



Rizzetta & Company

# Cross Creek North Community Development District

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**Board of Supervisors' Meeting  
April 11, 2023**

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

**[www.crosscreeknorthcdd.org](http://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](http://www.crosscreeknorthcdd.org)

<b>Board of Supervisors</b>	Bob Porter Mark Dearing Shane Ricci Anthony Sharp James Teagle	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Lesley Gallagher	Rizzetta & Company, Inc.
<b>District Counsel</b>	Katie Buchanan	Kutak Rock, LLP
<b>District Engineer</b>	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](http://www.crosscreeknorthcdd.org)

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

**April 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 **April 11, 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 the Board of Supervisors’ Meeting held on January 10, 2023.....Tab 1
  - B. Ratification of Operation and Maintenance Expenditures for November, December 2022, and January 2023 .....Tab 2
- 4. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Amenity Manager/Field Operations Manager Reports (under separate cover)
    1. Charles Aquatics Service Report .....Tab 3
  - D. Landscape Report .....Tab 4
  - E. District Manager
- 5. BUSINESS ITEMS**
  - A. Ratification of Audit Engagement.....Tab 5
  - B. Consideration of Charles Aquatics Renewal Proposal .....Tab 6
  - C. Consideration of Proposals for Fountain Preventative Maintenance .....Tab 7
  - D. Consideration of Greenpoint Proposal for Landscape Maintenance for Phase 2D-1 and Amenity Center .....Tab 8
  - E. Consideration of Landscape Enhancement Proposals .....Tab 9
  - F. Consideration of Vesta Renewal Proposal (under separate cover)
  - G. Public Hearing on RV Storage Rental Rates, Suspension & Termination Policies, and Overnight Parking & Towing Rules
    1. Consideration of Resolution 2023-06; Adopting RV Storage Rental Rates and Adopting Amended Suspension & Termination Policies.....Tab 10
    2. Consideration of Resolution 2023-07; Adopting Overnight Parking & Towing Rules .....Tab 11
  - H. Consideration of Agreement with HOA Concerning CDD Roads And Common Property (under separate cover)

- I. Consideration of Resolution 2023-08; Validation of Bonds.....Tab 12
  - J. Consideration of Resolution 2023-09; Approving FY 2023/2024  
Proposed Budget and Setting the Public Hearing.....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, January 10, 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	<b>Board Supervisor, Chairman</b>
Mark Dearing	<b>Board Supervisor, Vice Chairman</b>
Shane Ricci	<b>Board Supervisor, Assistant Secretary</b>
James Teagle	<b>Board Supervisor, Assistant Secretary</b>
Anthony Sharp	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Kutak Rock</b>
Kyle Magee	<b>District Counsel, Kutak Rock</b>
Dan Fagen	<b>Amenity Director, Vesta Property Services</b>
Mark Insel	<b>Amenity Manager, Vesta Property Services</b>
David Anderson	<b>Field Operations Manager, Vesta Property Services</b>
Mike Peters	<b>Operations Manager, Greenpoint Landscape</b>

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 no comments.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Meeting held on November 8, 2022**

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on November 8, 2022 for the Cross Creek North Community Development District.

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**FOURTH ORDER OF BUSINESS**

**Ratification of the Operation and Maintenance Expenditures for August and September 2022**

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On a motion by Mr. Dearing, seconded by Mr. Teagle with all in favor, the Board ratified the Operation and Maintenance Expenditures for August 2022 in the amount of \$33,230.17, and September 2022 in the amount of \$7,200.17, for Cross Creek North Community Development District.

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**FIFTH ORDER OF BUSINESS**

**Staff Reports**

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- A. District Counsel  
Ms. Buchanan did not have a report but was available to answer questions
- B. District Engineer  
Not requested to attend.
- C. Amenity Manager  
1. Charles Aquatics Report  
Mr. Insel reviewed his Amenity Manager report and was available to answer questions.
- D. Field Operation Manager  
Mr. Anderson was available to answer questions.
- E. Landscape Manager  
Mr. Peters reviewed that the inlets discussed at the last meeting have all been cleared and will be monitored regularly. He also updated the Board that the mulch was being complete and that this is a separate crew and the mulch installation is not impacting the service hours.

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*The Board moved to agenda item 5A – Consideration of Greenpoint Proposal for Enhancement of Common Area in Phase 2A Tract F.*

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**SIXTH ORDER OF BUSINESS**

**Consideration of Greenpoint Proposal for Enhancement of Common Area in Phase 2A Tract F**

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Since some improvement has been previously noted, the Board tabled this proposal due to the time of year as well and requested that Greenpoint review this further in the spring an look at over

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85 seeding Bahia as an option at that time should improvement still be required.  
86 No further action was taken.

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88 *The Board moved back to agenda item 4F – District Manager Report*

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90 *Mr. Ricci joined the meeting in progress.*

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92 **SEVENTH ORDER OF BUSINESS**

**District Manager Report**

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94 Ms. Gallagher reviewed her report which included a list of the current Clay Electric and CCUA  
95 meters in the name of Cross Creek North CDD . She requested authorization to work with a  
96 Board Member to confirm that there are no other meters to be added as there are many new  
97 CDD common areas that have recently or are about to come on line. The Board authorized her  
98 to work with James Teagle.

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100 **EIGHTH ORDER OF BUSINESS**

**Consideration of Greenpoint Proposal for  
Maintenance of Common Area and Ponds in  
Phase 2F**

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Greenpoint proposal for common area landscape maintenance in Phase 2F at an additional expense of \$1,792.00 per month, for Cross Creek North Community Development District.

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105 **NINTH ORDER OF BUSINESS**

**Consideration of Proposal from Charles  
Aquatics for Maintenance of Phase 2F  
Ponds**

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Charles Aquatics proposal for Phase 2F pond maintenance, adding two ponds at an additional expense of \$350.00 per month, for Cross Creek North Community Development District.

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110 **TENTH ORDER OF BUSINESS**

**Consideration of Proposal from Charles  
Aquatics for Fish Barriers in Ponds 13, 18  
and 20**

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114 The Board reviewed a proposal from Charles Aquatics to have fish barriers installed in ponds  
115 13 at an expense of \$83.25, pond 18 at an expense of \$281.25, and pond 20 at an expense of  
116 \$1111.60.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Charles Aquatics proposal in the amount of \$476.10 to install barriers in ponds 13, 18 and 20, for the Cross Creek North Community Development District.



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**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-03;  
Amending Records Retention Policy**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2023-03; Amending Records Retention Policy to designate electronic records as official records and allow for the removal of transitory messages, for the Cross Creek North Community Development District.

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**TWELFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-04;  
Setting Public Hearing on Parking & Towing  
Rules**

Ms. Buchanan reviewed Resolution 2023-04; Setting Public Hearing on Parking & Towing Rules. The Board noted that they would like all common areas included and not only parking lot areas for the purposes of the public hearing.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2023-04; Setting Public Hearing on Parking and Towing Rules and set the public hearing for April 11, 2023 at 3:30pm at the amenity center, for the Cross Creek North Community Development District.

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**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-0  
5; Setting Public Hearing on Rates for  
Boat/RV Storage Facility and for Amended  
Suspension and Termination Policies**

The Board reviewed resolution 2023-05; Setting Public Hearing on Rates for Boat/RV Storage Facility and for Amended Suspension and Termination Policies as well as the information that Vesta had obtained on storage rates for other facilities in the area.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2023-05; Setting Public Hearing on Rates for Boat/RV Storage Facility and for Amended Suspension and Termination Policies and set the public hearing for April 11, 2023 at 3:30pm at the amenity center, for the Cross Creek North Community Development District.

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**FOURTEENTH ORDER OF BUSINESS**

**Ratification of Endorsement to Property  
Policy for Second Entry Monument**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified the endorsement to the District's property policy to add the second entry monument, for the Cross Creek North Community Development District.

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**FIFTEENTH ORDER OF BUSINESS**

**Consideration of First Place Fitness Price Increase for Preventative Maintenance**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the price increase to \$129.95 per visit for quarterly preventative maintenance on fitness equipment from First Place Fitness, for the Cross Creek North Community Development District.

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**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

No supervisor comments.

Audience had comments on the types of fitness equipment to be installed at the new facility upon completion. Requests were made for a variety of cardio equipment to possibly include a rowing machine, elliptical, and treadmill. It was also noted that the community would be interested in a Smith machine or stair machine.

**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Dearing, seconded by Mr. Teagle with all in favor, the Board adjourned meeting at 3:57 p.m. for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

## **Tab 2**

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.CROSSCREEKNORTHCDD.ORG

## Operation and Maintenance Expenditures

November 2022

Presented For Board Approval

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

The total items being presented:        **\$26,483.49**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anthony K. Sharp	100051	AS110822	Board of Supervisors Meeting 11/08/22	\$ 200.00
Charles Aquatics, Inc.	100062	46550	Monthly Aquatic Maintenance for 20 Ponds 11/22	\$ 1,920.00
Clay County Utility Authority	EFT	Monthly Summary 11/22 274 ACH	Water-Utility Services 11/22	\$ 1,662.71
Clay County Utility Authority	100047	Route #MC13011545	New Customer Application-Fees 11/22	\$ 81.68
Clay County Utility Authority	100049	Route #MC13011575	New Customer Application-Fees 11/22	\$ 81.68
Clay County Utility Authority	100045	Route #MC13013454	New Customer Application-Fees 11/22	\$ 81.68
Clay County Utility Authority	100050	Route #MC13013456	New Customer Application-Fees 11/22	\$ 81.68
Clay County Utility Authority	100048	Route #MC13013458	New Customer Application-Fees 11/22	\$ 81.68
Clay County Utility Authority	100046	Route #MC13013460	New Customer Application-Fees 11/22	\$ 81.68
Clay County Utility Authority	100044	Route #MC13013462	New Customer Application-Fees 11/22	\$ 81.68
Clay Electric Cooperative, Inc.	EFT	Electric Summary 10/22	Electric Services 10/22	\$ 3,695.00

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay Today	100041	2022-238491	Legal Advertising 10/22	\$ 177.32
COMCAST	EFT	8495 74 144 1963216 10/22	Phone Internet & Cable 10/22	\$ 310.95
Doody Daddy, LLC	100052	2211 Cross Creek	Pet Waste Station Management 11/22	\$ 361.00
First Place Fitness Equipment, Inc	100042	34294	Fitness Equipment Maintenance 10/22	\$ 119.96
Hawkins, Inc	100053	6320165	Pool Chemicals 10/22	\$ 640.03
Hawkins, Inc	100065	6343677	Pool Chemicals 11/22	\$ 567.08
Hi-Tech System Associates	100063	373673	Monthly Contracted Services 11/22	\$ 50.00
M&G Holiday Lighting	100054	1737	Holiday Lighting Install 11/22	\$ 2,751.45
Mark Dearing	100055	MD110822	Board of Supervisors Meeting 11/08/22	\$ 200.00
Phil Lentsch	100056	35689	CDD Book Copies 11/22	\$ 32.86
Republic Services	EFT	0687-001265403	Waste Disposal Services 11/22	\$ 136.65

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100043	INV0000072576	District Management Fees 11/22	\$ 4,347.01
Robert Porter	100057	RP110822	Board of Supervisors Meeting 11/08/22	\$ 200.00
Rotolo Corp.	100058	1026	Carpet Cleaning 09/22	\$ 526.60
Shane T. Ricci	100059	SR110822	Board of Supervisors Meeting 11/08/22	\$ 200.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100060	5015699	Legal Advertising 10/22	\$ 790.56
Vesta Property Services, Inc.	100061	402620	Reimbursable Expenses 08/22	\$ 741.80
Vesta Property Services, Inc.	100064	403744	Monthly Maintenance Services 11/22	\$ 6,280.75
<b>Report Total</b>				<b><u>\$ 26,483.49</u></b>



# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.CROSSCREEKNORTHCDD.ORG

## Operation and Maintenance Expenditures

December 2022

Presented For Board Approval

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

The total items being presented:        **\$33,741.47**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AMTEC	100067	12/22/6430	Special Assessment Bonds Series 2018 FY 22-23	\$ 450.00
Charles Aquatics, Inc.	100072	46777	Pond Maintenance 12/22	\$ 1,920.00
Clay County Utility Authority	EFT	611333 6/11	Water-Utility Services 12/22	\$ 27.52
Clay County Utility Authority	EFT	611334 6/11	Water-Utility Services 12/22	\$ 27.52
Clay County Utility Authority	EFT	611335 6/11	Water-Utility Services 12/22	\$ 33.47
Clay County Utility Authority	EFT	611340 6/11	Water-Utility Services 12/22	\$ 30.92
Clay County Utility Authority	EFT	611342 6/11	Water-Utility Services 12/22	\$ 27.52
Clay County Utility Authority	EFT	611343 6/11	Water-Utility Services 12/22	\$ 25.82
Clay County Utility Authority	EFT	611344 6/11	Water-Utility Services 12/22	\$ 31.77
Clay County Utility Authority	EFT	Monthly Summary 12/22 274 Autopay	Water-Utility Services 12/22	\$ 1,917.12
Clay Electric Cooperative, Inc.	EFT	Monthly Summary 11/22 274 Autopay	Electric Services 11/22	\$ 4,006.00

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
COMCAST	EFT	8495 74 144 1963216 11/22	Phone Internet & Cable 11/22	\$ 310.95
Doody Daddy, LLC	100068	2212	Pet Waste Station Management 12/22	\$ 361.00
Greenpoint, Inc.	100069	18727	Monthly Landscape Maintenance 12/22	\$ 12,268.15
Hi-Tech System Associates	100070	375444	Monthly Contracted Services 12/22	\$ 50.00
Kutak Rock, LLP	100071	3141468	Legal Services 10/22	\$ 103.50
Republic Services	EFT	0687-001273194	Waste Disposal Services 12/22	\$ 137.51
Rizzetta & Company, Inc.	100066	INV0000073222	District Management Services 12/22	\$ 4,347.01
Vak Pak Inc. Manufacturing	100073	600206	Filters 12/22	\$ 1,384.94
Vesta Property Services, Inc.	100074	404951	Monthly Maintenance Services 12/22	<u>\$ 6,280.75</u>
<b>Report Total</b>				<b><u>\$ 33,741.47</u></b>

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.CROSSCREEKNORTHCCDD.ORG

## Operation and Maintenance Expenditures

January 2023

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2023 through January 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:        **\$56,833.70**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anthony K. Sharp	100085	AS011023	Board of Supervisors Meeting 01/10/23	\$ 200.00
Charles Aquatics, Inc.	100095	47010	Pond Maintenance 01/23	\$ 1,920.00
Clay County Utility Authority	100076	00612189 New Customer	New Customer Application-Fees 12/22	\$ 79.10
Clay County Utility Authority	EFT	Monthly Summary 01/23 Autopay 274	Water-Sewer Services 01/23	\$ 2,504.24
Clay Electric Cooperative, Inc.	EFT	Monthly Summary 12/22 274 Autopay	Electric Services 12/22	\$ 3,385.00
Clay Today	100086	2022-241623	Legal Advertising 01/23	\$ 64.80
COMCAST	EFT	8495 74 144 1963216 12/22	Phone Internet & Cable 11/22	\$ 324.04
Doody Daddy, LLC	100096	2301	Pet Waste Station Management 01/23	\$ 361.00
Egis Insurance Advisors, LLC	100077	17777	Policy #100122302-Add new Monument 12/19/22	\$ 1,977.00
Greenpoint, Inc.	100079	18174	Monthly Landscape Maintenance 11/22	\$ 12,268.15
Greenpoint, Inc.	100092	19320	Monthly Landscape Maintenance 01/23	\$ 12,268.15

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hawkins, Inc	100081	6364896	Pool Chemicals 12/22	\$ 257.32
Hi-Tech System Associates	100093	374183	Service Call 11/22	\$ 285.00
Hi-Tech System Associates	100093	377267	Monthly Contracted Services 01/23	\$ 50.00
Innersync Studio, Ltd	100082	20972	Website Services 01/23	\$ 384.38
J. Lucas & Associates, Inc.	100080	4894	Engineering Services 08/22	\$ 500.00
James Teagle	100087	JT011023	Board of Supervisors Meeting 01/10/23	\$ 200.00
Kutak Rock, LLP	100078	3156188	Legal Services 11/22	\$ 1,651.50
Mark Dearing	100088	MD011023	Board of Supervisors Meeting 01/10/23	\$ 200.00
Phil Lentsch	100097	35952	Bound Books 01/23	\$ 32.30
Republic Services	EFT	0687-001281431	Waste Disposal Services 01/23	\$ 136.72
Rizzetta & Company, Inc.	100075	INV0000074660	District Management Fees 01/23	\$ 4,347.01
Rizzetta & Company, Inc.	100084	INV0000074869	Dissemination Services FY 22-23	\$ 6,000.00
Robert Porter	100089	RP011023	Board of Supervisors Meeting 01/10/23	\$ 200.00

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Shane T. Ricci	100090	SR011023	Board of Supervisors Meeting 01/10/23	\$ 200.00
Turner Pest Control, LLC	100083	20523747	Pest Control Services 12/22	\$ 115.50
Vesta Property Services, Inc.	100094	403450	Reimbursable Expenses 09/22	\$ 553.93
Vesta Property Services, Inc.	100091	405787	Monthly Maintenance Services 01/23	\$ 6,280.75
Vesta Property Services, Inc.	100098	406352	Reimbursable Expenses 12/22	<u>\$ 87.81</u>
<b>Report Total</b>				<b><u>\$ 56,833.70</u></b>

## **Tab 3**





6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

## Service Report

**Date:** March 6, 2023

**Biologist:** Clayton Wilford

**Client:** Cross Creek

**Contact:** Leslie Gallagher

**Waterways:** 20 ponds

**Pond 1:** No algae or new growth noted.



**Pond 2:** No algae or invasive species noted. Fountain was working properly.



**Pond 3:** No new growth noted. Picked up minor trash. Pollen accumulating in the corner.



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



**Pond 5:** No algae or invasive species. Fountain was working properly.



**Pond 6:** No new growth or algae noted. Water level was still low.



**Pond 7:** No new growth noted.



**Pond 8:** Previous treatment was effective. The remaining algae is dead and decaying. There is evidence of the grass carp pulling up the spike rush throughout the pond.



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



**Pond 10:** Previous treatment was effective. The torpedo grass is decaying, and the pennywort is dying.



**Pond 11:** No new growth noted.



**Pond 12:** No new growth or trash noticed.

No Picture

**Pond 13:** Treated heavily for the hydrilla on the 1<sup>st</sup>. returned on the 6<sup>th</sup> and the hydrilla is already dying.



**Pond 14:** Previous treatment was effective. The remaining algae is decaying.



**Pond 15:** No invasive species noted.



**Pond 16:** No invasive species. I would recommend an alum treatment when construction is done for the pond turbidity.



**Pond 17:** I did a heavy treatment for the hydrilla.



**Pond 18:** Treated the perimeter for cattails and torpedo grass.



**Pond 19:** No new growth noted.



**Pond 20:** No algae or invasive species noted.





# Tab 4





# Tab 5



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

February 20, 2023

To Board of Supervisors  
Cross Creek North Community Development District  
12750 Citrus Park Lane, Suite 115  
Tampa, Florida 33625

We are pleased to confirm our understanding of the services we are to provide Cross Creek North Community Development District, Clay County, Florida ("the District") for each of the fiscal years ended September 30, 2022, 2023, 2024 and 2025. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Cross Creek North Community Development District as of and for each of the fiscal years ended September 30, 2022, 2023, 2024 and 2025. 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. This responsibility includes 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.

Our fee for these services will not exceed \$5,600 for the September 30, 2022 audit. The fees for fiscal years 2023, 2024 and 2025 will not exceed \$5,700, \$5,800 and \$5,900, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30th must be provided to us no later than January 30th, in order for us to complete the engagement by March 31st.

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.

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 North 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.

Very truly yours,

Grau & Associates



\_\_\_\_\_  
Racquel McIntosh

RESPONSE:

This letter correctly sets forth the understanding of Cross Creek North 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

# Tab 6



## Aquatic Management Agreement

This Agreement dated **June 1, 2023 through June 30, 2024**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

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

Property Address 2895 Big Oak Dr, Green Cove Springs, FL

Billing Address 3434 Colwell Ave, Suite 200, Tampa, FL 33614

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

Hereinafter called "CLIENT".

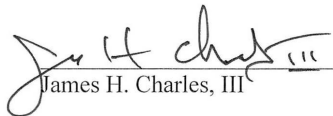
1) **Charles Aquatics, Inc.**, agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algicides, as needed, in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): Twenty-Five (25) ponds located in Clay County, FL.

2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

- |  |                            |
|--|----------------------------|
| <b>a) Monthly Aquatic Management Services</b>                    | <b>\$ <u>2,695.00</u></b>  |
| <b>b) Comprehensive Service Reports following each treatment</b> | <b>\$ <u>Included</u></b>  |
| <b>c) Pollution Liability Insurance</b>                          | <b>\$ <u>Included</u></b>  |
| <b>d) Grass Carp stocking (Upon Approval)</b>                    | <b>\$ <u>8.00/fish</u></b> |
| <b>e) Permitting for Grass Carp</b>                              | <b>\$ <u>Included</u></b>  |
| <b>f) Fabrication and Installation of Aluminum Fish Barriers</b> | <b>\$ <u>55/sq. ft</u></b> |

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) 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.** within 30 days of the issuance.

**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 and 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.
  - 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. Hypodermic needles, used diapers, used condoms or other biohazards will not be collected.
- 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.

	<b>YES</b>	<b>NO</b>	<b>INITIALS</b>
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	_____	_____	_____
b) Water from the treated waterway(s) is used for irrigation.	_____	_____	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	_____	_____	_____
d) Treated waterways are not used for swimming by humans or pets	_____	_____	_____
e) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	_____	_____	_____
f) Any special use of treated waterway which may conflict with treatments.	_____	_____	_____
g) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	_____	_____	_____
h) Restrictions on the use of any aquatic herbicides or algaecides in the waterways to be treated.	_____	_____	_____
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating.	_____	_____	_____

j) **CLIENT** agrees to provide **Charles Aquatics, Inc.** additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (i) above on the spaces below:

\_\_\_\_\_

\_\_\_\_\_

- k) **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**.
- l) 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**.
- m) 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 Client terminates the agreement prior to the end of the initial year, Client agrees to pay Charles Aquatics, Inc. for the balance of the agreement.*
- 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.** This would include injury or death to humans or animals who swim, drink or fish in waterways.
- 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**.

# **Tab 7**



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6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

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**QUARTERLY FLOATING FOUNTAIN  
MAINTENANCE AGREEMENT**

**This Agreement is prepared for Cross Creek North CDD - Rizzetta & Company**

**Property location: Green Cove Springs, FL**

**Maintenance beginning: \_\_\_\_\_**

Fountain Maintenance:

- 1) Clean pump intake screen (keeps water flowing properly and prevents screen from clogging and or collapsing)
- 2) Scrape, clean, and check lights for blown bulbs (prevents overheating of lights)
- 3) Clean all surfaces of float (prevents deterioration of float)
- 4) Clean display head (prevents algae build up on nozzle head)
- 5) Clean display head jets (keeps display uniform)
- 6) Adjust mooring lines as required (prevents slack in lines causing tangling of lines in cable)
- 7) Adjust anchor points as required (insures fountain is always properly secured)
- 8) Test light circuits (insures all GFCI protection is properly functioning)
- 9) Test pump circuits (insures all components in pump motor circuit are properly functioning)
- 10) Reset timers as required (keeps fountain and lights on proper schedule)
- 11) Tightening all electrical connections in control panel (helps prevent electrical shorting and damage to controls and or fountains)
- 12) Take meg readings on pump motor and cable as needed (measures cable and motor winding resistance)

*All the above procedures meet and, or exceed all fountain manufactures recommended maintenance programs insuring proper maintenance during manufacture warranty period.*

I do  I do not  pre-authorize Charles Aquatics, Inc. to replace or repair anything under \$100 during the maintenance visit. This includes but is not limited to Capacitors and Relays. (Pre-authorization will minimize down time of fountain in need of repair.)

I do  I do not  pre-authorize Charles Aquatics, Inc. to replace Halogen light bulbs during the maintenance visit. Each Halogen light bulb is \$30.-70. per bulb depending on Brand of Fountain/surface aerator. A proposal will be sent for repairing and/or replacing a LED light because the costs could range from \$100 to \$800 depending on Brand of Fountain/surface aerator.

**Price for 2 Floating Fountains Maintenance at Cross Creek North is as follows:**

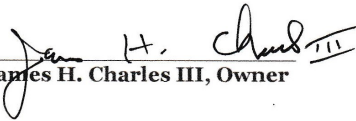
***2 fountain(s) x \$125 per Unit = \$250.00 Quarterly***

**Total - \$1,000.00 Annually**

**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.**

**Your signature below gives permission for maintenance to begin. Please email or fax back to 904-807-9158.**

Charles Aquatics, Inc.

  
James H. Charles III, Owner

\_\_\_\_\_  
Representative of Charles Aquatics, Inc.      3/29/23  
Date

\_\_\_\_\_  
Customer Signature      Date





Aquagenix

A DCS Company

Welcome to the DeAngelo Contracting Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

**Benefits of DeAngelo Contracting Services Programs are:**

- \* Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- \* Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- \* Management of border grass and weeds from the toe of the bank to the water's edge.
- \* Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat.
- \* Post Treatment Reports providing details of work we performed.

**Additional service available from DCS:**

- \* Wetland planting, restoration, and maintenance
- \* Installation of Decorative Fountains and Aeration Systems
- \* Servicing Fountain and Aeration Systems
- \* Blue Dye / Water Clarity Treatment
- \* Turbidity Curtains and Weed Barriers
- \* Waterway and Wetland Consulting
- \* The creation of littoral and other native planting and sanctuary areas
- \* Permit processing for stocking of Triploid Grass Carp
- \* Stocking of Game fish and Triploid Grass Carp
- \* Comprehensive water testing

**Advantages of doing business with DeAngelo Contracting Services:**

- \* Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- \* Quick response to customer calls.
- \* Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- \* Where required, monthly management service reports for use in meetings and submission to government agencies.
- \* Educational presentations to interested groups.
- \* Our field crews are in uniforms with our company name embroidered identification.
- \* Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville



**A q u a g e n i x**

A DCS Company

## **DCS AQUATIC MANAGEMENT PLUS AGREEMENT**

This agreement dated April 3, 2023, is made between DeAngelo Contracting Services and Cross Creel North CDD as described as follows:

**Cross Creek North CDD  
2895 Big Oak Drive  
Green Cove Springs, FL 32043**

**Attn: Lesley Gallagher – P: 904-436-6270 Ext.4637**

Both Cross Creek North CDD and DCS agree to the following:

**1. Site Locations:**

DCS will provide aquatic management services on behalf of Cross Creek North CDD in accordance with the terms and conditions of this Agreement for 2 fountains.

**2. Contract Services: Cross Creek North CDD agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:**

- Maintenance will include cleaning of the fountain body, float, nozzle(s), light lenses, intake screen and a inspection of the control panel.
- Parts are not included with the maintenance contract.
- Any issues discovered with the fountain(s) during the scheduled routine maintenance event will be reported to the customer along with a quote for all repairs.
- A eighty five (85) dollar per hour labor charge will be issued for any repairs or requests for inspection by the customer during the month's in-between the regularly scheduled maintenance months. This does not include any parts, only labor.
- A work order will be sent to the customer and must be signed and returned by the customer to Aquagenix before any inspections or repairs can take place

Annual Program Investment **\$4,000.00/annually for Four (4) times per year which will be billed quarterly at \$1,000.00**

**Contract terms:**

The term of this Agreement is for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

**3. Automatic Renewal:**

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

**4. Safety:**

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

**5. Insurance:**

DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

**6. Address Change:**

If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

**7. Management Change:**

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

**8. Schedule of Payment and Penalties for past due invoices:**

CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 100 North Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

**9. Default:**

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

**10. Termination Procedure:**

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 100 North Conahan Drive., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

**11. OTHER ITEMS: -**

- a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.

- c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

**12. Contract Documents:**

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

Julie Clements  
DeAngelo Contracting Services

\_\_\_\_\_  
CUSTOMER

Julie Clements  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

4/3/2023  
DATE

\_\_\_\_\_  
DATE

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

# Tab 8



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 \_03\_/\_30\_/\_23\_, 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 as outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract Between Cross Creek 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 area 2D-1 to the maintenance schedule. The area 2D-1 will have no cost associated with this section*

Signature \_\_\_\_\_

Carlo Gonzalez \_\_\_\_\_ Date \_\_\_\_\_  
Print Name

Signature \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Print Name



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 \_03\_/\_30\_/\_23\_, 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 as outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract Between Cross Creek 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 new amenity center 42 x visits a year to the maintenance schedule. This will include turf program and re mulching of all beds annually per the initial contact. This will be an extra \$24,400 more a year and \$2,033 a month added onto the monthly bill*

Signature \_\_\_\_\_

Carlo Gonzalez \_\_\_\_\_ Date \_\_\_\_\_  
Print Name

Signature \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Print Name

## **Tab 9**



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
			<b>Total</b>	\$6,000.00

Greenpoint Landscaping

6126 US HWY 1 N  
St Augustine FL 32095

# Estimate

Date	Estimate #
1/10/2023	855

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

Project

Item	Description	Qty	Rate	Total
	Seed and straw open lot			
Labor	Minor hand grading of wash out areas on lot- not complete grading just hand grading of uneven wash out areas	1	425.00	425.00
Tree and Plants	Installation of seed and cover all bare areas with wheat straw	1	3,500.00	3,500.00
	There is no guarantee the seed will give full coverage after installed and Greenpoint is not responsible for watering the product after installation			
			<b>Total</b>	\$3,925.00

# Tab 10

## RESOLUTION 2023-06

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED SUSPENSION AND TERMINATION RULES AND RV PARK RENTAL RATES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) find that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the revised *Suspension and Termination of Access Rule* (“Suspension and Termination Rules”), which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

**WHEREAS**, the Board further finds that the imposition of fees for utilization of the RV Park and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the facilities and is in the best interests of the District; and

**WHEREAS**, the Board finds that the fee structure outline in **Exhibit B** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affective the use of the facilities furnished; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption, including the holding of a public hearing thereon.

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

**SECTION 1.** The Suspension and Termination Rules set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

**SECTION 2.** The fees in **Exhibit B** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

**SECTION 3.** Fees for use of the District’s RV Park and services are adopted in accordance with **Exhibit B** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed

**SECTION 4.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 11th day of April 2023.

ATTEST:

**CROSS CREEK NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Revised Suspension and Termination of Access Rule

**Exhibit B:** RV Park Rental Rates

**Exhibit A**

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: April 11, 2023

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on April 11, 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

## **EXHIBITS**

1. Location Map
2. District Legal Boundary Description
3. Future Land Use Map
4. Community Development Map
5. Master Infrastructure

# **Tab 11**

**RESOLUTION 2023-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapters 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of the District business; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) is authorized by Section 190.012(2), *Florida Statutes*, to provide for the operation of parks and recreational facilities and security for the same, which authorization includes contracting with a towing operator provided that the district follows the authorization and notice and procedural requirements in Section 715.07, *Florida Statutes*; and

**WHEREAS**, the District desires to adopt *Rules Relating to Overnight Parking and Parking Enforcement* (“Rule”), pursuant to the provisions of Section 190.012, *Florida Statutes*; and

**WHEREAS**, the Board scheduled the date of the public hearing for Tuesday, April 11, 2023, at 3:30 p.m., at the Cross Creek North Amenity Center, 2895 Big Oak Drive, Green Cove Springs, Florida 32043, and the District Manager has caused the notice of the public hearing, with the date to be published in a newspaper of general circulation in Clay County, Florida, consistent with the requirements of Chapters 190, *Florida Statutes*; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

**SECTION 1.** The District Manager’s actions in setting the public hearing are hereby ratified.

**SECTION 2.** The District hereby adopts the Rule, attached hereto as **Exhibit A**.

**SECTION 3.** If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 11th day of April 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**

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

---

**In accordance with Chapter 190, Florida Statutes, and on April 11, 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:
  - i. The name, address and contact information of the owner of the vehicle to which the permit will be granted;
  - ii. The make/model and license plate of the vehicle to which the permit will apply;
  - iii. The reason and special terms (if any) for the Overnight Parking Permit; and
  - iv. 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***

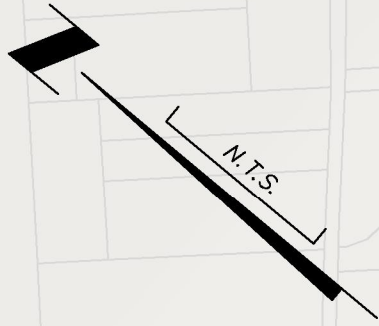
Effective date: April 11, 2023

**EXHIBIT A**  
**Map of Tow-Away Zones**

# LEGEND

- CDD PROPERTY
- CDD - SMF (STORMWATER MANAGEMENT FACILITY)
- CDD - CONSERVATION / UPLAND BUFFER
- PARKS

REFER TO PLATS AND RECORDED DOCUMENTS FOR MORE INFORMATION.



## OVERALL MASTER SITE PLAN

CROSS CREEK

CLAY COUNTY, FLORIDA

ETM NO. 19-327-05

DRAWN BY:

DATE: 05/19/2022

DRAWING NO. 1 OF 1



VISION - EXPERIENCE - RESULTS  
 ENGLAND, THIBBS & MILLER, INC.  
 1525 International Parkway, Suite 1011,  
 Lake Mary, FL 32746  
 TEL: (407) 536-5379  
 CA - 00002584 LC - 0000316

**EXHIBIT B**  
**Map of Overnight Parking Areas**

# LEGEND

- CDD PROPERTY
- CDD - SMF (STORMWATER MANAGEMENT FACILITY)
- CDD - CONSERVATION / UPLAND BUFFER
- PARKS

REFER TO PLATS AND RECORDED DOCUMENTS FOR MORE INFORMATION.



## OVERALL MASTER SITE PLAN

CROSS CREEK  
CLAY COUNTY, FLORIDA

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ENGLAND, THIBBS & MILLER, INC.  
1525 International Parkway, Suite 1011,  
Lake Mary, FL 32746  
TEL: (407) 536-5379  
CA - 00002584 LC - 0000316



## **Tab 12**

**RESOLUTION NO. 2023-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN MULTIPLE SERIES, TO PAY ALL OR A PORTION OF THE COSTS OF THE PROJECT (HEREINAFTER DEFINED) PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS AND THE PROJECT; PROVIDING AN EFFECTIVE DATE AND PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS**, Cross Creek North Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act") and pursuant to Ordinance No. 2017-10 enacted by the Board of County Commissioners of Clay County, Florida on February 28, 2017, effective March 3, 2017; and

**WHEREAS**, the District has been created for the purpose of delivering certain community development improvements and facilities for the benefit of the lands within the District (the "Capital Improvement Program"); and

**WHEREAS**, the District has heretofore issued its \$8,105,000 aggregate principal amount of Cross Creek North Community Development District Special Assessment Bonds, Series 2018, for the primary purpose of financing the costs of a portion of the Capital Improvement Program benefitting certain lands within the District, pursuant to a Master Trust Indenture dated as of December 1, 2018 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of July 1, 2018, each between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"); and

**WHEREAS**, the District has heretofore issued its \$15,075,000 aggregate principal amount of Cross Creek North Community Development District Special Assessment Bonds, Series 2022, for the primary purpose of financing the costs of a portion of the Capital Improvement Program benefitting certain lands within the District, pursuant to the Master Indenture, as supplemented by a Second Supplemental Trust Indenture dated as of March 1, 2022, each between the District and the Trustee; and

**WHEREAS**, Bonds to be issued by the District in an amount not to exceed \$30,000,000 were validated by judgment of the Circuit Court of the Fourth Judicial

Circuit of Florida, in and for Clay County, Florida, on June 15, 2017, pursuant to Section 190.016(12), Florida Statutes (the "Prior Validation"); and

**WHEREAS**, the District believes it to be in the best interest of the District to issue Bonds to finance the costs of an additional portion of the Capital Improvement Program, as further described in Exhibit A hereto (the "Project"); and

**WHEREAS**, the District desires to authorize the issuance of not to exceed \$10,000,000 aggregate principal amount of its Cross Creek North Community Development District Special Assessment Bonds, in one or more Series (the "Validated Bonds"), in order to pay all or a portion of the costs of the Project; and

**WHEREAS**, the issuance of the Validated Bonds will exceed the amount of Bonds authorized to be issued by the District pursuant to the Prior Validation; and

**WHEREAS**, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically pursuant to Sections 190.011(9), 190.011(14), 190.016(1), 190.016(2), 190.016(8), 190.016(13), 190.022 and 190.023 of the Act, to issue the Validated Bonds; and

**WHEREAS**, the validity of the District, the Master Trust Indenture and the Trustee were validated by the Prior Validation and are *res judicata* as to all matters decided therein; and

**WHEREAS**, the District desires to provide for the judicial validation of the Project and the Validated Bonds to finance the Project pursuant to Section 190.016(12), Florida Statutes;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Cross Creek North Community Development District, as follows:

**1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Master Indenture.

**2. Authorization of Validated Bonds.** The District hereby authorizes the issuance of not to exceed \$10,000,000 aggregate principal amount of the Validated Bonds to pay all or a portion of the costs of the Project.

**3. Certain Details of the Validated Bonds; Authorized Amount.** The Validated Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, Clay County, Florida (the "County"), the State of Florida (the "State"), or any political subdivision thereof, but shall be payable solely from the Special Assessments levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Master Indenture, as shall be supplemented as provided therein by one or more supplemental

indentures (each, a "Supplemental Indenture") for the Series of Bonds financing the Project, and neither the full faith and credit nor any taxing power of the District, the County, the State, nor any political subdivision thereof, is pledged to the payment of the principal of or interest on the Validated Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Validated Bonds. The Validated Bonds shall: (i) be issued in multiple Series in fully registered form in such principal denominations of \$5,000 or any integral multiple thereof; (ii) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in a resolution adopted by the District prior to the issuance and delivery of the Validated Bonds; (iii) be payable in not more than the maximum number of annual installments of principal allowed by law (currently 30); and (iv) be dated as provided in a resolution adopted by the District prior to the issuance and delivery thereof. The final maturity date or dates of each Series of the Validated Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary mandatory redemption provisions thereof shall be fixed by the Supplemental Indenture or by one or more resolutions of the District to be adopted prior to the delivery of such Series of the Validated Bonds. In other respects, the Validated Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Master Indenture. Prior to the issuance and delivery of each Series of the Validated Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection proceedings, in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170, 190 and 197, Florida Statutes, or any successor statutes thereto.

**4. Designation of Attesting Members.** The Secretary of the Board of Supervisors (the "Board") of the District, or in the case of his or her absence or unavailability, any Assistant Secretary of the Board, are each hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairman or Vice Chairman of the Board as they appear on the Validated Bonds and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Validated Bonds and in connection with the application of the proceeds thereof.

**5. Sale of Validated Bonds.** Pursuant to the provisions of Section 190.016(1), Florida Statutes, each Series of the Validated Bonds may be delivered in payment of all or a portion of the purchase price of the Project and may be sold at public or private sale after such advertisement, if any, as the Board may deem advisable but not in any event at less than ninety percent (90%) of the par value thereof, together with accrued interest thereon, in conformance with the provisions of the Act.

**6. Appointment of Trustee.** The District does hereby confirm and ratify the appointment of U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as Trustee under the Master Indenture and any Supplemental Indenture. The Trustee shall also serve as the Paying Agent, Registrar and authenticating agent thereunder.

**7. Bond Validation.** District Counsel and Bond Counsel to the District are hereby authorized and directed to file appropriate proceedings in the Circuit Court of the Fourth Judicial Circuit of Florida, in and for Clay County, Florida, for validation and the proceedings incident thereto for the Validated Bonds to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chairman or Vice Chairman is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, and the District's methodology consultant are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

**8. Authorization and Ratification of Prior and Subsequent Acts.** The members of the Board, the officers of the District, and the agents and employees of the District, are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this Resolution and the Master Indenture, and all of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

**9. Subsequent Resolution(s) Required.** Notwithstanding anything to the contrary contained herein, no Validated Bonds may be issued or delivered until the District adopts a subsequent resolution and a Supplemental Indenture or other supplemental indenture for each such Series of Bonds fixing the details of such Series of Bonds remaining to be specified, or delegating to the Chairman or Vice Chairman the authority to fix such details.

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

**11. Open Meetings.** It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open

meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

**12. Effective Date.** This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

[Remainder of Page Intentionally Left Blank]

**PASSED** in Public Session of the Board of Supervisors of Cross Creek North Community Development District, this 11<sup>th</sup> day of April, 2023.

**CROSS CREEK NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

Attest:

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice-Chairman,  
Board of Supervisors

**EXHIBIT A**

**DESCRIPTION OF PROJECT**



**DRAFT**

**CROSS CREEK NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
SUPPLEMENTAL ENGINEER'S REPORT**

for the

**CAPITAL IMPROVEMENTS  
FOR SERIES 2023 PROJECT**

Prepared for

**Board of Supervisors**

**Cross Creek North Community Development District**

Prepared by

England-Thims & Miller, Inc.  
14775 St. Augustine Road  
Jacksonville, Florida 32258  
904-642-8990

ETM Job No. 19-327-07

April 3, 2023

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## **INTRODUCTION**

The Supplemental Engineer's Report for the Cross Creek North Community Development District describes the improvements to be included in the Series 2023 Project, which includes a portion of the capital improvement plan necessary for the completion of the remaining portion of Phase 2 (the "Series 2023 Assessment Area") as well as other recreational improvements and infrastructure.

The Cross Creek North Community Development District (the "District"), incorporating Phase 1 and Phase 2 of Cross Creek, is a ± 970.12 acre residential development located within the unincorporated area of northeastern Clay County, Florida. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for the community development within the District. The District is located in Section 46 lying in Township 5 South, Range 26 East. The District is currently bounded on the northwest by Sandridge Road and the northeast by Russell Road, vacant property to the west and south. Access to the District is via Russell Road (C.R. 209) and Sandridge Road and is approximately 5.8 miles north of Green Cove Springs and approximately 2 miles from a major interchange on the outer beltway expressway system currently under construction. **Exhibit 1** is a Location Map showing the location of the Cross Creek North CDD in Clay County and the adjacent roads. **Exhibit 2** is a legal description of the District.

The District is a local unit of special-purpose government established by Ordinance No. 2017-10 of the Board of County Commissioners for Clay County, Florida. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for the community development within the District.

The District consists of the Cross Creek Master Community Development located within the Lake Asbury Master Plan Area. As a requirement of the Development, D. R. Horton, Inc. has platted approximately ± 37 acres for parks and approximately ± 96 acres of uplands for preservation protecting the existing wetlands on the site within Phase 1 of Cross Creek. Within Phase 2 approximately ± 38 acres for parks/open space and approximately ± 438 acres of wetlands and uplands for preservation protecting the existing wetlands will be platted.

The Cross Creek plans for the District includes 1,300 single-family homes, 415 single family homes within Phase 1 and 885 single family homes within Phase 2. The community also includes an Amenity Center area and neighborhood park areas throughout both phases of Cross Creek. **Exhibit 3** shows the future land uses within the property and surrounding area located within the Lake Asbury Master Plan. **Exhibit 4** shows the overall layout for the Cross Creek Community showing the proposed residential lots, open spaces, stormwater management facilities, etc.

## **OVERVIEW OF THE DEVELOPMENT**

The project is being developed in two (2) major phases with Phase 1 infrastructure complete and Phase 2 currently under construction. Phase 1 of the development consists of 415 single family lots, seven (7) neighborhood recreation areas, and the master infrastructure to support Phase 1. Phase 2 of development consists of 885 single-family units which will be constructed in nine (9) sub-phases, Phases 2A – 2F. The Series 2022 Project included improvements in the Series 2022 Assessment Area, which is comprised of Phase 2A, 2B-1, 2B-2, 2C and the amenity center within Phase 1. The Series 2023 Project includes improvements in the Series 2023 Assessment Area, which is comprised of Phases 2D-1, 2D-2, 2E-1, 2E-2 and 2F.

### Phase 2 Construction Summary:

- Phase 2B-2F Mass Grading: Complete.
- Phase 2A (100 lots): Infrastructure construction complete except for the second lift of asphalt. All utilities have been accepted by Clay County Utility Authority and closeout with Clay County is complete.
- Phase 2B-1 (127 lots): Infrastructure construction complete except for the second lift of asphalt. All utilities have been accepted by Clay County Utility Authority and closeout with Clay County is complete.
- Phase 2B-2 (81 lots): Infrastructure construction complete except for the second lift of asphalt. All utilities have been accepted by Clay County Utility Authority and closeout with Clay County is complete .
- Phase 2C (226 lots): Infrastructure construction complete except for the second lift of asphalt. All utilities have been accepted by Clay County Utility Authority and closeout with Clay County is complete.
- Phase 2D-1 (50 lots): Infrastructure construction commenced fourth quarter 2022 and is expected to be completed fourth quarter of 2023.
- Phase 2D-2 (101 lots): Infrastructure construction recently commenced.
- Phase 2E-1 (35 lots): Not scheduled at this time.
- Phase 2E-2 (52 lots): Not scheduled at this time.
- Phase 2F (113 lots): Infrastructure construction complete except for the second lift of asphalt. All utilities have been accepted by Clay County Utility Authority and closeout with Clay County is complete .

The Series 2018 Project, which included infrastructure to support 415 single-family units in Phase 1, is substantially complete. The Phase 1 Amenity Center is complete and open for District resident’s use. The Amenity Center consists of a clubhouse, swimming pool, kiddie splash pad, playground, tennis courts and more. The Amenity Center Expansion plans have been permitted and construction began the first quarter of 2022 with construction expected to be completed in 2023.

**Table I** lists the summary of the development. **Exhibit 5** depicts the overall Master Plan for Cross Creek including utility infrastructure and Phase 2 sub-phases.

**TABLE I**

**CROSS CREEK NORTH COMMUNITY  
DEVELOPMENT DISTRICT  
SUMMARY OF DEVELOPMENT**

TYPE	Estimated Units	Estimated Areas
<b>Series 2018 Assessment Area Phase 1 – Infrastructure Complete</b>		
Residential Development	415 units	±134 acres
Road Rights-of-Way	n/a	± 32 acres
Parks and Recreation	n/a	± 37 acres
Wetland/Open Space, Miscellaneous	n/a	± 96 acres
<b>Series 2022 Assessment Area Phase 2 (2A, 2B-1, 2B-2 &amp; 2C)</b>		
Residential Development	534 units	± 90 acres
Road Rights-of-Way	n/a	± 21 acres
Parks and Recreation	n/a	± 4 acres
Wetland/Open Space, Miscellaneous	n/a	± 100 acres
<b>Series 2023 Assessment Area Phase 2 (2D-1, 2D-2, 2E-1, 2E-2 &amp; 2F)</b>		
Residential Development	351 units	± 61
Road Rights-of-Way	n/a	± 17
Parks and Recreation	n/a	± 11
Wetland/Open Space, Miscellaneous	n/a	± 367
<b>TOTALS</b>	<b>1,300</b>	<b>± 970 acres</b>

*(Note: Certain land uses may change provided that such changes are consistent with the land use)*

Cost Estimates contained in this report have been prepared based on the best available information and recent contracts for Phase 2 sub-phases 2D-1, 2D-2, 2E-1, 2E-2, 2F, and the Master Earthwork.<sup>1</sup> Infrastructure costs include roadways (limerock, asphalt, curb, etc.), reuse water, potable water, sanitary sewer, pump stations, storm sewer, and other items related to infrastructure construction. A detailed description of such improvements may be found in the Cross Creek Community Development District Preliminary Engineers' Report dated March 21, 2017 prepared by J. Lucas & Associates, Inc. A 12% increase was estimated for engineering, surveying, platting and construction inspection costs.

England-Thims & Miller, Inc. believes the enclosed estimates to be accurate based on the available information; however, actual costs will vary based on unforeseen circumstances, inflation, etc.

**TABLE II**  
**SUMMARY OF 2023 PROJECT**

Estimated Infrastructure Costs							
Sub-Phase	No. Units	Stormwater Management Facilities & Mass Grading	Potable & Reuse Distribution Systems	Sanitary Sewer Gravity Mains	Roadway & Stormwater Collection System	Eng., CEI, Survey, Platting & Contingency	Cost Estimate
<b>2D-1</b>	50	\$321,638	\$374,678	\$137,308	\$558,592	\$167,066	\$1,559,281
<b>2D-2</b>	101	\$649,709	\$761,750	\$392,815	\$1,042,008	\$341,554	\$3,187,836
<b>2E-1<sup>2</sup></b>	35	\$225,147	\$129,572	\$389,136	\$222,178	\$115,924	\$1,081,956
<b>2E-2<sup>2</sup></b>	52	\$334,504	\$192,506	\$578,145	\$330,093	\$172,230	\$1,607,477
<b>2F</b>	113	\$726,902	\$666,468	\$437,158	\$1,251,712	\$369,869	\$3,452,109
<b>Subtotal:</b>	351	\$2,257,900	\$2,124,975	\$1,934,560	\$3,404,583	\$1,166,642	<b>\$10,888,660</b>

<sup>1</sup> The author notes that the original estimate of costs related to Phase 2 was initially undervalued. The attached reflects actual construction bids for the Series 2023 Project.

<sup>2</sup> 2E-1 and 2E-2 were not bid at the time of this report; therefore, costs estimated using average per lot costs from 2D-1, 2D-2 and 2F.

**GOVERNMENTAL ACTIONS**

The District was approved on February 28, 2017 by the Clay County Board of County Commissioners. Applicable zoning, vesting and concurrency approvals are in place for the development and the permits for both Phases 1 and 2 have been obtained. Agreements for water, sewer and reclaim water are in place with service provided by Clay County Utility Authority. **Table III** is a list of all of the Phase 2 development permits applied for and received to date.

**TABLE III**

**PHASE 2 DEVELOPMENT PERMITS**

<b>Phase 2 Sub -Phase</b>	<b>Permitting Agency</b>	<b>Permit No.</b>
2A (Infrastructure)	SJRWMD	98482-15
2A (Earthwork)	SJRWMD	98482-10
2A	CCUA Domestic Wastewater	DW2205-935
2A	CCUA Potable Water	PW1111-934
2A	Clay County	IMS #RES_SP-2020000017
2B-2F (Stormwater Infrastructure)	SJRWMD	9848-12
2B Earthwork	SJRWMD	98482-14
2B - 2E2	SJRWMD	98482-16
2B - 2E2	Clay County	IMS #RES_SP2020000031
2B - 2E2	Clay County - Revision #1	IMS #RES_SP2021000006
2B - 2E2	Clay County - Revision #2	IMS #RES_SP2021000014
2B - 2E2	CCUA Potable Water	PW1123-960
2B - 2E2	CCUA Domestic Wastewater	DW2211-961
2F	Clay County	IMS #RES_SP2021000036
2F	CCUA Potable Water	PW1123-988
2F	CCUA Domestic Wastewater	DW2211-989
Amenity Center	SJRWMD	98482-6
Amenity Center Expansion	SJRWMD	98482-17

## **AMENITY CENTER**

The Amenity Center is located on a 10-acre site located off of Big Oak Drive at the first roundabout. The Amenity Center consists of a community building with offices, a meeting room, restrooms, and a large covered porch. In addition to the community building, the Amenity Center has a swimming pool, an interactive kid's fountain, tennis courts, basketball courts, a children's playground and picnic shelters.

The Amenity Center Expansion plans were permitted, and construction began the first quarter of 2022. The Amenity Center expansion will consist of a fitness center, office space, lap pool, additional pickleball courts, a large recreation field, a recreational vehicle parking area consisting of approximately 84 spaces, and additional parking to accommodate the expanded amenity area.

## **SUMMARY AND CONCLUSION**

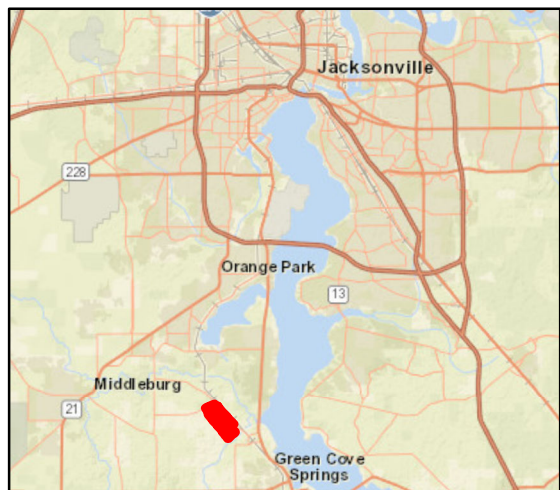
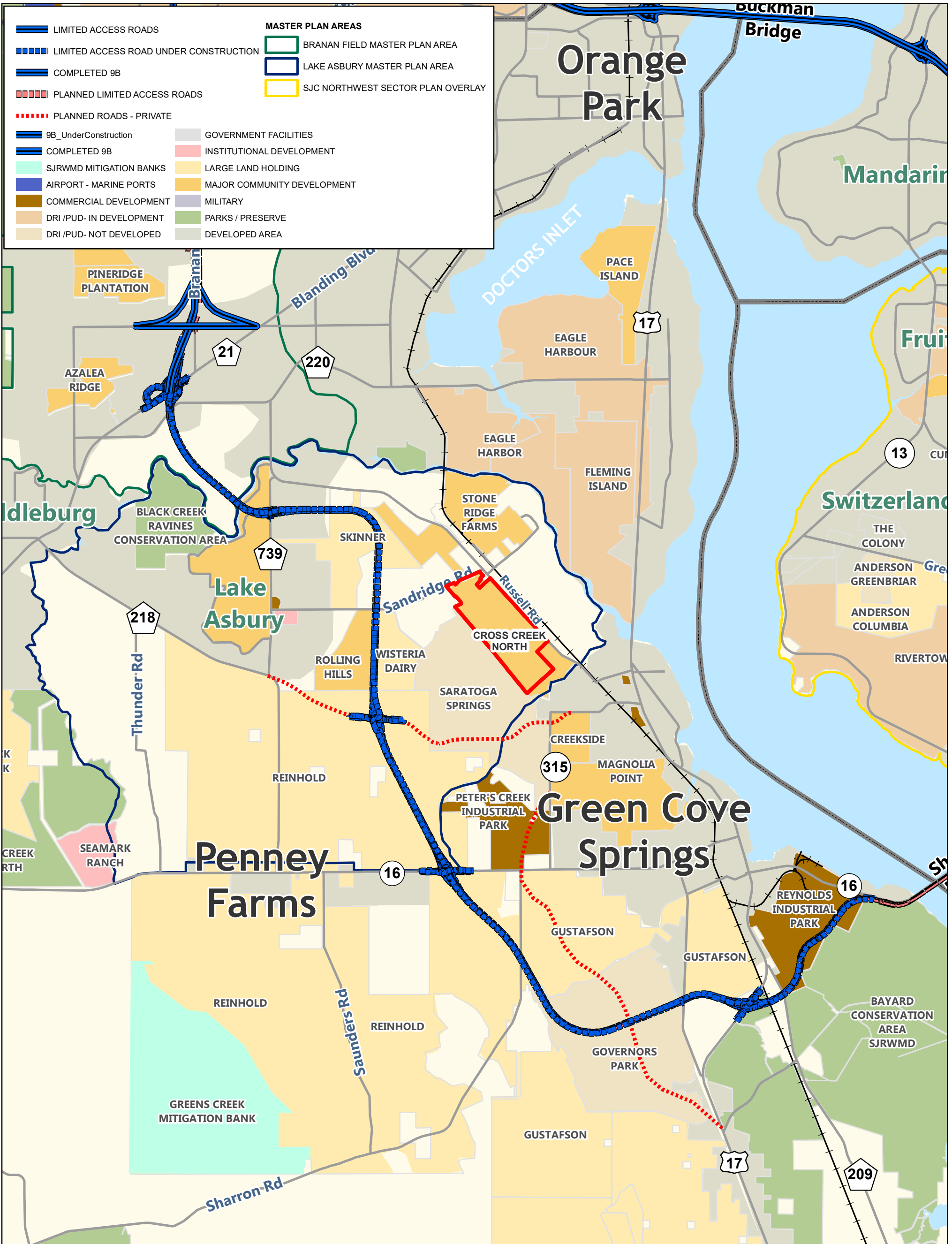
The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent unit of local government. The planning and design of the infrastructure is in accordance with governmental regulatory requirements at the time of permitting. The infrastructure will provide their intended function so long as the construction is in substantial compliance with the design and permits.

Items of construction in this report are based on current plan quantities for the infrastructure construction as shown on the approved constructed drawings and specifications, last revision.

The infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012 (1) and (2) of the Florida Statutes.

The estimate of the infrastructure construction costs is composed of estimates or established contractual amounts and is not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Clay County and quantities as represented on the construction plans. The labor market, future costs of equipment and materials, and the actual construction process are all beyond my control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.



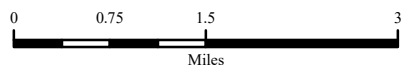


**Cross Creek North CDD**

Location Map

Source: ETM, Clay County

Subject Property



**ETM** England-Thim & Miller, Inc.  
 VISION • EXPERIENCE • RESULTS  
 14775 Old St. Augustine Road Jacksonville, FL 32258  
 904-642-8990 • Fax: 904-646-9485 • www.etminc.com

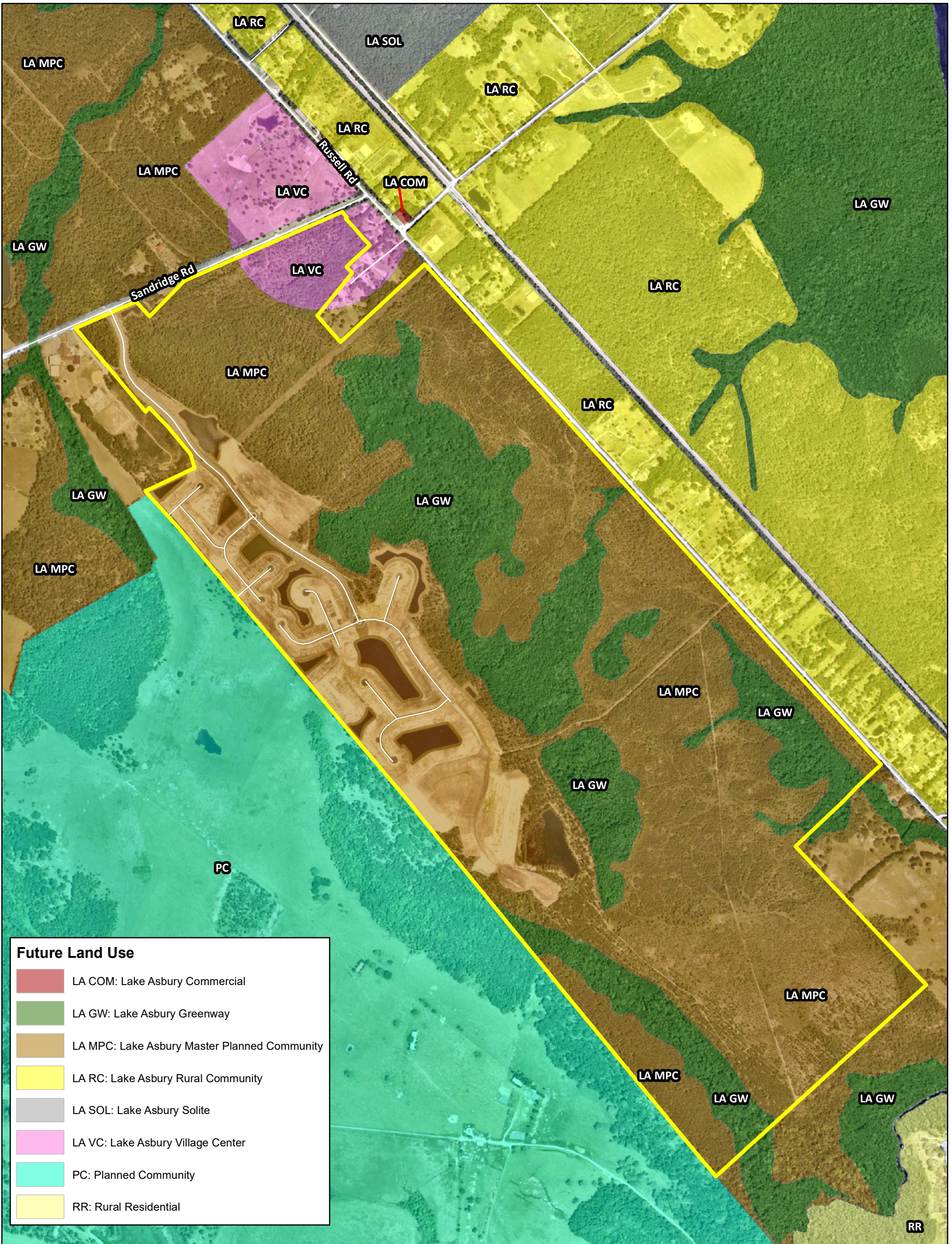
**EXHIBIT 1**

# EXHIBIT 2

A PORTION OF THE PLAT OF FLORIDA FARMERS LAND COMPANY SUBDIVISION RECORDED IN MAP BOOK 1, PAGE 49 OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LANDS DESCRIBED BOOK 1945, PAGE 1429 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 739-B (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED);

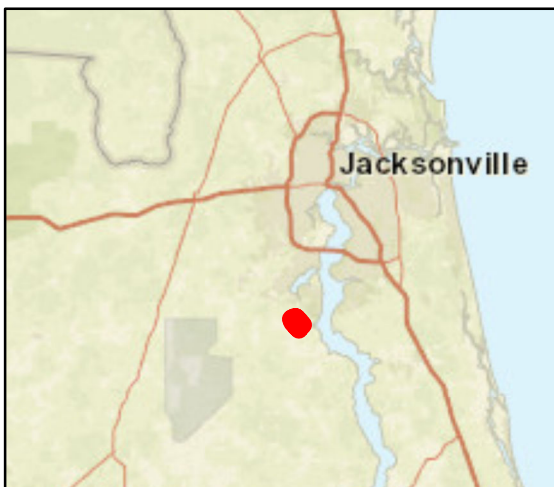
FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE NORTH 66°20'40" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 758.86 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN BOOK 1862, PAGE 990 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 42°38'23" EAST, 197.67 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 47°10'15" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 569.13 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 739-B; THENCE NORTH 66°20'40" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 259.46 FEET; THENCE NORTH 65°50'01" EAST, 1,420.13 FEET; THENCE SOUTH 23°50'27" EAST, 7.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7,672.44 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63°02'58" EAST, 179.88 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 41°37'47" EAST, 349.06 FEET; THENCE SOUTH 43°40'16" EAST, 140.37 FEET; THENCE SOUTH 47°05'52" WEST, 353.23 FEET; THENCE SOUTH 42°17'58" EAST, 92.94 FEET; THENCE SOUTH 39°11'35" WEST, 648.77 FEET; THENCE SOUTH 42°41'53" EAST, 385.38 FEET; THENCE NORTH 47°11'24" EAST, 628.50 FEET; THENCE NORTH 47°25'06" EAST, 667.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 209 (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED); THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE, SOUTH 42°34'18" EAST, 1901.87 FEET; THENCE SOUTH 42°32'58" EAST, 1,199.83 FEET; THENCE SOUTH 42°34'14" EAST, 3,601.04 FEET; THENCE SOUTH 42°30'44" EAST, 972.96 FEET TO THE NORTHERLY CORNER OF LOT 2, BLOCK 46 OF THE AFOREMENTIONED FLORIDA FARMERS LAND COMPANY SUBDIVISION; THENCE SOUTH 47°07'59" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 AND LOT 11 BLOCK 46, 1304.70 FEET TO THE WESTERLY CORNER OF SAID LOT 11; THENCE SOUTH 42°27'00" EAST ALONG THE SOUTHWESTERLY LINES OF LOTS 9, 10 AND 11 BLOCK 46, 1,993.24 TO THE SOUTHERLY CORNER OF SAID LOT 9; THENCE SOUTH 47°40'43" WEST TO AND ALONG THE SOUTHEASTERLY LINE OF LOTS 4 AND 9, BLOCK 47 AND LOT 4, BLOCK 48, 3,103.40 FEET TO THE SOUTHWESTERLY LINE OF SAID PLAT; THENCE NORTH 39°53'54" WEST ALONG SAID SOUTHWESTERLY PLAT LINE, 9,299.77 FEET TO THE SOUTHERLY CORNER OF LOT 5, BLOCK 18; THENCE NORTH 42°33'44" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5, 602.10 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 1962, PAGE 1282 OF SAID OFFICIAL RECORDS; THENCE THE FOLLOWING COURSES ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LANDS, NORTH 64°56'17" EAST, 583.25 FEET; THENCE NORTH 16°10'10" WEST, 155.89 FEET; THENCE NORTH 39°42'11" WEST, 400.91 FEET; THENCE NORTH 43°53'05" WEST, 297.66 FEET; THENCE SOUTH 38°35'10" WEST, 59.97 FEET; THENCE NORTH 40°07'09" WEST, 563.34 FEET TO THE MOST EASTERLY CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1945, PAGE 1429; THENCE NORTH 40°11'24" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 643.74 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 970.12 ACRES, MORE OR LESS.



**Future Land Use**

- LA COM: Lake Asbury Commercial
- LA GW: Lake Asbury Greenway
- LA MPC: Lake Asbury Master Planned Community
- LA RC: Lake Asbury Rural Community
- LA SOL: Lake Asbury Solite
- LA VC: Lake Asbury Village Center
- PC: Planned Community
- RR: Rural Residential



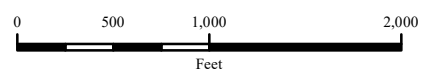
**CROSS CREEK NORTH CDD**

Future Land Use

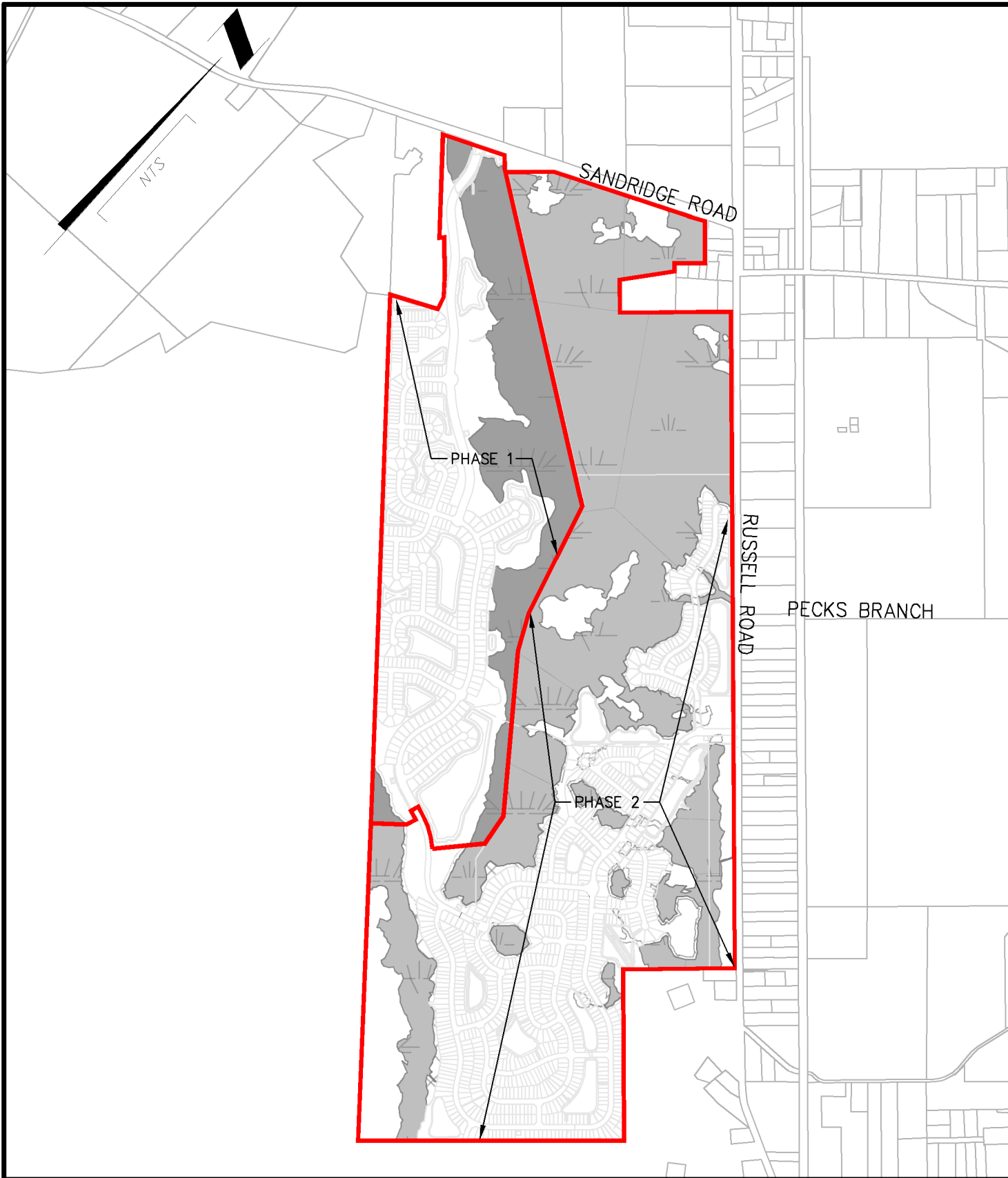
Source: ETM, Clay County

Subject Property

**EXHIBIT 3**



**ETM** England-Thimig & Miller, Inc.  
 VISION • EXPERIENCE • RESULTS  
 14775 Old St. Augustine Road Jacksonville, FL 32258  
 904-642-8990 • Fax: 904-646-9485 • www.etm-inc.com



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 PLOTTED: January 5, 2022 - 7:44 AM, BY: Caronne, Colleges



**VISION - EXPERIENCE - RESULTS**  
**ENGLAND - THIMS & MILLER, INC.**

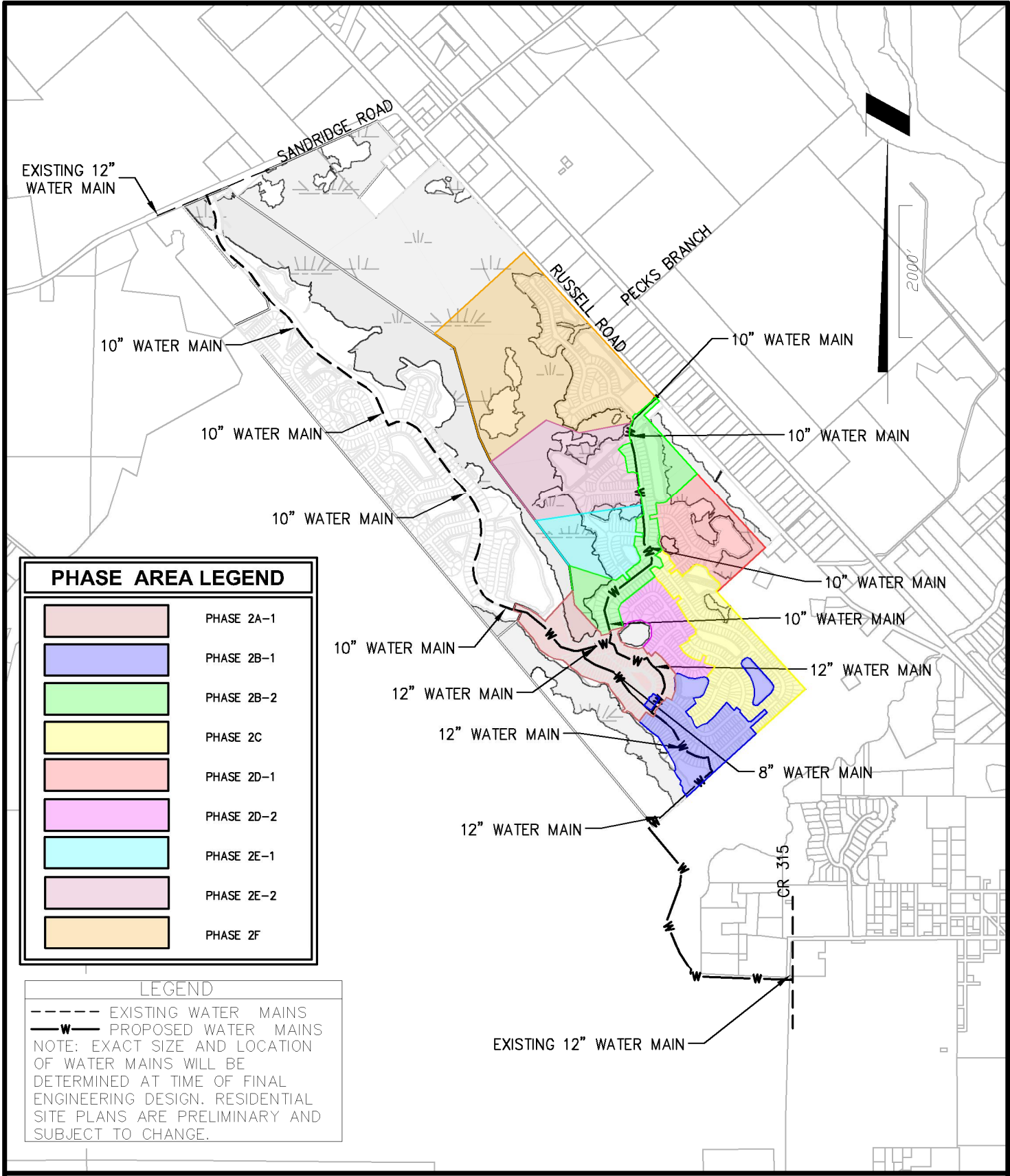
14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 REG - 2584 LC - 0000316

## EXHIBIT 4

### MASTER SITE PLAN

#### CROSS CREEK CDD SUPPLEMENTAL

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VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.

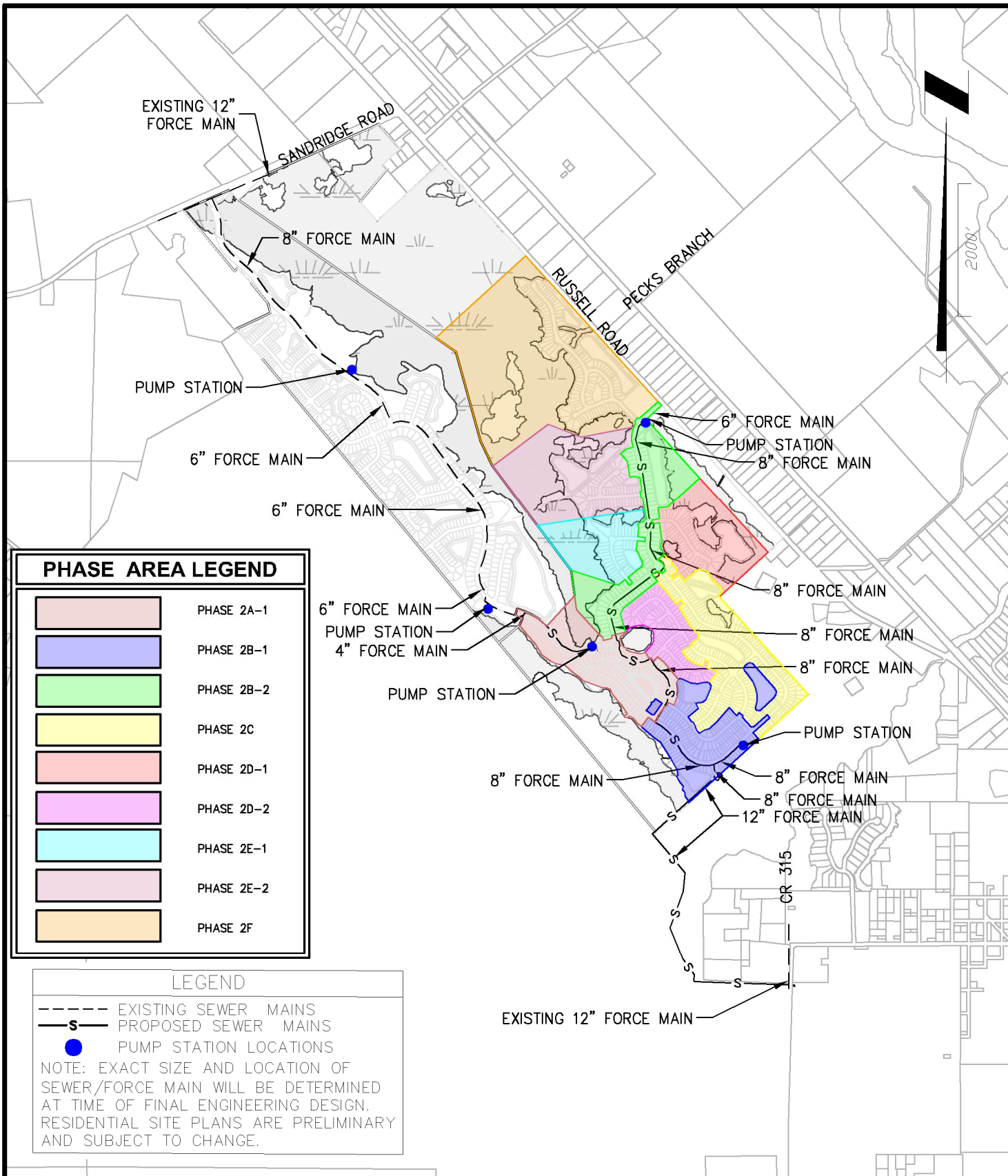
14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
REG - 2584 LC - 0000316

## EXHIBIT 5 PAGE 1 OF 3

### MASTER WATER PLAN

#### CROSS CREEK CDD SUPPLEMENTAL

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 PLOTTED: January 5, 2022 - 7:45 AM, BY: Caronne Colleges



PHASE AREA LEGEND	
	PHASE 2A-1
	PHASE 2B-1
	PHASE 2B-2
	PHASE 2C
	PHASE 2D-1
	PHASE 2D-2
	PHASE 2E-1
	PHASE 2E-2
	PHASE 2F

**LEGEND**

- - - - - EXISTING SEWER MAINS  
 —S— PROPOSED SEWER MAINS  
 ● PUMP STATION LOCATIONS

NOTE: EXACT SIZE AND LOCATION OF SEWER/FORCE MAIN WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.



**VISION - EXPERIENCE - RESULTS**  
**ENGLAND - THIMS & MILLER, INC.**

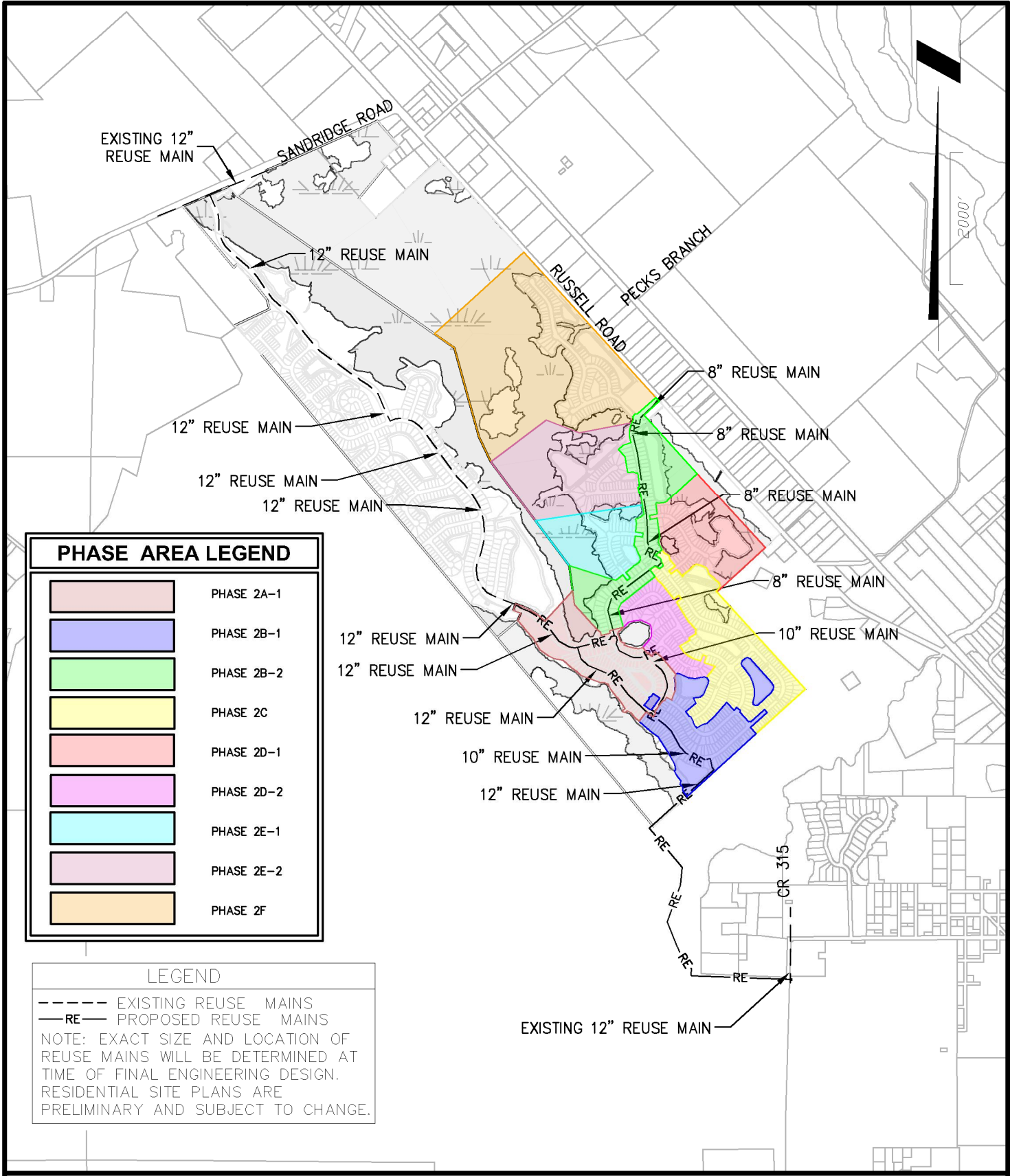
14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 REG - 2584 LC - 0000316

## EXHIBIT 5 PAGE 2 OF 3

### MASTER SANITARY SEWER PLAN

#### CROSS CREEK CDD SUPPLEMENTAL

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 PLOTTED: January 5, 2022 - 7:46 AM, BY: Caronne Colleges



PHASE AREA LEGEND	
	PHASE 2A-1
	PHASE 2B-1
	PHASE 2B-2
	PHASE 2C
	PHASE 2D-1
	PHASE 2D-2
	PHASE 2E-1
	PHASE 2E-2
	PHASE 2F

**LEGEND**  
 - - - - - EXISTING REUSE MAINS  
 —RE— PROPOSED REUSE MAINS  
 NOTE: EXACT SIZE AND LOCATION OF REUSE MAINS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.

**VISION - EXPERIENCE - RESULTS**  
**ENGLAND - THIMS & MILLER, INC.**  
 14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 REG - 2584 LC - 0000316

**EXHIBIT 5 PAGE 3 OF 3**  
**MASTER REUSE PLAN**  
**CROSS CREEK CDD SUPPLEMENTAL**

**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 13**

**RESOLUTION 2023-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Cross Creek North Community Development District (“**District**”) prior to June 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:

HOUR:

LOCATION:                   Cross Creek North Amenity Center  
                                  2895 Big Oak Drive  
                                  Green Cove Springs, Florida 32043

**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Clay County at least 60 days prior to the hearing set above.

**4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

**5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

**7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 11th day of April, 2023.

ATTEST:

**CROSS CREEK NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors

# **Exhibit A**

FY 2023/2024  
Proposed Budget



Rizzetta & Company

# Cross Creek North Community Development District

[www.crosscreeknorthcdd.org](http://www.crosscreeknorthcdd.org)

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## Proposed Budget for Fiscal Year 2023/2024

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Rizzetta & Company

**Proposed Budget**  
**Cross Creek North Community Development District**  
**General Fund**  
**Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 02/28/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	<b>REVENUES</b>							
3	Special Assessments							
4	Tax Roll*	\$ 642,082	\$ 650,192	\$ 650,192	\$ -	\$ 1,094,406	\$ 444,214	To be Updated Prior To Public Hearing
5	Off Roll*	\$ 70,930	\$ 94,573	\$ 94,573	\$ -	\$ 30,122	\$ (64,451)	To be Updated Prior To Public Hearing
6								
7	<b>TOTAL REVENUES</b>	<b>\$ 713,012</b>	<b>\$ 744,765</b>	<b>\$ 744,765</b>	<b>\$ -</b>	<b>\$ 1,124,528</b>	<b>\$ 379,763</b>	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 713,012</b>	<b>\$ 744,765</b>	<b>\$ 744,765</b>	<b>\$ -</b>	<b>\$ 1,124,528</b>	<b>\$ 379,763</b>	
12								
13	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
14								
15	<b>EXPENDITURES - ADMINISTRATIVE</b>							
16								
17	Legislative							
18	Supervisor Fees	\$ 1,800	\$ 5,800	\$ 6,000	\$ 200	\$ 6,000	\$ -	Based on Six Meeting Schedule
19	Financial & Administrative							
20	Administrative Services	\$ 2,068	\$ 4,964	\$ 4,964	\$ -	\$ 5,212	\$ 248	
21	District Management	\$ 9,239	\$ 22,173	\$ 22,173	\$ -	\$ 23,282	\$ 1,109	
22	District Engineer	\$ 2,500	\$ 8,800	\$ 15,000	\$ 6,200	\$ 15,000	\$ -	
23	Disclosure Report	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	Includes Series 2018 & 2022
24	Trustees Fees	\$ 4,714	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
25	Assessment Roll	\$ 5,515	\$ 5,516	\$ 5,516	\$ -	\$ 5,791	\$ 275	
26	Financial & Revenue Collections	\$ 1,655	\$ 3,971	\$ 3,971	\$ -	\$ 4,170	\$ 199	
27	Accounting Services	\$ 8,273	\$ 19,856	\$ 19,856	\$ -	\$ 20,849	\$ 993	
28	Auditing Services	\$ -	\$ 5,600	\$ 4,700	\$ (900)	\$ 7,200	\$ 2,500	Auditor Increased Fee w/Series 2022 Bond Issuance. Have Increased Budget for Series 2023 Issuance.
29	Arbitrage Rebate Calculation	\$ 450	\$ 900	\$ 900	\$ -	\$ 900	\$ -	
30	Public Officials Liability Insurance	\$ 2,733	\$ 2,733	\$ 3,050	\$ 317	\$ 3,279	\$ 229	
31	Legal Advertising	\$ 1,033	\$ 3,500	\$ 3,500	\$ -	\$ 3,500	\$ -	
32	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
33	Miscellaneous Fees	\$ 65	\$ 1,500	\$ 1,000	\$ (500)	\$ 1,000	\$ -	Printed Agendas & Mailed Notice
34	Website Hosting, Maintenance, Backup	\$ 1,269	\$ 2,738	\$ 3,738	\$ 1,000	\$ 2,738	\$ (1,000)	
35	Legal Counsel							
36	District Counsel	\$ 8,017	\$ 19,241	\$ 20,000	\$ 759	\$ 20,000	\$ -	
37								
38	<b>Administrative Subtotal</b>	<b>\$ 55,506</b>	<b>\$ 118,467</b>	<b>\$ 125,543</b>	<b>\$ 7,076</b>	<b>\$ 130,096</b>	<b>\$ 4,553</b>	
39								
40	<b>EXPENDITURES - FIELD OPERATIONS</b>							
41								
42	Electric Utility Services							
43	Utility Services /Recreational Facility /Entry	\$ 18,118	\$ 48,108	\$ 50,000	\$ 1,892	\$ 55,644	\$ 5,644	Proposed Estimating Second Amenity Facility and RV/Boat Storage Facility
44	Garbage/Solid Waste Control Services							
45	Garbage - Recreation Facility	\$ 676	\$ 2,300	\$ 3,500	\$ 1,200	\$ 3,600	\$ 100	Proposed to Include Estimate for Larger Dumpster or Second Dumpster to Accommodate Second Amenity Facility

**Proposed Budget**  
**Cross Creek North Community Development District**  
**General Fund**  
**Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 02/28/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
46	Water-Sewer Combination Services							
47	Utility Services	\$ 11,615	\$ 40,835	\$ 55,000	\$ 14,165	\$ 57,403	\$ 2,403	Projected to Include 21 Current Meters. FY 23/24 Proposed to To Include Estimated Amount for Additional Amenity Facility and Additional Irrigation Meters.
48	Stormwater Control							
49	Aquatic Maintenance	\$ 9,600	\$ 27,690	\$ 35,000	\$ 7,310	\$ 32,340	\$ (2,660)	Based on 25 Ponds and Renewal Proposal from Current Vendor
50	Fountain Service Repairs & Maintenance	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -	Two Pond Fountains. PM Agreement
51	Miscellaneous Expense	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ 2,500	\$ 500	Barriers/Carp?
52	Other Physical Environment							
53	General Liability/Property Insurance	\$ 26,525	\$ 37,347	\$ 37,347	\$ -	\$ 67,630	\$ 30,283	Reflects Estimated Amount for Additional Property to be Added Summer FY 22/23 as well as Potential Estimated Increase from Carrier
54	Entry & Walls Maintenance	\$ -	\$ 5,000	\$ 6,250	\$ 1,250	\$ 6,250	\$ -	Entry Monuments
55	Landscape & Irrigation Maintenance Contract	\$ 61,340	\$ 173,517	\$ 155,500	\$ (18,017)	\$ 225,000	\$ 69,500	Proposed to Include Estimated Amounts for Additional Phases FY 23/24.
56	Irrigation Repairs	\$ -	\$ 4,500	\$ 8,000	\$ 3,500	\$ 8,000	\$ -	
57	Landscape Replacement Plants, Shrubs, Trees	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	
58	Road & Street Facilities							
59	Street Light Maintenance -Decorative Lights	\$ -	\$ 1,000	\$ 1,500	\$ 500	\$ 1,500	\$ -	Estimated to Include Expanded Parking Areas
60	Road, Sidewalk Repair & Maintenance	\$ 2,310	\$ 2,310	\$ 1,500	\$ (810)	\$ 1,500	\$ -	Roundabout Striping FY 22/23
61	Parking Lot Repair & Maintenance		\$ -	\$ 500	\$ 500	\$ 500	\$ -	
62	Parks & Recreation							
63	Amenity Management Contract	\$ 31,404	\$ 154,942	\$ 130,000	\$ (24,942)	\$ 393,660	\$ 263,660	Projected and Proposed to Include Estimated Amount Provided By Vesta to Include Expanded Amenity Facilities
64	Amenity Maintenance & Repair	\$ -		\$ 15,000	\$ 15,000	\$ 15,000	\$ -	
65	Amenity Facility Supplies	\$ 2,267	\$ 5,441	\$ 5,500	\$ 59	\$ 11,000	\$ 5,500	Proposed Estimated Amounts to Include Expanded Amenity Facility
66	Pool Permits	\$ -	\$ 625	\$ 625	\$ -	\$ 625	\$ -	To Include 3 Permits (two pools and one activity pool)
67	Pool Chemicals & Repairs	\$ 4,338	\$ 10,411	\$ 20,000	\$ 9,589	\$ 26,280	\$ 6,280	Proposed To Include Estimated Amount for 2 Pools and 1 Activity Pool
68	Fitness Equipment Maintenance & Repairs	\$ 520	\$ 1,248	\$ 1,000	\$ (248)	\$ 1,000	\$ -	Includes PM Agreement
69	Amenity Facility Janitorial Supplies	\$ -	\$ 3,000	\$ 5,000	\$ 2,000	\$ 6,500	\$ 1,500	Proposed To Include Estimated Amount for Expanded Amenities
70	Security Camera System Maintenance & Repairs	\$ -	\$ 1,350	\$ 3,000	\$ 1,650	\$ 3,000	\$ -	Includes Monthly Cloud Fees & Access Cards Also.
71	Cable Television, Internet, Phone	\$ 1,906	\$ 3,931	\$ 4,000	\$ 69	\$ 4,000	\$ -	Estimated to Include Expanded Amenities
72	Pressure Washing	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 15,000	\$ 7,000	Proposed to Include Common Area Sidewalks - Estimate Only





**Cross Creek North Community Development District**  
**Debt Service**  
**Fiscal Year 2023/2024**

Chart of Accounts Classification	Series 2018	Series 2022	Budget for 2023/2024
<b>REVENUES</b>			
Special Assessments			
Net Special Assessments <sup>(1)</sup>	\$543,502.04	\$903,425.00	\$1,446,927.04
<b>TOTAL REVENUES</b>	<b>\$543,502.04</b>	<b>\$903,425.00</b>	<b>\$1,446,927.04</b>
<b>EXPENDITURES</b>			
<b>Administrative</b>			
Financial & Administrative			
Debt Service Obligation	\$543,502.04	\$903,425.00	\$1,446,927.04
<b>Administrative Subtotal</b>	<b>\$543,502.04</b>	<b>\$903,425.00</b>	<b>\$1,446,927.04</b>
<b>TOTAL EXPENDITURES</b>	<b>\$543,502.04</b>	<b>\$903,425.00</b>	<b>\$1,446,927.04</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Clay County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

**Gross assessments**

**\$1,538,792.43**

**Notes:**

Tax Roll Collection Costs for clay County are 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less any Prepayments Received

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

2023/2024 O&M Budget		\$1,124,528.00
Collection Costs	2%	\$23,926.13
Early Payment Discounts	4%	\$47,852.26
2023/2024 Total		<u>\$1,196,306.38</u>

2022/2023 O&M Budget	\$744,765.00
2023/2024 O&M Budget	\$1,124,528.00
Total Difference	<u>\$379,763.00</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
<b>PLATTED</b>				
Series 2018 Debt Service - Single Family 40'	\$1,398.79	\$1,398.79	\$0.00	0.00%
Operations/Maintenance	\$796.89	\$1,165.43	\$368.54	46.25%
<b>Total</b>	<b>\$2,195.68</b>	<b>\$2,564.22</b>	<b>\$368.54</b>	<b>16.78%</b>
Series 2018 Debt Service - Single Family 50'	\$1,398.79	\$1,398.79	\$0.00	0.00%
Operations/Maintenance	\$796.89	\$1,165.43	\$368.54	46.25%
<b>Total</b>	<b>\$2,195.68</b>	<b>\$2,564.22</b>	<b>\$368.54</b>	<b>16.78%</b>
Series 2018 Debt Service - Single Family 60'	\$1,398.79	\$1,398.79	\$0.00	0.00%
Operations/Maintenance	\$796.89	\$1,165.43	\$368.54	46.25%
<b>Total</b>	<b>\$2,195.68</b>	<b>\$2,564.22</b>	<b>\$368.54</b>	<b>16.78%</b>
Series 2018 Debt Service - Single Family 70'	\$1,398.79	\$1,398.79	\$0.00	0.00%
Operations/Maintenance	\$796.89	\$1,165.43	\$368.54	46.25%
<b>Total</b>	<b>\$2,195.68</b>	<b>\$2,564.22</b>	<b>\$368.54</b>	<b>16.78%</b>

**FUTURE LOTS**

<b>PLATTED</b>				
Series 2022 Debt Service - Single Family 40'	\$1,799.79	\$1,799.79	\$0.00	0.00%
Operations/Maintenance - Single Family 40'	\$796.89	\$1,165.43	\$368.54	46.25%
<b>Total</b>	<b>\$2,596.68</b>	<b>\$2,965.22</b>	<b>\$368.54</b>	<b>14.19%</b>
Series 2022 Debt Service - Single Family 50'	\$1,799.79	\$1,799.79	\$0.00	0.00%
Operations/Maintenance - Single Family 50'	\$796.89	\$1,165.43	\$368.54	46.25%

<b>Total</b>	<b>\$2,596.68</b>	<b>\$2,965.22</b>	<b>\$368.54</b>	<b>14.19%</b>
<b>Series 2022 Debt Service - Single Family 60'</b>	\$1,799.79	\$1,799.79	\$0.00	0.00%
<b>Operations/Maintenance - Single Family 60'</b>	\$796.89	\$1,165.43	\$368.54	46.25%
<b>Total</b>	<b>\$2,596.68</b>	<b>\$2,965.22</b>	<b>\$368.54</b>	<b>14.19%</b>
<b>Operations/Maintenance - Single Family 40' <sup>(1)</sup></b>	\$102.74	\$1,165.43	\$1,062.69	1034.35%
<b>Total</b>	<b>\$102.74</b>	<b>\$1,165.43</b>	<b>\$1,062.69</b>	<b>1034.35%</b>
<b>Operations/Maintenance - Single Family 50' <sup>(1)</sup></b>	\$102.74	\$1,165.43	\$1,062.69	1034.35%
<b>Total</b>	<b>\$102.74</b>	<b>\$1,165.43</b>	<b>\$1,062.69</b>	<b>1034.35%</b>
<b>UNPLATTED</b>				
<b>Operations/Maintenance - Single Family 40'</b>	\$102.74	\$106.46	\$3.72	3.62%
<b>Total</b>	<b>\$102.74</b>	<b>\$106.46</b>	<b>\$3.72</b>	<b>3.62%</b>
<b>Operations/Maintenance - Single Family 50'</b>	\$102.74	\$106.46	\$3.72	3.62%
<b>Total</b>	<b>\$102.74</b>	<b>\$106.46</b>	<b>\$3.72</b>	<b>3.62%</b>

(1) Newly platted lots will be assessed the field portion of the budget beginning Fiscal year 2023-2024.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O&M ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$1,124,628.00
COLLECTION COSTS @	2%	\$23,926.13
EARLY PAYMENT DISCOUNT @	4%	\$47,852.26
<b>TOTAL O&amp;M ASSESSMENT</b>		<b>\$1,196,306.38</b>

TOTAL ADMINISTRATIVE BUDGET		\$130,096.00	TOTAL FIELD BUDGET		\$994,432.00
COLLECTION COSTS @	2%	\$2,768.00	COLLECTION COSTS @	2%	\$21,158.13
EARLY PAYMENT DISCOUNT @	4%	\$5,536.00	EARLY PAYMENT DISCOUNT @	4%	\$0.00
<b>TOTAL O&amp;M ASSESSMENT</b>		<b>\$138,400.00</b>	<b>TOTAL O&amp;M ASSESSMENT</b>		<b>\$1,057,906.38</b>

LOT SIZE	UNITS ASSESSED			ALLOCATION OF ADMIN O&M ASSESSMENT					ALLOCATION OF FIELD O&M ASSESSMENT					PER LOT ANNUAL ASSESSMENT			
	O&M	SERIES 2018 DEBT SERVICE <sup>(1)</sup>	SERIES 2022 DEBT SERVICE <sup>(1)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL ADMIN BUDGET	PER UNIT ADMIN	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL FIELD BUDGET	PER UNIT FIELD	O&M	SERIES 2018 DEBT SERVICE <sup>(2)</sup>	SERIES 2022 DEBT SERVICE <sup>(2)</sup>	TOTAL <sup>(3)</sup>
<b>Platted</b>																	
Single Family 40'	98	98	0	1.00	98.00	7.54%	\$10,433.23	\$106.46	1.00	98.00	9.81%	\$103,778.60	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$2,564.22
Single Family 50'	197	196	0	1.00	197.00	15.15%	\$20,972.92	\$106.46	1.00	197.00	19.72%	\$208,616.17	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$2,564.22
Single Family 60'	15	14	0	1.00	15.00	1.15%	\$1,596.92	\$106.46	1.00	15.00	1.50%	\$15,884.48	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$2,564.22
Single Family 70'	105	105	0	1.00	105.00	8.08%	\$11,178.46	\$106.46	1.00	105.00	10.51%	\$111,191.36	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$2,564.22
<b>FUTURE LOTS</b>																	
<b>Platted</b>																	
Single Family 40'	215	0	215	1.00	215.00	16.54%	\$22,889.23	\$106.46	1.00	215.00	21.52%	\$227,677.55	\$1,058.97	\$1,165.43	\$0.00	\$1,799.79	\$2,965.22
Single Family 50'	231	0	231	1.00	231.00	17.77%	\$24,592.62	\$106.46	1.00	231.00	23.12%	\$244,621.00	\$1,058.97	\$1,165.43	\$0.00	\$1,799.79	\$2,965.22
Single Family 60'	88	0	88	1.00	88.00	6.77%	\$9,368.62	\$106.46	1.00	88.00	8.81%	\$93,188.95	\$1,058.97	\$1,165.43	\$0.00	\$1,799.79	\$2,965.22
Single Family 40'	22	0	0	1.00	22.00	1.69%	\$2,342.15	\$106.46	1.00	22.00	2.20%	\$23,297.24	\$1,058.97	\$1,165.43	\$0.00	\$0.00	\$1,165.43
Single Family 50'	28	0	0	1.00	28.00	2.15%	\$2,980.92	\$106.46	1.00	28.00	2.80%	\$29,651.03	\$1,058.97	\$1,165.43	\$0.00	\$0.00	\$1,165.43
<b>Unplatted</b>																	
Single Family 40'	127	0	0	1.00	127.00	9.77%	\$13,520.62	\$106.46	0.00	0.00	0.00%	\$0.00	\$0.00	\$106.46	\$0.00	\$0.00	\$106.46
Single Family 50'	174	0	0	1.00	174.00	13.38%	\$18,524.31	\$106.46	0.00	0.00	0.00%	\$0.00	\$0.00	\$106.46	\$0.00	\$0.00	\$106.46
<b>Total Community</b>	<b>1300</b>	<b>413</b>	<b>534</b>		<b>1300.00</b>	<b>100.00%</b>	<b>\$138,400.00</b>			<b>999.00</b>	<b>100.00%</b>	<b>\$1,057,906.38</b>					

LESS: Clay County Collection Costs (2%) and Early Payment Discounts (4%):

(\$8,304.00)

(\$63,474.38)

Net Revenue to be Collected:

\$130,096.00

\$994,432.00

<sup>(1)</sup> Reflects the number of total lots with Series 2018 and Series 2022 debt outstanding.

<sup>(2)</sup> Annual debt service assessment per lot adopted in connection with the Series 2018 and Series 2022 bond issue. Annual assessment includes principal, interest, Clay County collection costs and early payment discounts.

<sup>(3)</sup> Annual assessment that will appear on November 2023 Clay County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.



## EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

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

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.



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**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

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

## EXPENDITURES - FIELD OPERATIONS:

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.



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**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.



**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### EXPENDITURES – ADMINISTRATIVE:

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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