy of which is attached hereto as **Exhibit A** as well as RV Park rental rates, a proposed copy of which is attached hereto as **Exhibit B**. The Board will hold a public hearing on _____, 2023, at _____ .m., at the Cross Creek North Amenity Center, 2895 Big Oak Drive, Green Cove Springs, Florida 32043.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of January 2023.

ATTEST:

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A: Proposed Revised Suspension and Termination of Access Rule

EXHIBIT B: RV Park Rental Rates

EXHIBIT A

Proposed Revised Suspension and Termination of Access Rule

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: _____, 2023

In accordance with Chapters 190 and 120 of the Florida Statutes, and on _____, 2023 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Cross Creek North Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

2. General Rule. All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenities.

3. Access Cards / Key Fobs. Access cards and key fobs are the property of the District. The District may request surrender of, or may deactivate, a person’s access card or key fob for violation of the District’s rules and policies established for the safe operations of the District’s Amenities.

4. Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a key fob or access card or otherwise facilitates or allows unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Rules);

- g. Treating the District's staff, contractors, representatives, residents, landowners [Patrons] or guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household commits any of the above Violations.

Termination of Amenity access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

6. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. Removal from Amenities. The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

8 Initial Suspension from Amenities. The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

10. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person

suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

11. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal (“Appeal Request”). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board’s determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District’s suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board’s decision on appeal shall be final.

13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District’s Amenities after expiration of a suspension imposed by the District.

14. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

EXHIBIT B

RV Park Rental Rates

30 foot spaces - \$1,320.00 annually

35 foot spaces - \$1,380.00 annually

40 foot spaces - \$1,560.00 annually

Tab 12



Coverage Agreement Endorsement

Endorsement No.: 1 **Effective Date:** 12/13/2022
Member: Cross Creek North Community Development **Agreement No.:** 100122302
District

Coverage Period: October 1, 2022 to October 1, 2023

In consideration of **an additional premium of \$1,977.00**, the coverage agreement is amended as follows:

Property

Added:

Per Property Schedule Attached.

Subject otherwise to the terms, conditions and exclusions of the coverage agreement.

Issued: December 19, 2022

Authorized by: 



Cross Creek North Community Development District

Policy No.: 100122302
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value			
	Address				Const Type	Term Date		Contents Value	Covering Replaced	Roof Yr Blt
	Roof Shape	Roof Pitch								
1	Entry Monument w/ Water Feature		2019	10/01/2022	\$300,000		\$300,000			
	Sandridge Road and Big Oak Drive Green Cove Springs FL 32043		Joisted masonry	10/01/2023						
	Simple hip			Metal panel						
2	Irrigation System		2019	10/01/2022	\$50,000		\$50,000			
	Sandridge Road and Big Oak Drive Green Cove Springs FL 32043		Pump / lift station	10/01/2023						
3	Amenity Building		2020	10/01/2022	\$747,500		\$795,671			
	2895 Big Oak Drive Green Cove Springs FL 32043		Frame	10/01/2023	\$48,171					
	Complex			Asphalt shingles						
4	Zero-entry pool, splash pad, pumps & equipment		2020	10/01/2022	\$515,470		\$515,470			
	2895 Big Oak Drive Green Cove Springs FL 32043		Below ground liquid storage tank / pool	10/01/2023						
5	Pool Furniture		2020	10/01/2022	\$15,000		\$15,000			
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2023						
6	Playground Equipment & Shade Structure		2020	10/01/2022	\$50,000		\$50,000			
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2023						
7	Pickle Ball & Tennis Court w/ Shaded Bench & Fencing		2020	10/01/2022	\$85,000		\$85,000			
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2023						



Cross Creek North Community Development District

Policy No.: 100122302
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
8	Sand Volleyball Equipment and Border		2020	10/01/2022	\$10,000			
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2023			\$10,000	
9	Canvas Pavilion - Pool		2020	10/01/2022	\$40,250			
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2023			\$40,250	
10	Fencing		2020	10/01/2022	\$22,500			
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2023			\$22,500	
11	Second Entry Monument		2022	12/13/2022	\$250,000			
	Oak Stream Lane at Russell Road Green Cove Springs FL 32043		Non combustible	10/01/2023			\$250,000	
Total:					Building Value	Contents Value	Insured Value	
					\$2,085,720	\$48,171	\$2,133,891	

TAB 13

Preventative Maintenance Program & Service Agreement

This agreement is between First Place Fitness Equipment, Inc., 10290 Phillips Highway, Suite 1, Jacksonville, Florida, 32256 and customer. (1PFE) shall manage a service agreement for a Quarterly Preventative Maintenance Program for the fitness equipment located at the property listed at the above address. 1PFE will provide a one-year service program for Preventative Maintenance of fitness equipment. The agreement will cover all fitness equipment located at the property listed above.

- This program will include quarterly preventative maintenance visits at \$129.95 per visit. For each visit a technician will provide a safety check, clean up and lubrication of all equipment. The technician will inspect and adjust all electrical units, cables, pulleys, bushing and all normal wear items applicable. An itemized description of the preventative maintenance to be performed is attached as **Addendum A**.
- This agreement covers labor for preventative maintenance only. Parts and/or labor for repairs will be additional and will be billed separately. If parts and/or repair labor are required, an estimate of the associated cost will be provided in the form of a written estimate emailed to the Customer. To approve and proceed with the proposed repairs, the authorized Customer representative must sign the estimate and return it by fax or email. No repairs will be performed by 1PFE without a signed estimate.
- 1PFE shall not be held responsible for improper operation of equipment and/or the safety of said equipment if repairs are not performed as recommended by 1PFE.
- While this agreement is in effect, Customer will be billed at a labor rate of \$129.95 for repair service.
- While this service agreement is in effect, 1PFE will provide a yearly review of all equipment at all properties enabling the Customer to effectively budget for subsequent fiscal year expenditure. Customer will inform 1PFE of their intention to replace, and/or add new fitness equipment to their facility before purchasing and will provide 1PFE with the opportunity to bid on the proposed equipment.
- This agreement will remain in effect for one year or until terminated by either party upon 30 days written notice to the other party.
- Customer shall pay 1PFE the Preventative Maintenance (PM) service agreement cost of \$129.95 per visit. PM Service typically requires one hour and typically only the first or second PM requires more time.

Addendum A

Itemized Description of Preventative Maintenance Agreement

Cross Trainers / Ellipticals/ Stairclimbers

- Check and clean control board functions
- Check all resistance components
- Check all electronic components
- Check and lubricate and/or lubricate drive chain/belt as needed
- Inspect all bearings, bolts and miscellaneous hardware
- Calibrate to manufacturers specifications
- Test overall operation of unit

Rowing Machines

- Check and clean control board functions
- Check all resistance components
- Check pivot points – clean and lubricate
- Clean and lubricate track and chain
- Calibrate to manufacturers specifications
- Test overall operation of unit

Stationary Bikes

- Check and clean control board functions
- Inspect alternator
- Inspect flywheel and tension belt for wear
- Inspect drive belt/chain for correct tension and wear
- Inspect all bearings, sprockets, bolts/screws and chain/drive belts
- Check speed assembly
- Calibrate to manufacturers specifications
- Test overall operation of unit

Treadmills

- Inspect rear roller and bearings
- Inspect all braces and all welds
- Align running belt and lubricate deck surface
- Inspect lower electronics
- Clean and vacuum drive/lift motor, air intakes fans, and controller boards as needed
- Inspect drive belt for wear and proper tension
- Calibrate to manufacturers specifications
- Test overall operation of unit

Strength Equipment (Weight Machines)

- Inspect all cables for wear
- Lubricate guide rods, carriage assembly, pulleys and miscellaneous hardware
- Test overall operation of unit