



Rizzetta & Company

Cross Creek North Community Development District

**Board of Supervisors' Meeting
August 8, 2023**

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

www.crosscreeknorthcdd.org

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

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

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

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

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

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

1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors
Cross Creek North Community
Development District

August 1, 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 **August 8, 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 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 July 26, 2023 Tab 1
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Manager/Field Operations Manager Reports Tab 2
 1. Discussion Regarding Holiday Lighting
 2. Charles Aquatics Service Report
 - D. Landscape Report Tab 3
 - E. District Manager
 1. Review of Easement Variance Request for Fence
5. **BUSINESS ITEMS**
 - A. Consideration of Turner Pest Control Price Increase Tab 4
 - B. Consideration of Greenpoint Proposal for Seeding Tab 5
 - C. Public Hearing on FY 2023-2024 Budget
 1. Consideration of Resolution 2023-14; Adopting FY 2023-2024 Budget Tab 6
 - D. Public Hearing on Special Assessments
 1. Consideration of Resolution 2023-15; Imposing Special Assessments Tab 7
 - E. Consideration of Direct Collect Agreement Tab 8
 - F. Consideration of Proposal for Weekly Amenity Trash Removal Tab 9
 - G. Consideration of Proposal to Resurface Splash Pad Tab 10
 - H. Consideration of Acquisition or Assignment of Construction Contracts (under separate cover)
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 **special** meeting of the Board of Supervisors of Cross Creek North Community Development District was held on **July 26, 2023 at 1:00 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043.

Present and constituting a quorum:

Robert Porter	Board Supervisor, Chairman
Mark Dearing	Board Supervisor, Vice Chairman
James Teagle	Board Supervisor, Assistant Secretary
Anthony Sharp	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Kayla Connell	Manager District Financial Services, Rizzetta & Company <i>(via speakerphone)</i>
Katie Buchanan	District Counsel, Kutak Rock
Kyle Magee	District Counsel, Kutak Rock
Mike Peters	Greenpoint Landscape <i>(via speakerphone)</i>
Dan Fagen	Director of Amenity Operations, Vesta Property Services
David Anderson	Field Operations Manager, Vesta Property Services
Mark Insel	Director of Amenity Services, Vesta Property Services
Brad Weeber	England-Thims & Miller, Inc. <i>(via speakerphone)</i>

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter opened the Board of Supervisors' meeting at 1:00 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were audience comments on budget, contracts, landscape concerns, number of units at completion.

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THIRD ORDER OF BUSINESS

**Consideration of the Minutes of Meeting
from the Regular Board Meeting held on
June 13, 2023**

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 June 13, 2023, for the Cross Creek North Community Development District.

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FOURTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for
May and June 2023**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified the Operation and Maintenance Expenditures for May 2023, in the amount of \$41,880.28, and June 2023, in the amount of \$48,102.19, for Cross Creek North Community Development District.

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FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-12;
Redesignating Secretary**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted resolution 2023-12; Redesignating Secretary, for Cross Creek North Community Development District.

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SIXTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Ms. Buchanan noted that the bond related items in the agenda today relate to the phases in development right now and will not apply to residents already living there.
- B. District Engineer
There was no report.
- C. Amenity Manager & Field Operations Manager Reports
There was no report but Mr. Insel was available to answer questions.
- D. Landscape Manager Report
Mr. Peters updated the Board that he had provided a proposal for seeding and a map that reflects their weekly landscape schedule by section. Ms. Gallagher noted that since the proposal was received yesterday and not on the agenda, she will be including it for consideration by the Board at the August 8th meeting.

The Chairman requested that Greenpoint attend the meetings in person.

- 81 E. District Manager
- 82 Ms. Gallagher reviewed that the next regular meeting is scheduled for August 8th at
- 83 3:30pm. She also note that the Public Hearings on the budget and assessments
- 84 will take place at this time.
- 85 She updated the Board that she and Mr. Anderson, the Field Operations Manager
- 86 from Vesta met with Greenpoint on June 22nd to review concerns raised at the last
- 87 meeting. They had requested the schedule map and a seed proposal during that
- 88 site meeting.

90 **SEVENTH ORDER OF BUSINESS**

**Public Hearing to Consider the Adoption
of an Assessment Roll and in Imposition
of Special Assessments Relating to the
Financing and Securing of Certain Public
Improvements**

96 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board opened
97 the Public Hearing to Consider the Adoption of an Assessment Roll and in Imposition of
98 Special Assessments Relating to the Financing and Securing of Certain Public
99 Improvements , for Cross Creek North Community Development District.

- 100 1. Presentation of Supplemental Engineer's Report
- 101 It was noted that the report was revised on July 13, 2023 to include the
- 102 additional amenity expansion.
- 103 2. Presentation of Supplemental Assessment Report
- 104 Mr. Porter reviewed the Supplemental Assessment Report dated June 13,
- 105 2023.
- 106 3. Consideration of Resolution 2023-13; Equalizing, Approving, Confirming,
- 107 and Levying Debt Assessments
- 108 Mr. Porter reviewed resolution 2023-13.

109 There were no public comments on agenda items 5A1,2 and 3.

110 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board closed
111 the Public Hearing to Consider the Adoption of an Assessment Roll and in Imposition of
112 Special Assessments Relating to the Financing and Securing of Certain Public
113 Improvements , and adopted Resolution 2023-13; Equalizing, Approving, Confirming,
114 and Levying Debt Assessments for Cross Creek North Community Development District.

115 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-14; Setting
Forth Specific Terms of Special Assessment
Bonds, Series 2023**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2023-14; Setting Forth Specific Terms of Special Assessment Bonds, Series 2023, for the Cross Creek North Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Ancillary Financing Documents

Mr. Porter reviewed the Ancillary Financing Documents.

1. Declaration of Consent
2. Collateral Assignment
3. Completion Agreement
4. True-Up Agreement

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Declaration of Consent, Collateral Assignment, Completion Agreement and True-Up Agreement, for Cross Creek North Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2023-15; Amending the Fiscal Year 2023-2024 Proposed Budget

Ms. Gallagher reviewed that since the proposed budget had been approved in April, there had been additional property noted as platted and the amended budget reflects that. Mr. Porter explained that unplatted property is assessed the administrative portion of the operation and maintenance budget and the additional platted lots resulted in more funds being available to increase the budget and not increase assessments beyond what was approved with the proposed budget in April.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2023-15; Amending Fiscal Year 2023-2024 Proposed Budget, for Cross Creek North Community Development District.

ELEVENTH ORDER OF BUSINES

Supervisor Requests and Audience Comments

Supervisor Requests:

No supervisor comments.

Audience Comments:

Audience comments were heard on the following:

- RV/Boat Storage – Mr. Teagle updated that this was approximately 60 days out from

- 151 completion and there was a waiting list that you could place your name on.
- 152 - Amenity room rental revenue
- 153 - Lap pool and swim teams
- 154 - Mailbox kiosk at Morning Glen and parking area being added
- 155 - The condition of the trees and mulch build up
- 156 - Ponds not being mowed
- 157 - Curbing not repaired
- 158 - A request was made for a message board at the second entrance, the Board approved.
- 159 - Pond concerns and carp inquiries
- 160 - Gym equipment
- 161 - Splash pad repairs

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163 **TWELFTH ORDER OF BUSINESS**

Adjournment

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adjourned meeting at 1:53 p.m. for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

Cross Creek N CDD

Managers Report

Date of meeting: **8.8.2023**

Submitted by: **Mark Insel**

POOL AND FACILITY:

- We have had an extreme number of new residents requesting access cards. We have gone through over 150 cards since the last meeting. We have a steady flow of residents coming into the office every day.
- We posted new pool and splash pad rule signs per the Health Department.
- Facility, entrance monuments, and sidewalk pressure washing were completed.
- We are working with Elite towing which is closer than ASAP and are working through the agreement.
- The pool has been heavily used in the afternoons and weekends. We purchased an A Frame sign posting when pool closes each day and some other rules.
- We have made progress with approved jobs and upcoming tasks. David has been busy with many small tasks and is tackling the larger jobs. Raymond is assisting when onsite.
- Safety checks on the Playground, Volleyball Court, and Property are completed daily.
- We installed a gate closure as the front gate would stay or blow open with wind, it is working perfect
- QR Codes are placed in the Bulletin Board and Playground, which residents have been using to survey each area.
- Workers are on site each day doing work on the pool, RV lot, and new buildings.
- The air coil failed in the Clubhouse/Office and was replaced under warranty.
- Touch-up painting has been done around the building where needed.
- We have had a decent amount of Clubhouse rentals this month.
- Monthly Food Trucks have had success and will continue.

GYM AND EQUIPMENT:

- We had a couple of cables on the multi-use machine replaced. Noticed wear during PM.
- All equipment has been checked; PM was completed last month. The janitorial crew has been cleaning the fitness center when onsite as well.
- The machines are in great shape and all working properly!
- The thermostats were reset so the heat/AC can come on a schedule now Temperature is perfect and is working great.
- The addition of the A Frame sign stating Fitness Center age requirements seems to help.

COMPLETED PROJECTS / No Board action required:

- Irrigation issues were handled out in front of building and new facility, should be good for opening.
- New monument water feature pumps have had work done and will need more in the future.
- Will be having a fence installed to shield the pump system.
- Pressure washing complete. Curbs, sidewalks, buildings, monuments, playground, tables and chairs.
- There have been many residents who have given us positive feedback regarding the overall appearance of the Facility. They love seeing staff on-site more often.
- Routine maintenance and janitorial continue throughout the facility.

- Checks on the playground for safety and functionality.
- We continue to ride the community monitoring signs, drains, road conditions, etc. David is finding a lot of trash, perhaps due to construction sites.
- We had some more street signs replaced/repaired.

POND AND LAKE MANAGEMENT:

- The technician has been onsite monthly. His report had no major issues and treatments were focused basically on shoreline growth. They fill us in on which have algae, grass and weed issues, low water levels, and the ponds seeing the most trash. Our Tech is very attentive and always doing a great job.
- Low water levels have been reported on some ponds.
- Will always inquire about the need for carp or tilapia if suggested for the future and requirements.

LANDSCAPE MANAGEMENT:

- The RV lot still has an excessive amount of weeds coming up. We will need the landscape crew to spray weekly and figure out what to do when the Boats and Vehicles remain parked for a long time. The weeds will grow underneath even without an abundance of sun.
- Hedge and bush trimming around the facility have been completed every other week.
- Weeded the beds at entrances and facility.
- David communicates many times a week with crew leaders, and they work together to handle any community needs.
- The Landscaping Management Tool, and weekly drive checklist are in place for reporting. Greenpoint's tasks are being completed daily. The crews are working the summer schedule. Picking up more trash around ponds. They are prioritizing work throughout the community and are keeping things maintained. The last report reflected rotations completed, blowing the property, and picking up trash. They mowed and line-trimmed all the lakes.

WHAT TO EXPECT IN THE UPCOMING MONTHS:

- Staff hours need to be increased by month send to manage the growth and needs of the community.
- Holiday Lighting proposals will be coming in as soon as the vendors can get them done.
- Searching to have a new reader board installed near the new entrance.
- Will continue sending Policy Highlight reminders and updates.
- Informal meet and greet Q&A sessions with residents.
- Continued diligence on a clean facility, pool, and grounds.
- Continued oversight on landscaping and irrigation.
- Continuing to knock out items on punch list of projects both small and large not needing Board approval.

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

Mark Insel 904-408-7716





6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: July 25, 2023

Biologist: Justin Powers

Client: Cross Creek

Contact: Leslie Gallagher

Waterways: 25 ponds

Pond 1: No algae or new growth noted.



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



Pond 3: Treated for perimeter weeds. Picked up minor trash.



Pond 4: No invasive species noted. Treated perimeter weeds, Picked up minor trash.



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



Pond 6: Treated perimeter weeds. Water level was still low.



Pond 7: Pond in good condition.



Pond 8: No algae noticed, pond level is low. There is evidence of the grass carp pulling up the spike rush throughout the pond. Previous treatment appears to be effective, Treated emergent weeds.



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



Pond 10: Previous treatment was effective.



Pond 11: Previous treatment was effective.



Pond 12: Previous treatment was effective.



Pond 13: Hydrilla is dying. Previous treatment effective. No algae noticed.



Pond 14: Water level low, no algae noticed. Previous treatment was effective.



Pond 15: Treated perimeter weeds.



Pond 16: No invasive species.



Pond 17: Pond in good condition.



Pond 18: Pond in good condition.



Pond 19: No new growth noted. Picked up trash.



Pond 20: No algae or invasive species noted.



Pond 21: Pond in good condition, no algae nor invasive species noticed.



Pond 22: Pond in good condition, no algae nor invasive species noticed.



Pond 23: Pond in good condition, no algae nor invasive species noticed.



Pond 24: Pond in good condition, no algae nor invasive species noticed.



Pond 25: Pond in good condition, no algae nor invasive species noticed.



Cross Creek North CDD

On contract as of 4/1/23

Coastal Inspection Services, Inc

Legend



Tab 3

Cross Creek Landscape Quality Audit

Over the last quarter we have been on a weekly schedule of providing around 300 man hours a week. Greenpoint has submitted a maintenance map so the management company knows where we are working on any given day should an issue arise. We have also submitted a bid to seed the open field across the street from the Amenity Center to the South East. This bid is to install the seed only and we cannot be held liable for watering of this area to ensure that the seed takes. Staff has been applying Pre-emergent chemicals and glyphosate herbicide as well as hand pulling of weeds to keep the weed pressure in all common area beds to a minimum. We have had 2 irrigation issues over the past few months that were a more than just replacing a head etc. We had to fix a broken mainline and replace a valve so that the irrigation is getting proper coverage to all plants and sod. We will continue to maintain the common areas that are under contract and will cut the lakes bi-weekly and if they are too wet due to weather we will cut them the next available day that will allow service without damaging the pond banks. We are experiencing very hot days with consistent rain. This causes the grass to grow at an accelerated rate especially at the lakes banks and the open fields in the common areas.



IRRIGATION INSPECTION SHEET

PROPERTY NAME: Cross Creek Main Entrance DATE: 5/9/23
 CLOCK LOCATION: Outside # OF ZONES: 6
 DAYS WATERING: S M T W T F S START TIME: 11:00 pm FINISH TIME: 3:30 am

ZONE NUMBER	1	2	3	4	5	6											
TYPE OF HEAD	D	D	D	D	D	D											
MINUTES WATERING	30	30	30	1:00	1:00	1:00											
BROKEN HEAD																	
BROKEN NOZZLE																	
REPLACE NOZZLE																	
BROKEN PIPE	✓	✓		✓													
RAISE HEAD																	
LOWER HEAD																	
CLOGGED HEAD				✓													
ADJUST HEAD																	
STRAIGHTEN HEAD																	
ADD HEAD																	
CAP HEAD																	
RELOCATE HEAD																	
REPLACE 4" WITH 6"																	
REPLACE 6" WITH 12"																	
VALVE INOPERABLE						✓											
GOOD ZONE				✓	✓	✓											

RAIN SENSOR: _____
 PUMP: _____

COMMENTS: Sliced drip line front entrance
Broke 2" valve front of model house



IRRIGATION INSPECTION SHEET

PROPERTY NAME: Cross Creek Amenity Center DATE: 5/8/23
 CLOCK LOCATION: Outside # OF ZONES: 11
 DAYS WATERING: S - M - T - W - T - F - S START TIME: 12:00 am FINISH TIME: 5:30am

ZONE NUMBER	1	2	3	4	5	6	7	8	9	10	11								
TYPE OF HEAD	30	30	30	30	30	30	30	30	30	30	30								
MINUTES WATERING																			
BROKEN HEAD																			
BROKEN NOZZLE																			
REPLACE NOZZLE																			
BROKEN PIPE																			
RAISE HEAD																			
LOWER HEAD																			
CLOGGED HEAD																			
ADJUST HEAD																			
STRAIGHTEN HEAD																			
ADD HEAD																			
CAP HEAD																			
RELOCATE HEAD																			
REPLACE 4" WITH 6"																			
REPLACE 6" WITH 12"																			
VALVE INOPERABLE																			
GOOD ZONE																			

RAIN SENSOR: _____
 PUMP: _____

COMMENTS: Unable to check because of construction work



IRRIGATION INSPECTION SHEET

PROPERTY NAME: Cross Creek Main Entrance DATE: 6/5/23
 CLOCK LOCATION: Outside # OF ZONES: 6
 DAYS WATERING: S - ~~M~~ - T - ~~W~~ - T - ~~F~~ - S START TIME: 11:00 pm FINISH TIME: 3:30 am

ZONE NUMBER	1	2	3	4	5	6												
TYPE OF HEAD	P	P	P	D	D	D												
MINUTES WATERING	30	30	30	30	30	30												
BROKEN HEAD																		
BROKEN NOZZLE																		
REPLACE NOZZLE																		
BROKEN PIPE					✓	✓												
RAISE HEAD																		
LOWER HEAD																		
CLOGGED HEAD			✓															
ADJUST HEAD																		
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CAP HEAD																		
RELOCATE HEAD																		
REPLACE 4" WITH 6"																		
REPLACE 6" WITH 12"																		
VALVE INOPERABLE																		
GOOD ZONE	✓	✓		✓														

RAIN SENSOR: _____
 PUMP: _____

COMMENTS: Broken main line in front of Amenity
center



IRRIGATION INSPECTION SHEET

PROPERTY NAME: Cross Creek Amenity Center DATE: 6/5/23
 CLOCK LOCATION: Outside # OF ZONES: _____
 DAYS WATERING: S - ~~M~~ - T - ~~W~~ - T - ~~F~~ - S START TIME: 12:00 am FINISH TIME: 5:30 am

ZONE NUMBER	1	2	3	4	5	6	7	8	9	10	11							
TYPE OF HEAD	30	30	30	30	30	30	30	30	30	30	30							
MINUTES WATERING																		
BROKEN HEAD																		
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REPLACE 6" WITH 12"																		
VALVE INOPERABLE																		
GOOD ZONE																		

RAIN SENSOR: _____
 PUMP: _____

COMMENTS: Unable to check due to construction



IRRIGATION INSPECTION SHEET

PROPERTY NAME: Cross Creek DATE: 7/10/23
 CLOCK LOCATION: Outside # OF ZONES: 11
 DAYS WATERING: S - M - T - W - T - F - S START TIME: 12:00 am FINISH TIME: 5:30 am

ZONE NUMBER	1	2	3	4	5	6	7	8	9	10	11								
TYPE OF HEAD																			
MINUTES WATERING	30	30	30	30	30	30	30	30	30	30	30								
BROKEN HEAD																			
BROKEN NOZZLE																			
REPLACE NOZZLE																			
BROKEN PIPE																			
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REPLACE 4" WITH 6"																			
REPLACE 6" WITH 12"																			
VALVE INOPERABLE																			
GOOD ZONE																			

RAIN SENSOR: _____
 PUMP: _____

COMMENTS: Unable to check irrigation due to construction

Tab 4



FILED
JUL 17 2023

July 10, 2023

Cross Creek North CDD
3434 Colwell Ave, Suite 200
Tampa, FL 33614-8390

RE: January 2024 Price Increase Notification

Service Location(s): 406988: 2895 Big Oak Dr, Green Cove Springs, FL 32043-8621

Dear Valued Client,

While we strive to manage costs wherever possible and shield our clients from price adjustments as often as we can, we find it necessary to raise our prices in 2024 due to increasing labor costs, materials costs and other inflationary pressures. As a result, and in order to continue providing the highest-quality service in the market, we will be implementing a price increase for your commercial contract(s) as of January 1, 2024. This is an advanced notice for the upcoming budgeting season to allow you as much time to plan as possible. The below Location Account Number(s) and Service(s) will be increased to:

406988: Pest Control Service: \$130.86

You have my personal assurance that this will allow us to continue delivering unsurpassed service, top-of-the-line products and equipment, the latest technological advancements, and keeping the best trained technicians to industry standards.

If you have any questions or concerns, please do not hesitate to contact me at (904) 493-3925. I, and the entire Turner Pest Control team, look forward to many more years of working with you to support the success of your business.

Best regards,

Cheri Michaels
President
Turner Pest Control

Tab 5

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			
			Total	\$3,925.00

Tab 6

RESOLUTION 2023-14

THE ANNUAL APPROPRIATION RESOLUTION OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“Board”) of the Cross Creek North Community Development District (“District”) proposed budget(s) (“Proposed Budget”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“Fiscal Year 2023/2024”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Cross Creek North Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND SERIES 2018	\$_____
DEBT SERVICE FUND SERIES 2022	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if

the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 8th DAY OF August, 2023.

ATTEST:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2023/2024 Budget

Exhibit A

Fiscal Year 2023-2024 Proposed Budget



Rizzetta & Company

Cross Creek North Community Development District

www.crosscreeknorthcdd.org

Approved 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 06/30/23	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	REVENUES							
3	Special Assessments							
4	Tax Roll*	\$ 651,648	\$ 651,648	\$ 650,192	\$ 1,456	\$ 1,218,204	\$ 568,012	To be Updated Prior To Public Hearing
5	Off Roll*	\$ 94,573	\$ 94,573	\$ 94,573	\$ -	\$ 18,814	\$ (75,759)	To be Updated Prior To Public Hearing
6	RV/Boat Storage	\$ -	\$ -	\$ -	\$ -	\$ 79,440	\$ 79,440	Opening of RV/Boat Storage Facility. Offset by expenses on line 77
7	TOTAL REVENUES	\$ 746,221	\$ 746,221	\$ 744,765	\$ 1,456	\$ 1,316,458	\$ 571,693	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	TOTAL REVENUES AND BALANCE FORWARD	\$ 746,221	\$ 746,221	\$ 744,765	\$ 1,456	\$ 1,316,458	\$ 571,693	
12								
13	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
14								
15	EXPENDITURES - ADMINISTRATIVE							
16								
17	Legislative							
18	Supervisor Fees	\$ 3,200	\$ 6,200	\$ 6,000	\$ (200)	\$ 6,000	\$ -	Based on Six Meeting Schedule
19	Financial & Administrative							
20	Administrative Services	\$ 3,723	\$ 4,964	\$ 4,964	\$ -	\$ 5,212	\$ 248	
21	District Management	\$ 16,630	\$ 22,173	\$ 22,173	\$ -	\$ 23,282	\$ 1,109	
22	District Engineer	\$ 1,089	\$ 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	\$ 6,061	\$ 6,061	\$ 5,000	\$ (1,061)	\$ 6,023	\$ 1,023	
25	Assessment Roll	\$ 5,516	\$ 5,516	\$ 5,516	\$ -	\$ 5,791	\$ 275	
26	Financial & Revenue Collections	\$ 2,978	\$ 3,971	\$ 3,971	\$ -	\$ 4,170	\$ 199	

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

	Chart of Accounts Classification	Actual YTD through 06/30/23	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
27	Accounting Services	\$ 17,892	\$ 19,856	\$ 19,856	\$ -	\$ 20,849	\$ 993	
28	Auditing Services	\$ 1,500	\$ 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	\$ 900	\$ 900	\$ 900	\$ -	\$ 900	\$ -	
30	Public Officials Liability Insurance	\$ 2,733	\$ 2,733	\$ 3,050	\$ 317	\$ 3,006	\$ (44)	Based on Updated Estimate
31	Legal Advertising	\$ 1,821	\$ 2,928	\$ 3,500	\$ 572	\$ 3,000	\$ (500)	
32	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
33	Miscellaneous Fees	\$ 151	\$ 1,196	\$ 1,000	\$ (196)	\$ 750	\$ (250)	Printed Agendas & Mailed Notice
34	Website Hosting, Maintenance, Backup	\$ 2,053	\$ 2,738	\$ 3,738	\$ 1,000	\$ 2,738	\$ (1,000)	
35	Legal Counsel							
36	District Counsel	\$ 10,334	\$ 13,779	\$ 20,000	\$ 6,221	\$ 20,000	\$ -	
37								
38	Administrative Subtotal	\$ 82,756	\$ 113,590	\$ 125,543	\$ 11,953	\$ 130,096	\$ 4,553	
39								
40	EXPENDITURES - FIELD							
41								
42	Electric Utility Services							
43	Utility Services /Recreational Facility /Entry	\$ 31,371	\$ 48,108	\$ 50,000	\$ 1,892	\$ 55,644	\$ 5,644	Proposed Estimating Expanded Amenity Facilities
44	Garbage/Solid Waste Control Services							
45	Garbage - Recreation Facility	\$ 1,195	\$ 2,300	\$ 3,500	\$ 1,200	\$ 3,600	\$ 100	Proposed to Include Estimate for Larger Dumpster or Second Dumpster to Accommodate Second Amenity Facility. Presenting Proposal to Increase Pick Up Frequency as well.
46	Water-Sewer Combination Services							
47	Utility Services	\$ 21,687	\$ 33,916	\$ 55,000	\$ 21,084	\$ 57,403	\$ 2,403	Projected to Include 31 Current Meters and Expanded Amenity Facility Prior to End Of FY 22/23. FY 23/24 Proposed to To Include Estimated Amount for Additional Amenity Facility and Additional Irrigation Meters.
48	Stormwater Control							

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

	Chart of Accounts Classification	Actual YTD through 06/30/23	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
49	Aquatic Maintenance	\$ 19,605	\$ 27,690	\$ 35,000	\$ 7,310	\$ 32,340	\$ (2,660)	Based on 25 Ponds and Agreement with Current Vendor
50	Fountain Service Repairs & Maintenance	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -	Two Pond Fountains. PM Agreement
51	Miscellaneous Expense	\$ -	\$ 1,530	\$ 2,000	\$ 470	\$ 2,500	\$ 500	Barriers/Carp? Barriers for 10 ponds approved June 2023
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 by end of FY 22/23 as well as Potential Estimated Increase from Carrier
54	Entry & Walls Maintenance	\$ -	\$ 5,000	\$ 6,250	\$ 1,250	\$ 6,250	\$ -	Two Entry Monuments
55	Landscape & Irrigation Maintenance Contract	\$ 124,381	\$ 175,728	\$ 155,500	\$ (20,228)	\$ 225,000	\$ 69,500	Proposed to Include Estimated Amounts for Additional Phases FY 23/24.
56	Irrigation Repairs	\$ -	\$ 2,500	\$ 8,000	\$ 5,500	\$ 8,000	\$ -	
57	Landscape Replacement Plants, Shrubs, Trees	\$ 464	\$ 7,139	\$ 10,000	\$ 2,861	\$ 10,000	\$ -	
58	Road & Street Facilities							
59	Street Light Maintenance - Decorative Lights	\$ 1,100	\$ 1,100	\$ 1,500	\$ 400	\$ 1,500	\$ -	Estimated to Include Expanded Parking Areas
60	Road, Sidewalk Repair & Maintenance	\$ 1,210	\$ 2,310	\$ 1,500	\$ (810)	\$ 1,500	\$ -	Roundabout Striping & Street Sign Repairs FY 22/23
61	Parking Lot Repair & Maintenance		\$ -	\$ 500	\$ 500	\$ 500	\$ -	
62	Parks & Recreation							
63	Amenity Management Contract	\$ 56,527	\$ 107,341	\$ 130,000	\$ 22,659	\$ 393,660	\$ 263,660	Projected and Proposed to Include Estimated Amount Provided By Vesta to Include Expanded Amenity Facilities
64	Amenity Maintenance & Repair	\$ 757	\$ 10,709	\$ 15,000	\$ 4,291	\$ 15,000	\$ -	Projected included amenity gate repairs, splash pad and tile repairs, A/C repair. Proposed to possibly include splash pad resurfacing

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

	Chart of Accounts Classification	Actual YTD through 06/30/23	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
65	Amenity Facility Supplies	\$ 3,119	\$ 4,159	\$ 5,500	\$ 1,341	\$ 11,000	\$ 5,500	Proposed Estimated Amounts to Include Expanded Amenity Facility
66	Pool Permits	\$ 475	\$ 475	\$ 625	\$ 150	\$ 775	\$ 150	To Include 3 Permits (two pools and one activity pool)
67	Pool Chemicals & Repairs	\$ 8,367	\$ 14,145	\$ 20,000	\$ 5,855	\$ 26,280	\$ 6,280	Projected to Included Expanded Facility Coming Online Prior to End of FY 22/23. Proposed To Include Estimated Amount for 2 Pools and 1 Activity Pool
68	Fitness Equipment Maintenance & Repairs	\$ 730	\$ 973	\$ 1,000	\$ 27	\$ 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	\$ -	
71	Cable Television, Internet, Phone	\$ 3,201	\$ 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
73	Playground Equipment and Maintenance	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
74	Pest Control & Termite Bond	\$ 485	\$ 612	\$ 2,000	\$ 1,388	\$ 2,500	\$ 500	
75	Athletic/Park Court/Field Maintenance & Repairs	\$ -	\$ 7,500	\$ 2,500	\$ (5,000)	\$ 2,500	\$ -	Playground Mulch? Volleyball Sand?
76	Access Control Maintenance & Repair	\$ 1,346	\$ 2,400	\$ 3,500	\$ 1,100	\$ 3,500	\$ -	To Also Include Estimated Amount for Additional Amenities, Access Cards and Monthly Cloud Fees
77	RV/Boat Storage Facility Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 79,440	\$ 79,440	New Line FY 23/24 With Opening of RV Boat Storage Facility. Offset by Revenue on line 6

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

Chart of Accounts Classification	Series 2018	Series 2022	Series 2023	Budget for 2023/2024
REVENUES				
Special Assessments				
Net Special Assessments ⁽¹⁾	\$543,500.41	\$903,422.59	\$593,595.05	\$2,040,518.06
TOTAL REVENUES	\$543,500.41	\$903,422.59	\$593,595.05	\$2,040,518.06
EXPENDITURES				
Administrative				
Financial & Administrative				
Debt Service Obligation	\$543,500.41	\$903,422.59	\$593,595.05	\$2,040,518.06
Administrative Subtotal	\$543,500.41	\$903,422.59	\$593,595.05	\$2,040,518.06
TOTAL EXPENDITURES	\$543,500.41	\$903,422.59	\$593,595.05	\$2,040,518.06
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00

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

6.0%

Gross assessments

\$2,170,272.23

Notes:

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

⁽¹⁾ 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		\$1,237,018.00
Collection Costs	2%	\$26,319.53
Early Payment Discounts	4%	\$52,639.06
2023/2024 Total		<u>\$1,315,976.60</u>

2022/2023 O&M Budget	\$744,765.00
2023/2024 O&M Budget	\$1,237,018.00
 Total Difference	 <u>\$492,253.00</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
PLATTED				
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%
Total	\$2,195.68	\$2,564.22	\$368.54	16.78%
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%
Total	\$2,195.68	\$2,564.22	\$368.54	16.78%
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%
Total	\$2,195.68	\$2,564.22	\$368.54	16.78%
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%
Total	\$2,195.68	\$2,564.22	\$368.54	16.78%
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%
Total	\$2,596.68	\$2,965.22	\$368.54	14.19%
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%
Total	\$2,596.68	\$2,965.22	\$368.54	14.19%
Series 2022 Debt Service - Single Family 60'	\$1,799.79	\$1,799.79	\$0.00	0.00%
Operations/Maintenance - Single Family 60'	\$796.89	\$1,165.43	\$368.54	46.25%
Total	\$2,596.68	\$2,965.22	\$368.54	14.19%
Series 2023 Debt Service - Single Family 40'	\$0.00	\$1,799.10	\$1,799.10	(2)
Operations/Maintenance - Single Family 40' ⁽¹⁾	\$102.74	\$1,165.43	\$1,062.69	1034.35%
Total	\$102.74	\$2,964.53	\$2,861.79	2785.47%
Series 2023 Debt Service - Single Family 50'	\$0.00	\$1,799.10	\$1,799.10	(2)
Operations/Maintenance - Single Family 50' ⁽¹⁾	\$102.74	\$1,165.43	\$1,062.69	1034.35%
Total	\$102.74	\$1,165.43	\$1,062.69	1034.35%

UNPLATTED

Series 2023 Debt Service - Single Family 40'	\$0.00	\$1,799.10	\$1,799.10	(2)
Operations/Maintenance - Single Family 40'	\$102.74	\$106.46	\$3.72	3.62%
Total	\$102.74	\$106.46	\$3.72	3.62%

Series 2023 Debt Service - Single Family 50'	\$0.00	\$1,799.10	\$1,799.10	(2)
Operations/Maintenance - Single Family 50'	\$102.74	\$106.46	\$3.72	3.62%
Total	\$102.74	\$106.46	\$3.72	3.62%

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

⁽²⁾ The Series 2023 Bonds were issued August 1, 2023. The Series 2023 debt service assessments will be levied beginning Fiscal Year 2023-2024 through maturity.

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$1,237,018.00
COLLECTION COSTS @	2%	\$26,319.53
EARLY PAYMENT DISCOUNT @	4%	\$52,639.06
TOTAL O&M ASSESSMENT		\$1,157,976.60

TOTAL ADMINISTRATIVE BUDGET		\$130,096.00	TOTAL FIELD BUDGET	\$1,106,922.00	
COLLECTION COSTS @	2%	\$2,768.00	COLLECTION COSTS @	2%	\$23,551.53
EARLY PAYMENT DISCOUNT @	4%	\$5,536.00	EARLY PAYMENT DISCOUNT @	4%	\$47,103.06
TOTAL O&M ASSESSMENT		\$138,400.00	TOTAL O&M ASSESSMENT		\$1,177,876.60

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 ⁽¹⁾	SERIES 2022 DEBT SERVICE ⁽¹⁾	SERIES 2023 DEBT SERVICE ⁽¹⁾	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 ⁽²⁾	SERIES 2022 DEBT SERVICE ⁽²⁾	SERIES 2023 DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾
Platted																			
Single Family 40'	98	98	0	0	1.00	98.00	7.54%	\$10,433.23	\$106.46	1.00	98.00	8.81%	\$103,779.23	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$0.00	\$2,564.22
Single Family 50'	197	196	0	0	1.00	197.00	15.15%	\$20,972.92	\$106.46	1.00	197.00	17.72%	\$208,617.44	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$0.00	\$2,564.22
Single Family 60'	15	14	0	0	1.00	15.00	1.15%	\$1,596.92	\$106.46	1.00	15.00	1.35%	\$15,884.58	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$0.00	\$2,564.22
Single Family 70'	105	105	0	0	1.00	105.00	8.08%	\$11,178.46	\$106.46	1.00	105.00	9.44%	\$111,192.03	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$0.00	\$2,564.22
Single Family 40'	215	0	215	0	1.00	215.00	16.54%	\$22,889.23	\$106.46	1.00	215.00	19.33%	\$227,878.93	\$1,058.97	\$1,165.43	\$0.00	\$1,799.79	\$0.00	\$2,965.22
Single Family 50'	231	0	231	0	1.00	231.00	17.77%	\$24,592.62	\$106.46	1.00	231.00	20.77%	\$244,622.48	\$1,058.97	\$1,165.43	\$0.00	\$1,799.79	\$0.00	\$2,965.22
Single Family 60'	88	0	88	0	1.00	88.00	6.77%	\$9,368.62	\$106.46	1.00	88.00	7.91%	\$93,189.51	\$1,058.97	\$1,165.43	\$0.00	\$1,799.79	\$0.00	\$2,965.22
Single Family 40'	71	0	0	71	1.00	71.00	5.46%	\$7,558.77	\$106.46	1.00	71.00	6.38%	\$75,186.99	\$1,058.97	\$1,165.43	\$0.00	\$0.00	\$1,799.10	\$2,964.53
Single Family 50'	92	0	0	92	1.00	92.00	7.08%	\$9,794.46	\$106.46	1.00	92.00	8.27%	\$97,425.40	\$1,058.97	\$1,165.43	\$0.00	\$0.00	\$1,799.10	\$2,964.53
Unplatted																			
Single Family 40'	78	0	0	78	1.00	78.00	6.00%	\$8,304.00	\$106.46	0.00	0.00	0.00%	\$0.00	\$0.00	\$106.46	\$0.00	\$0.00	\$1,799.10	\$1,905.56
Single Family 50'	110	0	0	110	1.00	110.00	8.46%	\$11,710.77	\$106.46	0.00	0.00	0.00%	\$0.00	\$0.00	\$106.46	\$0.00	\$0.00	\$1,799.10	\$1,905.56
Total Community	1300	413	534	351		1300.00	100.00%	\$138,400.00			1112.00	100.00%	\$1,177,876.60						

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

	(\$8,304.00)	(\$70,654.60)
Net Revenue to be Collected:	\$130,096.00	\$1,106,922.00

⁽¹⁾ Reflects the number of total lots with Series 2018, Series 2022 and Series 2023 debt outstanding.
⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2018, Series 2022 and Series 2023 bond issues. Annual assessment includes principal, interest, Clay County collection costs and early payment discounts.
⁽³⁾ 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.



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.

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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Tab 7

RESOLUTION 2023-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Clay County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A"**; and

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

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

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

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

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

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 8th day of August, 2023.

ATTEST:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson/Vice Chairperson, Board of
Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A

The Fiscal Year 2023-2024 Adopted Budget will be attached as Exhibit A

Exhibit B

The Assessment Roll is maintained in the District's official records and is available upon request. Certain Exempt information may be redacted prior to release in compliance with Chapter 119, FL Statues.

Tab 8

AGREEMENT BY AND BETWEEN THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT AND D.R. HORTON, INC. - JACKSONVILLE, REGARDING THE DIRECT COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023-2024

This **Agreement** is made and entered into as of this 8th day of August 2023, by and between:

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida (hereinafter “**District**”), and

D.R. HORTON, INC. - JACKSONVILLE, a Delaware corporation and the owner of a portion of the property located within the boundaries of the District (hereinafter, the “**Property Owner**”). For purposes of this agreement, Property Owner’s property is more particularly described in **Exhibit “A”** attached hereto (the “**Property**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Clay County Board of County Commissioners, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, pursuant to sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District (“**O&M Assessments**”), and, regardless of imposition method, and pursuant to sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such O&M Assessments by direct bill or on the tax roll; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the O&M Assessments, and previously levied debt services assessments, if any (together, the “**Special Assessments**”), against the Property once platted and collect such Special Assessments on the Clay County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District’s Special Assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of Special Assessments.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS' FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

12. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

14. **EFFECTIVE DATE.** The Agreement shall take effect as of October 1, 2023.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

D.R. HORTON, INC. - JACKSONVILLE, a Delaware corporation

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A: Description of the Property

EXHIBIT A

Description of the Property

The Direct Collect Assessment Roll is maintained in the District's official records and is available upon request. Certain Exempt information may be redacted prior to release in compliance with Chapter 119, FL Statues

Tab 9



7/19/2023

David Anderson
RIZZETTA & COMPANY
2895 Big Oak Dr
Green Cove Springs, FL32043
Quote: A910042708

CROSS CREEK NORTH CDD/ C/O RIZ:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-331-2909. It's that easy.

Service Details

SMALL CONTAINERS

Service Change

Equipment Qty/Type/Size:	1 - 2.0 yard Container	\$100.00 per month
Frequency:	1/Week	
Material Type:	Solid Waste	

Estimated Monthly Amount *

Small Container Base Rates	\$100.00
Additional Monthly Items	
1 - Container Refresh Program	\$9.00
Total Fuel/ Environmental Recovery Fees**	\$46.54
Administrative Fee**	\$5.95
Total Estimated Amount	\$161.49

Melissa Gallihugh
Republic Services

MGallihugh@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO

CUSTOMER CROSS CREEK NORTH CDD/ C/O RIZ
 NAME
 ATTN Rizzetta Company
 ADDRESS 3434 COLWELL AVE STE 200
 CITY TAMPA, FL
 STATE
 ZIP CODE 33614-8390
 TEL. NO. (904) 884-2432 FAX NO.

SITE LOCATION

SITE RIZZETTA & COMPANY
 NAME
 ADDRESS 2895 Big Oak Dr
 CITY Green Cove Springs,
 FL
 STATE
 SUITE
 ZIP CODE 32043
 TEL. NO. (904) 884-2432 FAX NO.
 AUTHORIZED BY David Anderson TITLE
 CONTACT David Anderson TITLE

Customer Service Agreement



AGREEMENT NUMBER A910042708

ACCOUNT NUMBER 687-247

EMAIL : deanderson@vestapropertyservices.com

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N	1	FL	2.0 Yd(s)	N	1	P	N	1/1/W				N	RH01	7/20/2023		\$100.00	\$241.50		Container Refresh \$9.00	Delivery \$312.50 Exchange \$200.00 Extra Yds \$106.70 Relocate \$265.00 Removal \$219.01	
O	1	FL	2.0 Yd(s)	N	1	P	N	1/ 2/W				N	RH01	7/19/2023		\$80.74	\$241.50				

Republic Services of Florida, Limited Partnership DBA Southland Waste Systems
 HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____
 (AUTHORIZED SIGNATURE)

TITLE: _____

BY : _____
 (AUTHORIZED SIGNATURE)

TITLE: _____

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT

COMMENTS:

See reverse for Terms and Conditions

Delivery Notes:

Safety: No Safety Concerns

Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes

TERMS AND CONDITIONS

- 1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.
- 2. RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.
- 3. TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.
- 4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).
- 5. DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.
- 6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.
- 7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.
- 8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waste, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.
- 9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.
- 10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.
- 11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**
- 12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**
- 13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

14. LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR.

COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

[REDACTED]

DATE:

[REDACTED]

Tab 10



Florida LDS & Excavation dba Oak Wells Aquatics
8608 Beach Blvd
Jacksonville, FL 32216
Tel (904) 619-3281
Tony Hall CPC1458530
tony@oakwellsaquatics.com
www.oakwellsaquatics.com

Proposal for Cross Creek North Splash Pad

Attn.: Mark Insel \ minsel@vestapropertyservices.com

2895 Big Oaks Dr.

Green Cove Springs, FL 32043

Date: 01/06/2023

Scope of Work:

- Pressure wash 1,458 SF of existing splash pad and prep for paint
- Seal cracks if and where needed.
- Color seal splash pad with Xylene Solid Concrete Stain, color TBD by customer.
- Add Shark Grip additive to Xylene Concrete Stain sealer for grip and code compliance.

Total Cost: \$7,918.05

Assumption: Please be advised that Xylene Concrete Stain must be applied to dry concrete and we must have the proper humidity and weather patterns to apply.

Oak Wells Aquatics

Owner

Name: _____

Name: _____

Accepted this ____ day of _____ 2023

Accepted this ____ day of _____ 2023

Signature: _____

Signature: _____