



Rizzetta & Company

# Cross Creek North Community Development District

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**Board of Supervisors' Meeting  
February 13, 2024**

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

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

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Cross Creek North Amenity Center  
2895 Big Oak Drive, Green Cove Springs, FL 32043  
[www.crosscreeknorthcdd.org](http://www.crosscreeknorthcdd.org)

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

Board of Supervisors  
Cross Creek North Community  
Development District

February 6, 2024

## AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Cross Creek North Community Development District will be held on **February 13, 2024 at 3:00 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 November 7, 2023.....Tab 1
  - B. Ratification of Operation and Maintenance Expenditures for September, October, November 2023.....Tab 2
4. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    1. Consideration of Proposal for Annual Engineer's Report.....Tab 3
  - C. Amenity Manager/Field Operations Manager .....Tab 4
    1. Charles Aquatics Service Report.....Tab 5
  - D. Landscape Report .....Tab 6
  - E. District Manager
5. **BUSINESS ITEMS**
  - A. Consideration of Revisions to Vesta Agreement .....Tab 7
  - B. Consideration of Reserve Study Proposal(s).....Tab 8
  - C. Ratification of Signage Proposal.....Tab 9
  - D. Consideration of Charles Aquatics Fish Barrier Proposal.....Tab 10
  - E. Consideration of Charles Aquatics Carp Proposal.....Tab 11
  - F. Ratification of Grau Audit Engagement Letter FY 2023.....Tab 12
  - G. Selecting Audit Committee and Setting the First Audit Committee Meeting
  - H. Consideration of Hi-Tech Security Agreement (under separate cover)
  - I. Ratification of Endorsement to District Property Insurance Policy for Expanded Amenity Facilities.....Tab 13
  - J. Consideration of Gutter Proposal(s) (under separate cover)
  - K. Consideration of Resolution 2024-01; Conducting the General Election.....Tab 14
  - L. Consideration of Resolution 2024-02; Setting the Date for Landowner Election.....Tab 15
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Sincerely,  
*Lesley Gallagher*  
Lesley Gallagher

# Tab 1

**MINUTES OF MEETING**

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

**CROSS CREEK NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Cross Creek North Community Development District was held on **November 14, 2023 at 3:00 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	<b>Board Supervisor, Chairman</b>
James Teagle	<b>Board Supervisor, Assistant Secretary</b>
Anthony Sharp	<b>Board Supervisor, Assistant Secretary</b>
Shane Ricci	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Kutak Rock</b>
Kyle Magee	<b>District Counsel, Kutak Rock <i>(via speakerphone)</i></b>
Dan Fagen	<b>Director of Amenity Operations, Vesta</b>
David Anderson	<b>Field Operations Manager, Vesta</b>
Mark Insel	<b>General Manager, Vesta</b>
Mike Peters	<b>GreenPoint Landscape</b>
Carolos Gonzales	<b>GreenPoint Landscape</b>
Matthew Guilbeault	<b>England, Thims, and Miller <i>(via speakerphone)</i></b>

Audience members present.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Porter opened the Board of Supervisors' meeting at 3:01 p.m. and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

There were no audience members present at the onset of the meeting.

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**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of Meeting of  
the Board Meeting held on September 12,  
2023**

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on September 12, 2023, for the Cross Creek North Community Development District.

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**FOURTH ORDER OF BUSINESS**

**Ratification of Operation and Maintenance  
Expenditures for August 2023**

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board ratified the Operation and Maintenance Expenditures for August 2023 in the amount of \$71,193.39, for the Cross Creek North Community Development District.

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**FIFTH ORDER OF BUSINESS**

**Staff Reports**

A. District Counsel

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Ms. Buchanan updated the Board that Vesta is requesting modifications to their prior form of agreement to do two things. The first is for the District to indemnify Vesta for the District's negligence and the second is for matching termination dates. The termination dates were being requested to be 60 days rather than 30. She noted that since the CDD is a public entity, the insurer does not provide indemnification to a private party so to the extent that the District does something that is negligent and Vesta requested indemnification for a claim relating to the District's negligence it will be a budget expense as compared to a covered insurance expense. Ms. Buchanan provided the Board with some examples of this. Mr. Fagan shared that these terms are consistent with a lot of the new contracts they are writing or rewriting. Ms. Buchanan stressed that this is actually a Board by Board decision and that the Board would need to approve taking on the additional liability, this was not something her office or Rizzetta could move forward with without Board approval. Further discussion ensued regarding the mutual indemnification request and the CDD opening itself up unnecessarily to additional liability. The Board accepted the matching termination dates request but not the mutual indemnification request. Mr. Fagen noted that he would take this information back to their Counsel.

B. District Engineer

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1. Update on Speed Limit Signage

Mr. Guilbeault was not on the phone line at this time so Ms. Gallagher updated the Board that he had provided an estimate for standard signs at \$400.00 per sign to include labor and material. Potential locations were discussed. The Board authorized Mr. Sharp to work with staff to review locations and they would then ratify the final proposal at the next meeting.

86 C. Amenity Manager/Field Operations Manager  
87 Mr. Insel and Mr. Anderson reviewed their reports found under tab 3 of the agenda.  
88 Mr. Insel noted that the new Vesta Amenity Center website was up and running and  
89 it was expected to be beneficial for the community.

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91 2. Charles Aquatics Report

92 i. Consideration of Charles Aquatics Proposal for Pond  
93 13 Treatment

94 Mr. Anderson updated the Board that this proposal had been  
95 received in response to concerns shared regarding the condition of  
96 pond #13 on the pond maintenance map. Ms. Gallagher added that  
97 this treatment was for water milfoil and it had been relayed that this  
98 was a difficult and expensive form of vegetation to treat. Treatments  
99 could range from \$900.00 to \$4,800.00 according to Charles Aquatics  
100 and they are proposing to begin with the least expensive treatment  
101 option. The Chairman requested that Charles Aquatics cover this  
102 treatment as water milfoil was not even noted as a concern on their  
103 pond report and should they not work with the district to resolve these  
104 concerns under the contracted amount directed staff to obtain  
105 proposals for aquatics maintenance from other vendors for the Board  
106 to review.

107  
108 D. Landscape Report

109 Mr. Peters noted that there were six trees along Big Oak Drive that are continuing  
110 to struggle. They fertilized three and topped out three to see if either would have a  
111 positive impact, but he has not seen a substantial difference with either approach.  
112 He noted that they would treat with another round of fertilizer to see if this helps. He  
113 also noted that the annuals at the entry would be changed out this week. Ms.  
114 Gallagher inquired about the seeding and straw that the Board had approved in  
115 August for the common area between the first two roundabouts. Mr. Peters stated  
116 that this had been completed, but that it had not shown improvement so the CDD  
117 was not billed for this work.

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119 *Mr. Guilbeault from ETM joined the meeting by phone.*

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121 *The Board moved to agenda item 5A - Consideration of GreenPoint Enhancement Proposals*

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123 **SIXTH ORDER OF BUSINESS**

124 **Consideration of GreenPoint Enhancement  
125 Proposals**

126 The Board reviewed two proposals from Greenpoint. First proposal was to remove roses and  
127 provided two options for new plant material. Option 1 included ginger and hawaiian and option 2  
128 included lirioppe and crotons. The second proposal was to remove existing sod through a section  
129 at the amenity center and install 15 pallets of St. Augustine Floratam to make the turf at the  
130 amenity center consistent.  
131

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board approved the GreenPoint Proposals Option # Two to replace the roses in the amount of \$750.00, and the Amenity Center sod replacement in the amount of \$4,000.00, for Cross Creek North Community Development District.

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133 *The Board moved back to agenda item 4E – District Manager*

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135 **SEVENTH ORDER OF BUSINESS** **District Manager**

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137 Ms. Gallagher updated the Board that two irrigation meters were recently added to the CDD  
138 account as authorized by the Chairman. She shared an email that she had received from a  
139 resident with the Board requesting a “No Outlet” sign be posted at Tidal Creek and Evening Oaks.  
140 (exhibit A) The Board authorized this sign to be included when working on the speed limit signs.

141  
142 She also noted that two requests had come in from the HOA following their meeting regarding  
143 lighting at the second entry and additional wildlife warning signs on ponds. It was noted that the  
144 County would be improving the area along the county road at the second entry but the Board  
145 authorized staff to work on landscape lighting proposals for the monument sign at the second  
146 entry as well as additional wildlife signs and to work with the Chairman between meetings on  
147 these items.

148  
149 In addition, the Florida Department of Commerce invoices for the annual fee were being  
150 processed in advance of the December 1<sup>st</sup> deadline and the Records Management Compliance  
151 Statements were being completed prior to the December 31<sup>st</sup> deadline.

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153 The Board also provided direction for staff to obtain proposals for a reserve study.

154  
155 1. September 2023 Financials

156 It had previously been requested that the end of the fiscal year financials be  
157 included in an agenda once available. Ms. Gallagher noted that the September  
158 2023 financials reflected the District ending the fiscal year under budget.

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160 **EIGHTH ORDER OF BUSINESS** **Ratification of Unit 1A ROW Conveyance**

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162 The Chairman reviewed agenda items:

- 163 - 5B - Ratification of Unit 1A ROW Conveyance  
164 - 5C - Ratification of the District’s Fiscal Year 2023/2024 Insurance Policy Renewal  
165 - 5E – Ratification of Approval of Revised Request for Easement Variance  
166

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board ratified Unit 1A ROW Conveyance, the District’s Fiscal Year 2023/2024 Insurance Policy Renewal, and Approval of Revised Request for Easement Variance for Cross Creek North Community Development District.



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170 *The Board move to agenda item 5L - Consideration of Easement Variance Request for Lot 345,*  
171 *Unit 1A*

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173 **NINTH ORDER OF BUSINESS**

**Consideration of Easement Variance  
Request for Lot 345, Unit 1A**

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176 It was noted that the revised easement variance request that was just ratified was only for 5 feet  
177 into the easement and ample room remained for access.

178

179 The Board reviewed this easement variance request and denied this as it there was no remaining  
180 access to the easement. The Board also requested that it be relayed to the HOA to automatically  
181 reject any requests that block the easement entirely.

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On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board denied the easement variance request for Lot 345, Unit 1A, and also requested that it be relayed to the HOA to automatically reject any requests that block the easement entirely, for Cross Creek North Community Development District.

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184 *The Board moved back to agenda item 5D - Consideration of Proposal to Install Pool Chemical*  
185 *Feed Line*

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187 **TENTH ORDER OF BUSINESS**

**Consideration of Proposal to Install Pool  
Chemical Feed Line**

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190 This pool chemical feed line is required now that the expanded amenity facility is in place and  
191 chemical trucks cannot get closer to the equipment.

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On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board approved the Lance Maxwell Plumbing proposal in the amount of \$3,950.46, for Cross Creek North Community Development District.

193

194 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Property Damage Release  
(under separate cover)**

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197 Ms. Gallagher and Mr. Anderson reviewed that a vehicle accident had taken place, which  
198 damaged a CDD road sign near 2312 Oak Stream. The insurance company for the driver, who is  
199 a resident of the community had forwarded a property damage release offering to reimburse the  
200 district \$331.51 of the \$375.00 expense to replace the sign due to the limits on the policy.

201

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board approved the release but asked staff to invoice the difference to the resident, for Cross Creek North Community Development District.

202

203 **TWELFTH ORDER OF BUSINESS**

**Consideration of Oak Wells Proposal for**

**Pool Tile Repair**

Mr. Anderson reviewed an updated proposal (exhibit B) for pool tile and coping repairs from Oak Wells in the amount of \$2,993.16. The proposal had been revised to include a description of the tile repairs. It was noted that a proposal from Oak Wells for tile, joint, eyeball and flipper repairs had previously been approved in the amount of \$3,305.00. Oak Wells invoiced for the repairs excluding the tile in the amount of \$3,120.00. The tile repairs have become more involved since the original proposal was approved and due to this, the new proposal was required.

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board accepted the Oak Wells Proposal in the amount of \$2,993.16, for the Cross Creek North Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Cross Creek North CDD  
RV/Boat Storage Policies**

Ms. Buchanan reviewed the draft policies for the RV/Boat storage facility.

As audience members had joined the meeting since the onset, comments were heard from the audience regarding the draft policies. Discussion ensued regarding the term lining up with the fiscal year and the ability to prorate the fee the first year when the facility opens or prorate refunds if a space was vacated with the required notice during the term of the agreement, the agreement and fee being for an annual period and not monthly, no commercial vehicles or food trucks being permitted, adding that trash must be removed from the facility, removing that wood blocks may be acquired at the amenity office, clarifying the measurements for the space are general language for the total length of the space and not for the Boat/RV itself. It was also noted that during the first year, the facility should only be open to residents and it can be reviewed after the first year as to whether non-residents will be permitted to reserve spaces.

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board adopted the RV/Boat Storage Policies as modified, for the Cross Creek North Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Cross Creek North CDD  
RV/Boat Storage License Agreement**

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board approved the Cross Creek North CDD RV/Boat Storage License Agreement with the term beginning October 1 annually, for the Cross Creek North Community Development District.

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**FIFTEENTH ORDER OF BUSINESS**

**Consideration of Proposal for Restroom  
Partition Repairs and Restroom Painting**

Mr. Anderson explained that ideally the painting and partition repairs could occur simultaneously.

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board approved the Commercial Specialties Proposal for partition repairs with tax removed, and Investment Painting's Proposal in the amount of \$3,000.00 for interior painting of bathrooms and gym, for the Cross Creek North Community Development District.

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**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

**Supervisor Requests:**

No supervisor comments.

**Audience Comments:**

The Board reviewed an email from a resident that was unable to attend the meeting today regarding gym expansion and court repairs as well as turning lane into the back entrance. (exhibit C). It was noted that there is additional fitness equipment being installed in the expanded amenity facility, no confirmed opening date was provided. The County is handling improvements at the Russell Road entrance.

Additional comments were heard on elections and basketball. It was noted that basketball was not budgeted for this fiscal year and interested residents were encouraged to attend the proposed budget meeting in May if they would like the Board to consider including this for the fiscal year 2024/2025 budget.

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**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board adjourned meeting at 4:06 p.m. for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

## Exhibit A

**From:** [ustwo154@aol.com](mailto:ustwo154@aol.com)  
**To:** [Lesley Gallagher](#)  
**Subject:** [EXTERNAL]no outlet sign  
**Date:** Wednesday, November 8, 2023 9:34:30 AM

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**NOTICE: This email originated from outside of the organization.**

Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Good morning Lesley: This is Frank mattera at last weeks annual HOA meeting i spoke to Brett from DR Horton , the third roundabout which turns to evening oaks then my block Tidal Creek Court , each day we are getting all types of trucks and cars coming and turning around in the cul-de-sac and some trucks are having issues turning around there has been a few times the garbage truck was stuck cause another truck came down and had to back up the whole street , he told me to reach out to you to get us a NO OUTLET sign installed by the corner of Evening oaks , hoping to stop the traffic issues . I appreciate anything you can do and if you need me to do anything i would be more than happy to help

Frank Mattera  
631-291-7083

Exhibit B



Oak Wells Aquatics  
8606 Beach Blvd  
Jacksonville, FL 32216  
(904) 619-3281

Tony Hall  
tony@oakwellsaquatics.com

**Contact:** Cross Creek Expansion Crack Tile Fix  
2895 Big Oak Drive  
Green Cove Springs, FL 32043

**Estimate No:** 1248  
**Estimate Date:** 9/27/2023

Description	Amount
Pool Draining An Monitoring	Drain pool and monitor while draining. Oak Wells Aquatics is not responsible for cost of filling pool back up. <b>\$1,192.50</b>
Tile Replacement of Expansions Crack and Damage Bullnose	Remove all 2x2 tiles on expansion joint and all set material under tile. Build back up and reapply 2x2 tiles and grout accordingly. Remove several Black Bullnose tiles around waterline that have cracks and chips and replace with new. <b>\$1,270.66</b>
Loose Coping Repair	There are approx.. 4-6 brick copings that will be lifted and cleaned and reset properly that are currently lose. <b>\$530.00</b>
Pool Pop Insurance	If this work requires the pool to be drained. Oak Wells Aquatics carries pool pop liability insurance. <b>\$0.00</b>
<p>This Estimate is good for 30 days. <span style="float: right;">Sub Total: \$2,993.16</span>                  Thank you for the opportunity to bid your backyard renovation. <span style="float: right;"><b>Total: \$2,993.16</b></span></p> <ul style="list-style-type: none"> <li>• Oak Wells Aquatics will not be responsible for the removal or installation of fence (which must be installed to Florida state safety standards).</li> <li>• In the event that the existing finish is in such poor condition that it must all be removed in preparation for new finish there may be additional labor charges at \$20. SF.</li> <li>• The proposal only applies to the removal of one layer of tile.</li> <li>• Dumpster at site is for pool construction debris only. Additional cost will apply if other non construction items are placed in the dumpster</li> <li>• Owner is responsible for submitting warranty paperwork to CLI plaster products for recording.</li> </ul>	

Draw Schedule Due Upon Invoice

#### SWIMMING POOL CONTRACT CONDITIONS

1. **Plans:** The plans submitted hereto form a part of this Contract. In case of conflict between the provisions stated in such plans and the terms of the Contract document, the terms of the Contract document shall prevail.
2. **Permit:** Contractor will obtain and pay for county/city building permits required on his work using our standard engineered shell plans. Owner is responsible for any additional plans, surveying, permits and/or Engineering fees. Owner/Contractor shall pay any Architectural Review Fees, or any construction fees required. Owner/Contractor shall furnish any necessary variances. Contractor will pay sales tax on all equipment and materials used in his work. Contract price is based on building codes and regulations in effect at time of contract. If new codes are enacted and additional cost is incurred as a result of compliance, this cost will become the obligation of the Owner/Contractor.
3. **Location:** Owner/Contractor is responsible for pool location being within his property lines and setback lines. The Owner/Contractor shall, verify this approval of layout, of pool and other improvement locations, and finish elevation by signature on plans and/or "Sales Layout Approval Form/2D Drawing". Contractor has no liability for incorrect location of pool or improvements.
4. **Site Preparation:** Contractor is not responsible for moving or replanting shrubs, trees or grass. If clearing of land, removal of stumps, re-routing or re-installation of irrigation systems, removal of fencing, or any special site preparation is required, including retainer walls, fill dirt and compaction, etc., it will be performed by Owner/Contractor before construction is begun.
5. **Construction Schedule:** Work will not be scheduled until the Contract is signed by all parties, initial payment received, architectural review approvals, permits and any variances, surveying, or engineering which may be required are complete and "Sales Layout Approval form" signed by Owner/Contractor. Pool construction will not begin until all site preparation is completed by the Owner/Contractor. Estimated construction period, which begins at excavation, shall take up to fourteen weeks; provided however that the Parties agree that this is only an estimate and there is no guaranteed completion date. Contractor is not responsible for delay or failure to perform work when due to acts of God, weather, strike, war, government prohibition, holidays, delivery and shipping schedule of contractor's suppliers, or reasons beyond his control. Delays caused by Owner/Contractor or other trades, delays in payments, and/or changes made after commencement of construction will increase estimated construction period and Contractor will not be responsible for meeting estimated time schedules.
6. **Access:** The Owner/Contractor will provide and maintain free access to the pool site and adequate working room during the course of construction. Contractor is not responsible for damaged to sidewalks, curbs, driveways, grassed areas, irrigation, underground utilities, etc., or any terrain which must be crossed to reach job site including passage to and from filter locations.
7. **Utilities:** Owner/Contractor will furnish, at no charge to Contractor, electricity and water for building and filling pool. On initiation of construction, these services shall be brought to points designated by the Contractor. If required, sanitary sewer, backwash line, or storm sewer connections shall be provided by owner. Contractor will not be held responsible for staining or discoloration of pool interior due to mineral content or foreign matter inherent in or introduced into water supplied by Owner/Contractor to Contractor for building or filling pool.
8. **Grading and Excavation:** Contractor's responsibility for grading of the site under this Contract shall be limited to the immediate pool area including area for piping. Without exact data to the contrary, Contractor assumes the topographic variation of the above delineated pool site will not exceed one (1) foot vertical measurement at the time construction is initiated. Contractor will perform all normal excavation for pool installation as covered under this Contract. The following are to be considered as abnormal conditions and are additional work to be paid for by the Owner/Contractor in accordance with section entitled "Additional Work" of this Contract: (1) inadequate soil bearing capacity requiring such means of support as piling, grade beams or any other special methods, including over-excavation with sand and/or stone back-fill; (2) tree stumps, rock formations, boulders, mass concrete or any condition requiring blasting, sawing, or demolition work; (3) high water table requiring pumping and well pointing; (4) underground utilities requiring relocation or removal, including, but not limited to water, sewer, septic tanks, electrical lines, gas lines and sprinkler system lines; etc.(5) dirt from pool not sufficient for necessary backfilling and grading and/or additional dirt required for backfilling and grading. In the absence of written acknowledgement to the contrary, Contractor assumes that the site is not fill ground and that there are no underground obstructions of any kind that will interfere with his phase of the work. To avoid unnecessary delay during excavation, Owner/Contractor agrees that Contractor may perform up to \$1000.00 in additional work required by abnormal conditions without prior notice to or written authorization by Owner/Contractor. Contractor will not be held liable for floatation of shell if such should occur because of conditions beyond our control. The Owner/Contractor will be informed as soon as possible of any abnormal conditions encountered in grading and/or excavation. Contractor will use excavate earth to rough-grade back-fill against pool shell. If extra fill is necessary, the cost, including cost of placement and compaction, will be borne by Owner at Contractor's cost plus 25%. Excavated earth from the pool will be placed or removed from job site only on day of excavation with the exception of that required by Contractor for backfilling and grading.
9. **Payments:** Stage completion invoices are due upon completion. Retainage other than that allowed in the noted stage payments is not authorized. In the event of default in the payment schedule set forth, work will cease until such payments have been made in full. A finance charge of 1.5% interest per month will be applied to all delinquent payments of more than 10 days. Any loss resulting from delay in construction caused by the Owner through obstruction or desire for change shall be paid by the Owner. Contractor retains title to new pool equipment until purchase price and any extras are paid in full. If contract price is not paid in accordance with this contract, Contractor or its employees may without notice enter the Owner's premises and repossess any pool equipment and accessories included in this contract and will apply the reasonable value of said equipment and accessories as determined by the Contractor, against any unpaid balance due. Owner shall have no interest in construction equipment brought to the job. A reasonable charge will be made to re-install any equipment removed under this agreement. The interior finish application will not be scheduled until all outstanding invoices, including change orders, are paid in full.
10. **Warranty:** When final stage completion invoice is rendered, Owner will fill out and sign 'Acceptance and Warranty Certificate' - Exhibit "C". Warranty void unless 'Acceptance and Warranty Certificate' is completed, signed by Owner and dated by an authorized representative of Contractor. The Acceptance and Warranty Certificate may contain punch out items, which will be addressed within a reasonable time period, usually within 30 days. Warranty is void if all stage completion invoices and/or invoices for additional work are not paid in full.
11. **Additional Work/Change Orders:** This contract price includes only the work, materials and equipment specified herein. Any change orders or additional work added to the contract must be made in writing on an "Additional Work Authorization" and must be signed prior to doing the work. All price quotations must be made by the Contractor's main office. No one on the job is qualified or authorized to quote prices. Payment for additional work is due upon invoice. Change order fees are \$500.00.
12. **Cancellation:** This Contract proposal is subject to cancellation by Contractor if not accepted within ten (10) days from the date hereof. Contract cancellations after final pool design and/or permitting will be assessed a \$500.00 charge plus any permitting, clearance, etc. fees that have been incurred.
13. **Completion:** Completion is specifically identified as: It is understood and agreed by the parties that completion of swimming pool shall be and take place at the time that the swimming pool is put in operation. Any and all outstanding invoices are due at this time. Use of the pool by Owner constitutes acceptance whether or not 'Acceptance and Warranty Certificate' has been assigned and/or punch out items complete.
14. **Miscellaneous:** Owner/Contractor grants Contractor permission to photograph work at Contractor's discretion, and grants right to use photographs for any purposes whatsoever the Contractor may deem fit, unless otherwise noted in writing.
15. **Building Materials Price Escalation and Supply Chain Delays:** If, during the performance of the Work, the price of building material significantly increases, through no fault of the Contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover the actual price increases, without any markup for profit or overhead. As used herein, a significant price increase shall mean an increase of 5% or more in the price of any building materials from the date of the Contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of material is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of building materials and/or supply chain issues, the Contract price and/or time shall be equitably adjusted for the actual additional costs and/or time associated with such delay(s).
16. **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided by the Owner to Contractor or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities, the Contractor shall promptly provide notice to the Owner the Contract price and time shall be equitably adjusted to account for the additional costs and/or time.
17. **Hazardous Materials:** Owner is responsible for any preexisting hazardous materials on site. If the Contractor encounters a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), Contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner. Owner shall then pay to have such hazardous materials removed or rendered harmless. When the material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract time shall be extended appropriately and the Contract sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and its agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the areas affected by the hazardous materials, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.
18. **Waivers of Subrogation:** The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by any insurance provided to the Owner and/or Contractor. The policies of insurance the Parties obtain shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
19. **Mutual Waiver of Consequential Damages:** The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:
  - i. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
  - ii. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.  
This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Contract.
20. **Arbitration:** All claims, counterclaims or disputes between Contractor and Owner arising out of or related to this Contract, whether based on contract or tort, shall be decided by binding arbitration in Jacksonville, Duval County, Florida, in accordance with the Construction Industry Rules of the American Arbitration Association then existing. The arbitrator is required to enforce the terms of this Subcontract. The arbitrator shall not

be authorized to award any punitive damages or any other damages waived or

prohibited under the terms of this Subcontract. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorneys' fees and costs. This Contract shall be construed according to the laws of the State of Florida

1. **WAIVER OF THE RIGHT TO A JURY TRIAL:** THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS CONTRACT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
2. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:** PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVER FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:  
Construction Industry Licensing Board 2601 Blair Stone Road Tallahassee Florida 32399-0783850.487.1395
3. **FLORIDA STATUTE 713.015 MANDATORY LIEN LAW NOTICE PROVISION:** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.
4. **CHAPTER 558 NOTICE OF CLAIM:** CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

BY SIGNING THIS AGREEMENT, THE OWNER/CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, CONDITIONS, AND ADDENDUMS.

Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit C

**From:** [June](#)  
**To:** [Lesley Gallagher](#)  
**Subject:** [EXTERNAL]Cross Creek North  
**Date:** Monday, November 13, 2023 2:45:57 PM

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**NOTICE: This email originated from outside of the organization.**  
Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Hi,

I have a couple of questions since I'm not sure if I can make it to the meeting tomorrow at 3:00.

I wanted to find out when the pickle ball courts are supposed to be completed. I was told that the original ones would be resurfaced when the other two new ones were surfaced. There are so many cracks in the ones now that when we went down to play on them the ball hits the cracks and doesn't bounce correctly when that happens.

I wanted to find out the same with the new gym and hopefully more equipment since it gets crowded in there in the afternoons with this many people in this subdivision now.

And lastly, I wanted to see if anyone can talk to the road department about adding a turning lane at the second entrance when we are turning left to get in the entrance. I have been passed on that road because of slowing down to turn left. That is a place that is waiting for a bad accident to happen. It happens very often to me and others that turn left from Russell Rd to the entrance.

I appreciate any information you can give me regarding these concerns. I will try to get to the meeting if possible.

Thanks,  
June Noriega

## **Tab 2**

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.CROSSCREEKNORTHCCDD.ORG

## Operation and Maintenance Expenditures September 2023 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$88,936.14**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anthony K. Sharp	100236	AS-091223	Board of Supervisors Meeting 09/12/23	\$ 200.00
Charles Aquatics, Inc.	100230	48865	Pond Maintenance 09/23	\$ 2,695.00
Clay Electric Cooperative, Inc.	ClayE0915202 3	Monthly Summary 08/23 Autopay	Electric Services 08/23	\$ 3,188.18
Clay Today	100229	2023-254682	Legal Advertising 06/23	\$ 972.00
Clay Today	100229	2023-255042	Legal Advertising 07/23	\$ 486.00
Clay Today	100229	2023-258221	Legal Advertising 08/23	\$ 66.15
COMCAST	C09152023	8495 74 144 1963216 09/23 Autopay	Cable & Internet 09/23	\$ 373.72
Constant Contact, Inc	CC09052023	1393559587	E-blast Communication 09/23	\$ 11.40
Doody Daddy, LLC	100237	2309-CN	Pet Waste Station Management 09/23	\$ 361.00
Egis Insurance Advisors, LLC	100243	19823	Policy #100122302 10/01/23-10/01/24	\$ 39,233.00
First Place Fitness Equipment, Inc	100244	37924	Fitness Equipment Maintenance 09/23	\$ 149.95
Greenpoint, Inc.	100235	25149	Landscape Maintenance 09/23	\$ 15,760.15
Hawkins, Inc	100231	6567546	Pool Chemicals 08/23	\$ 944.62

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hi-Tech System Associates	100232	390949	Monthly Contracted Services 09/23	\$ 50.00
James Teagle	100238	JT-091223	Board of Supervisors Meeting 09/12/23	\$ 200.00
Kutak Rock, LLP	100233	3268496	Legal Services 07/23	\$ 3,203.94
M&G Holiday Lighting	100245	1763	Holiday Lighting Re-Install Deposit 09/23	\$ 2,238.18
Mark Dearing	100239	MD-091223	Board of Supervisors Meeting 09/12/23	\$ 200.00
Phil Lentsch	100234	37124	CDD Book Copies 09/23	\$ 82.10
Republic Services	RS09062023	0687-001333245 09/23 Autopay	Waste Disposal Services 09/23	\$ 159.77
Rizzetta & Company, Inc.	100227	INV0000083193	District Management Fees 09/23	\$ 4,347.01
Robert Porter	100240	RP-091223	Board of Supervisors Meeting 09/12/23	\$ 200.00
Rogers Pavement Maintenance Inc.	100248	38255b	Supply & Installed 12'square Post-Creek Rd 07/23	\$ 250.00
Shane T. Ricci	100241	SR-091223	Board of Supervisors Meeting 09/12/23	\$ 200.00
Turner Pest Control, LLC	100242	617724410	Pest Control Services 09/23	\$ 127.05

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vesta Property Services, Inc.	100228	412570	Management Services 09/23	\$ <u>13,236.92</u>
<b>Report Total</b>				<b>\$ <u>88,936.14</u></b>

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.CROSSCREEKNORTHCDD.ORG

## Operation and Maintenance Expenditures

October 2023

Presented For Board Approval

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

The total items being presented:       **\$35,148.23**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alphabet Signs	100255	77421	Aluminum Frame Letter Frame 10/23	\$ 1,091.00
Bob's Backflow & Plumbing Services, Inc.	100256	95148	Backflow Test 10/23	\$ 225.00
Charles Aquatics, Inc.	100249	49103	Pond Maintenance 10/23	\$ 2,695.00
Clay County Utility Authority	CCUA10052023	Monthly Summary 09/23 Autopay	Water-Utility Services 09/23	\$ 5,282.56
Clay County Utility Authority	CCUA10272023	Monthly Summary 10/23 Autopay	Water-Utility Services 10/23	\$ 3,413.43
Clay Electric Cooperative, Inc.	ClayE10192023	Monthly Summary 09/23 ACH	Electric-Utility Services 09/23	\$ 3,417.73
COMCAST	Comcast10162023 3	8495 74 144 1963216 10/23 ACH	Cable & Internet 10/23	\$ 373.72
Constant Contact, Inc	CC10032023	1696151588	E-blast Communication 10/23	\$ 11.40
Hawkins, Inc	100250	6589850	Pool Chemicals 09/23	\$ 1,264.32
Hubscape	100251	510958	Office Furniture 09/23	\$ 1,576.00



# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Innersync Studio, Ltd	100252	21628	Website Services 10/23	\$ 384.38
Kutak Rock, LLP	100253	3283153	Legal Services 08/23	\$ 2,968.41
Republic Services	RS10182023	0687-001357218 10/23 Autopay	Waste Disposal Services 10/23	\$ 226.62
Rizzetta & Company, Inc.	100246	INV0000084126	District Management Fees 10/23	\$ 4,559.42
Rizzetta & Company, Inc.	100247	INV0000084029	Assessment Roll 10/23	\$ 5,791.00
Vesta Property Services, Inc.	100254	412380	Pool Supplies 07/23	\$ 688.64
Vesta Property Services, Inc.	100254	413185	Reimbursable Expenses 08/23	\$ <u>1,179.60</u>
<b>Report Total</b>				<b>\$ <u>35,148.23</u></b>

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.CROSSCREEKNORTHCCDD.ORG

## Operation and Maintenance Expenditures

November 2023

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$20,028.90**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Anthony K. Sharp	100275	AS111423	Board of Supervisors Meeting 11/14/23	\$ 200.00
Charles Aquatics, Inc.	100267	49338	Pond Maintenance 11/23	\$ 2,695.00
Clay County Utility Authority	100261	1375731	Account #00622104 New Application 10/23	\$ 69.89
Clay County Utility Authority	100261	1375731	Account #00622104 New Application 10/23	\$ 69.89
Clay County Utility Authority	100268	NC957654	Account #00618401 New Application 10/23	\$ 70.82
Clay County Utility Authority	100276	00622104 10.23	Water-Utility Services 11/23	\$ 28.83
Clay County Utility Authority	100276	00622105 11.23	Water-Utility Services 11/23	\$ 27.91
Clay Electric Cooperative, Inc.	ClayEC11162023	Monthly Summary 10/23 ACH	Electric-Utility Services 10/23	\$ 2,928.00
Clay Today	100262	2023-264297	Legal Advertising 10/23	\$ 66.15
Clay Today	100269	2023-255043	Legal Advertising 07/23	\$ 412.92
COMCAST	Comcast1115202 3	8495 74 144 1963216 11/23 ACH	Cable & Internet 11/23	\$ 374.21

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Constant Contact, Inc	CC11032023	1698829799	E-blast Communication 11/23	\$ 11.40
Cross Creek CDD	DC110323	DC110323	Debit Card Replenishment	\$ 1,094.19
Doody Daddy, LLC	100270	2311-CCN	Pet Waste Station Management 11/23	\$ 361.00
England, Thims & Miller, Inc.	100263	210490	Engineering Services 09/23	\$ 425.25
England, Thims & Miller, Inc.	100271	211164	Engineering Services 10/23	\$ 893.75
First Place Fitness Equipment, Inc	100264	WO-40432	Fitness Equipment Maintenance 09/23	\$ 129.95
First Place Fitness Equipment, Inc	100277	WO-41076	Fitness Equipment Maintenance 11/23	\$ 269.91
Florida Department of Commerce	100266	89233	Special District Fee FY 23/24	\$ 175.00
Hawkins, Inc	100272	6620455	Pool Chemicals 11/23	\$ 567.90
Hi-Tech System Associates	100258	392546	Monthly Contracted Services 10/23	\$ 50.00
Hi-Tech System Associates	100273	394261	Monthly Contracted Services 11/23	\$ 50.00

# CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
IT Systems of Jacksonville, LLC	100265	1694	AWID CARDS 100 PER CASE 10/23	\$ 515.00
James Teagle	100278	JT111423	Board of Supervisors Meeting 11/14/23	\$ 200.00
Kutak Rock, LLP	100259	3297573	Legal Services 09/23	\$ 2,678.64
Phil Lentsch	100274	37473	CDD Book Copies 11/23	\$ 41.38
Republic Services	RS11082023	0687-001364594 11/23 Autopay	Waste Disposal Services 11/23	\$ 194.80
Rizzetta & Company, Inc.	100257	INV0000084919	District Management Fees 11/23	\$ 4,559.42
Robert Porter	100279	RP111423	Board of Supervisors Meeting 11/14/23	\$ 200.00
Shane T. Ricci	100280	SR111423	Board of Supervisors Meeting 11/14/23	\$ 200.00
Vesta Property Services, Inc.	100260	411643	Reimbursable Expenses 06/23	\$ 536.43
Vesta Property Services, Inc.	100260	119108 CR	Reimbursable Expenses 06/23	\$ <u>(68.74)</u>
<b>Report Total</b>				<b>\$ <u>20,028.90</u></b>

## **Tab 3**

January 5, 2024

Ms. Lesley Gallagher  
Senior District Manager  
Cross Creek North Community Development District  
3434 Colwell, Avenue, Suite 200  
Tampa, Florida 33614

**RE: Cross Creek North Community Development District 2024 Annual Engineer’s Report  
ETM No.: 19-327-12**

Dear Ms. Gallagher,

England-Thims & Miller, Inc. (ETM) is pleased to submit this proposal for professional services related to the Cross Creek North Community Development District (CDD) request for a Engineer’s Annual Report. Our services will include preparation of the 2024 Engineer’s Annual Report for the Cross Creek Development.

**1. TASK 1 – ENGINEER’S ANNUAL REPORT**

ETM proposes to prepare an Engineer’s Annual Report letter as requested by the CDD Senior District Manager

**Lump Sum Fee ..... \$3,800.00**

**EXPENSES**

Costs such as printing, telephone, delivery service, mileage, and travel shall be *invoiced* at direct costs plus 15%



## ITEMS NOT INCLUDED

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them.

1. Wastewater Needs Analysis
2. NPDES Permitting / Analysis
3. MS4 Permitting Analysis
4. Geotechnical Investigations
5. Soil Boring / Analysis
6. Groundwater Modeling / testing
7. Environmental Investigation
8. Wetland drawdown analysis
9. Wetland mitigation / Design / Permitting
10. Irrigation or Irrigation supply design
11. Electrical, Phone, Gas, Design / Permitting
12. Lighting design / Street / Parking / etc.
13. FEMA Floodplain / Model / Analysis / Permitting
14. Overhead Power line adjustments
15. Offsite drainage study
16. Hardscape/ Design / Permitting
17. Comprehensive plan
18. Fire Hydrant Testing
19. ADA Compliance
20. As-built Surveying
21. Surveying (Topo, Bound., Route, Tree, Rw)
22. Const. Stakeout / Locates / Verification
23. Utility Locations / Analysis / Design / Soft digs
24. ACOE Permitting
25. Signage Design / Permitting
26. Unified Sign Plan Design / Compliance
27. Community Development District Issues (CDD)
28. Homeowners Association issues
29. NDPES permit compliance
30. Life Safety /Code compliance
31. Project Wide code compliance
32. OSHA or other safety issues
33. Administrative Hearing
34. Utility Locations / Analysis / Design / Soft digs
35. Consumptive Use Permitting (CUP)
36. Historical / Archeological Issues
37. Endangered species
38. Traffic study
39. Pool Grading and Drainage (by others)
40. Application / Permit Fees
41. Retaining wall or Structural design
42. Separate clearing / grading permit
43. Streetscape Design (specialty paving)



**ENGLAND-THIMS & MILLER, INC.**

**HOURLY FEE SCHEDULE - 2024**

CEO/CSO.....	\$475.00	/Hr.
President.....	\$375.00	/Hr.
Executive Vice President.....	\$362.00	/Hr.
Principal - Vice President.....	\$290.00	/Hr.
Vice President.....	\$280.00	/Hr.
Senior Engineer / Senior Project Manager.....	\$244.00	/Hr.
Project Manager.....	\$216.00	/Hr.
Director.....	\$208.00	/Hr.
Engineer.....	\$186.00	/Hr.
Assistant Project Manager.....	\$163.00	/Hr.
Senior Planner / Planning Manager.....	\$223.00	/Hr.
Senior Environmental Scientist.....	\$230.00	/Hr.
Planner.....	\$173.00	/Hr.
CEI Senior Project Engineer.....	\$305.00	/Hr.
Construction Project Manager / Project Coordinator.....	\$219.00	/Hr.
Senior Construction Owner's Representative.....	\$202.00	/Hr.
Construction Owner's Representative.....	\$185.00	/Hr.
CEI Senior Inspector / Client Representative.....	\$173.00	/Hr.
CEI Inspector .....	\$140.00	/Hr.
Senior Landscape Architect.....	\$195.00	/Hr.
Landscape Architect.....	\$186.00	/Hr.
Senior Technician / Senior Specialist.....	\$169.00	/Hr.
GIS Program Manager.....	\$185.00	/Hr.
GIS Analyst .....	\$146.00	/Hr.
GIS Consultant.....	\$157.00	/Hr.
Senior Engineering Designer / Senior LA Designer.....	\$166.00	/Hr.
Engineering / Landscape Designer.....	\$152.00	/Hr.
Engineering Intern .....	\$148.00	/Hr.
CADD/GIS Technician.....	\$139.00	/Hr.
Project Coordinator / CSS.....	\$116.00	/Hr.
Administrative Support.....	\$99.00	/Hr.

\*ETM's standard hourly billing rates are reevaluated annually, prior to the beginning of the calendar year.

*Revised December 22, 2023*

## GENERAL CONDITIONS

**PAYMENT TERMS** - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. If payment is not received within thirty days from the invoice date, ETM reserves the right to suspend all work on the project until all payments due are received.

In the event Client requests termination of the services prior to completion, the Client shall pay all outstanding invoices and all charges incurred between the issuance of the latest invoice through the date services are stopped plus any shutdown costs. If during the execution of the services, England, Thims & Miller, Inc. (ETM) is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete for each contract task item. For hourly services, the invoice will reflect the hours worked times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginning of each calendar year.

If a Retainer Fee is requested, the retainer amount will be returned to the Client after the final billing cycle once all invoices have been paid in full. Should the Client default on payment or there is an outstanding balance on the Client's account after the final invoice has been paid, the retainer will be used to pay the remaining invoice balance, with the retainer balance being returned to the Client once all ETM expenses have been paid in full.

**INSURANCE** - ETM maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

**STANDARD OF CARE** - The only warranty or guarantee made by ETM in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

During the project design, ETM shall examine current codes and standards and shall use professional skill and care to design Project to meet the requirements of current codes and standards identified as applicable to the Project. ETM by training and experience, does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the professional skill and care in designing to current codes and standards.

**CERTIFICATE OF MERIT** - Client shall make no claim (whether directly or in the form of a third-party claim) against ETM unless Client has first provided ETM with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the initiation of any judicial proceeding by Client and shall be provided to ETM within thirty (30) days prior to the initiation of such judicial proceedings.

**PERMITTING/ZONING** - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM harmless from any losses or liabilities resulting from such permitting or regulatory action.

**LIMITATION OF LIABILITY** - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of England, Thims & Miller, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM under this Agreement, or the total amount of \$50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM agrees to increase the limits up to a maximum of \$500,000 upon Client's written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

**SEVERABILITY AND SURVIVAL** - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SALES TAX** - The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount as required by law.

**OWNERSHIP OF DOCUMENTS** - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM as instruments of service pursuant to this Agreement, shall be the sole property of ETM. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM. The Client does agree and warrant to hold ETM harmless for any such unauthorized use and to diligently defend and indemnify ETM from all claims, damages, and expenses against ETM resulting out of said unauthorized use.

**SAFETY** - Should ETM provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**INDEMNIFICATION** - In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ETM.

## PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** - In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

**CONTRACT ADMINISTRATION** - Client agrees that ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that ETM will not assume responsibility for the contractor's means methods, techniques, sequences or procedures of construction and it is understood that field services provided by ETM will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control", are used to mean periodic observation of the work by ETM to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that ETM is observing placement of all materials. Full-time inspection means that an employee of ETM has been assigned for eight-hour days during regular business hours.

**Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.**

**ASSIGNABILITY** - Client and ETM, respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other party.

**INTEGRATION** - This Agreement represents the entire and integrated Agreement between Client and ETM and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Terms, fees, and conditions are valid for 45 days from the date of the attached proposal.

**LIMITATIONS ON CAUSES OF ACTION** - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to this Agreement; or (ii) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

**THIRD PARTY BENEFICIARY** - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM.

**GOVERNING LAW** - This agreement shall be governed in all respects by the laws of the State of Florida.

**COST OPINIONS** - Any cost opinions or Project economic evaluations provided by ETM will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, ETM cannot warrant that bids, cost estimates, ultimate construction cost, or Project economics will not vary from these opinions.

Revision Date: 07/19/2023 | Effective Date: 01/01/2015

Please indicate your agreement with this proposal by signing in the space provided below and return one copy to our office or by email.

Terms, fees, and conditions are valid for 45 days from the date of this proposal.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of service.

Sincerely,

**England-Thims & Miller, Inc.**



Bradley L. Weeber, P.E.  
Executive Vice President/Shareholder

Accepted this \_\_\_\_\_ day

of \_\_\_\_\_, 2024

By: \_\_\_\_\_  
(Name/Title)

For: \_\_\_\_\_  
(Company)

# Tab 4

# *Cross Creek N CDD*

## Managers Report

*Date of meeting: 1.9.24*

*Submitted by: Mark Insel*

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### **POOL AND FACILITY:**

- We have moved into the new office. The desks, chairs and equipment have been assembled. We do not have internet at time of this report. We will have Comcast install another access point for Wi-Fi to reach the new gym, pool and office. This was the recommendation from our IT Tech and Comcast. They will upgrade our service and will add an access point for only a small additional fee per month.
- Prep for access to new areas are happening at this time as well. Working with the on-site contractor to punch out items needing attention. (painting, cleaning, repairs that have been noticed by staff needing attention)
- The Vesta Website has been a huge success and is beneficial for residents to be able reach out quickly and easily.
- Vesta staff has been keeping up on many cleaning items onsite, stains on exterior have been cleaned.
- We have had a constant flow of new residents requesting access cards. We have several residents coming into the office every day.
- New Pressure washer has been a huge help. Facility, playground, entrance monuments, and ceiling areas were pressure washed and will be an ongoing task.
- Elite towing agreement has been signed and tow away signs have been installed.
- The pool activity has ceased due to cooler water temps.
- Safety checks on the Playground, Volleyball Court, and Property are completed daily.
- QR Codes are placed in the Bulletin Board and Playground, which residents have been using to survey each area. There is one for the website as well!
- Workers are on site often doing work on the pool, RV lot, and new buildings.
- Touch-up painting has been done around the building where needed.
- Monthly Food Trucks have had success and will continue.
- Holiday lighting has been a hit, the residents love the new entrance.

### **GYM AND EQUIPMENT:**

- 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!
- By the meeting time the gym should have been moved into new center. We will need floor mats for the dumbbells and probably the weight benches. Estimate for new Wipe container/trash cans being presented.

## **COMPLETED PROJECTS / No Board action required:**

- Irrigation issues were handled in front of the building and new facility.
- 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.
- 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/repared.
- The towing signs have been placed around the property.
- The new Reader board has been installed.

## **POND AND LAKE MANAGEMENT:**

- The technician has been onsite monthly (12.18). 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. Management from the office has been difficult to obtain information.
- Low water levels have been reported on some ponds. Some of the heavy rains a couple weeks ago should have helped.
- Will always inquire about the need for carp or tilapia if suggested for the future and requirements.

## **LANDSCAPE MANAGEMENT:**

- New sod has been installed in front of building.
- New flowers have been placed at Water wheel entrance.
- The roses have been removed at the facility and new plants have been installed along with new mulch.
- 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. They have been more attentive to his requests!
- The Landscaping Management Tool, and weekly drive checklist are in place for reporting. Greenpoint's tasks are being completed daily. The crews are working on the Winter schedule. Picking up more trash around ponds. They are prioritizing work throughout the community and are keeping things maintained. The last report reflected rotations completed, blowing the property, and picking up trash. They mowed and line-trimmed all the lakes. Will be requesting all Fertilization schedules and Fert tags.

**WHAT TO EXPECT IN THE UPCOMING MONTHS:**

- Vesta will be working closely with the contractors to get everything opened and looking great.
- Request for metal benches at certain park locations was brought up. We have the estimate and will determine locations and amount after further discussions in the future possibly.
- Will continue sending Policy Highlight reminders and updates.
- Informal meet and greet Q&A sessions with residents depending on turnout will be quarterly. Or as needed.
- 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 on existing and new property, not needing Board approval.

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

*Mark Insel 904-408-7716*



# Cross Creek N CDD

## Manager's Report

Date of meeting: **2.2023**

Submitted by: **David Anderson**

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### **POOL AND FACILITY:**

- No major issues with facility currently
- During a recent inspection some items were found to need attention. All have been resolved.
- The covering for the pickle ball court. Needs to be addressed.
- Need to know who installed?
- Pickle ball court lighting has not been resolved. Night usage has been discontinued until construction is completed.
- Cleaning of parking lot along and Amenity grounds being performed when attended.
- Signs have been installed for the pool and splash pad rules.

### **GYM AND EQUIPMENT:**

- All equipment has been checked; PM was completed last month. The janitorial crew has been cleaning the fitness center when onsite as well.
- The machines are in great shape and all working properly!
- The thermostats were reset so the heat could come on and now Temperature is perfect and is working great.

### **COMPLETED PROJECTS / No Board action required:**

- Water wheel pump had to be replaced after county had contractor turn off water.
- The mulching should be complete by meeting time.
- Checks on playground for safety and functionality.
- We continue to ride the community monitoring signs, drains, road conditions, etc. I am finding a lot of trash, perhaps due to construction sites.

### **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, which needed dye and the ponds seeing the most trash. Our Tech is very attentive and always doing a great
- Timers to pond lights have been adjusted to daylight savings.

### **LANDSCAPE MANAGEMENT:**

- Hedge and bush trimming around the facility has been completed.
- Weeded the beds at entrances and facility have been completed.
- I communicate with Carlos and Mike weekly to adjust where needed.
- The Landscaping Management Tool, and weekly drive checklist are in place for reporting. Greenpoint's tasks are being completed daily. The crews are working the winter schedule. Picking up more trash around ponds. They are prioritizing work throughout the community and are keeping things



maintained. The last report reflected basic rotations completed, blew the property, and picked up trash. They mowed and line trimmed all the lakes.

**WHAT TO EXPECT IN THE UPCOMING MONTHS:**

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

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

*David Anderson 904-884-2432*



## **Tab 5**



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

## Service Report

**Date:** December 18, 2023

**Biologist:** Justin Powers

**Client:** Cross Creek

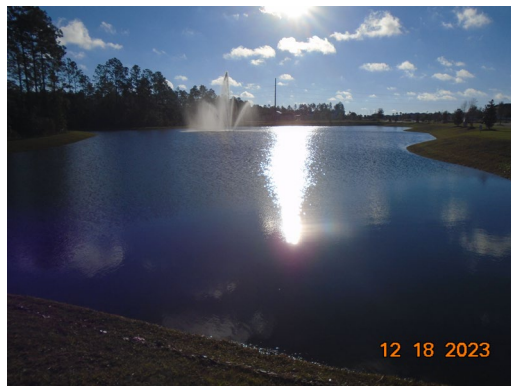
**Contact:** Leslie Gallagher

**Waterways:** 25 ponds

**Pond 1:** No algae or new growth noted. Previous treatment was effective,



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



**Pond 3:** Previous treatment was effective, Picked up minor trash.



**Pond 4:** No algae/invasive species noted.



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



**Pond 6:** Water level was normal. No algae noticed.



**Pond 7:** Treated minor perimeter weeds. No algae noticed.



**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.



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



**Pond 10:** Pond in good condition.



**Pond 11:** Previous treatment was effective.



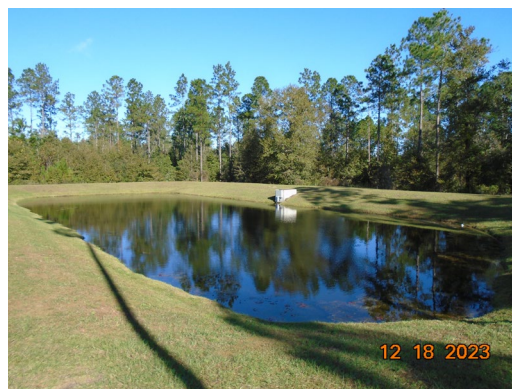
**Pond 12:** Pond in good condition, no algae noticed.



**Pond 13:** No algae noticed. Applied treatment for submersed weeds. This will take additional treatments to kill all weeds due to label restrictions.



**Pond 14:** Water level low, no algae noticed.



**Pond 15:** Pond in good condition, no algae noticed.



**Pond 16:** No invasive species.



**Pond 17:** Pond in good condition.



**Pond 18:** Pond in good condition. Previous treatment was effective.





**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.  
**PIC DID NOT SAVE**

**Pond 24:** Pond in good condition.



**Pond 25:** Pond in good condition, picked up trash previous treatment was effective.



**Notes:** Finished installing fish barriers on all ponds, we will be able to stock fish upon approval of the permit.

## **Tab 6**

# Cross Creek Landscape Quality Audit

Over the last quarter we have been on a weekly basis maintenance schedule of providing around 200+ man hours a week. Staff has been applying pre emergent chemicals and Glyphosate chemicals to the mulch beds and around the trees in the grass areas to curb weed pressure during the winter months this will help with the upcoming new growth if we get warmer weather. We have had several irrigation issues throughout the community over the last quarter that has been repaired which have included re installation of new irrigation line to the primary entrance beds due to damage “no fault of community or greenpoint , just wear on the actual lines. We had staff run all new drip lines around the water feature to ensure plant materials are getting proper water coverage. We will continue on the approved maintenance schedule going into the winter months including maintaining the lakes and common areas per the approved contract. We have completed the approved estimates # 1022 for the removal of invasive grass and grading including installation of 15 pallets of Floritam Sod at the amenity center for a full St Augustine sodded area. We also completed the approved estimate #1017 to remove the roses and replace with the 2<sup>nd</sup> option provided. We installed the approved plants along with 30 additional plants at no cost to the community that seemed to need replaced as they didn't meet the overall theme of the planting bed that was reworked. We will continue to work around the weather if the need arises. We re-installed several trees that were blown down after the storm that hit the area in several locations. We are hoping these trees that were re installed after being blown over will survive but we will be monitoring them to make sure we can keep any costs for replacement as low as possible. Once again the site supervisor David has been in constant contact with us on anything that arises on a daily basis and appreciate the updates he provides

# **Tab 7**

**AGREEMENT BETWEEN CROSS CREEK NORTH COMMUNITY  
DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC.,  
FOR AMENITY FACILITIES MANAGEMENT SERVICES**

**THIS AGREEMENT** for Amenity Facilities Management Services (“Agreement”) is effective as of June 15, 2023, by and between:

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Clay County, Florida, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”), and

**VESTA PROPERTY SERVICES, INC.**, a Florida corporation, with offices located at 245 Riverside Avenue, Jacksonville, Florida 32202 (“Contractor” and, together with the District, “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District has constructed a recreation center that includes a swimming pool and other recreation facilities (collectively, “Amenity Facilities”); and

**WHEREAS**, the District intends to provide for the operation and/or maintenance of the Amenity Facilities; and

**WHEREAS**, Contractor has a background in the management and maintenance of recreation facilities and is willing to provide such management and maintenance services to the District in accordance with this Agreement; and

**WHEREAS**, the District desires to enter into a contractual relationship with Contractor to manage and/or maintain the Amenity Facilities and to provide other services as described in this Agreement and included in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (collectively, “Services”).

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

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

**2. ENGAGEMENT OF SERVICES.** The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenity Facilities for the purposes and uses described in this Agreement, and Contractor hereby agrees to

comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

**3. SCOPE OF SERVICES.** Contractor shall provide Amenity/Property Manager Services, On-Site Amenity Management, Maintenance including Swimming Pool Maintenance, Janitorial Maintenance and Amenity Facility Maintenance, all in accordance with the Scope of Services provided in **Exhibit A**.

**4. COMPENSATION.** As compensation for the Services described in this Agreement and **Exhibit A**, the District agrees to pay the Contractor twelve (12) monthly payments of Thirteen Thousand Two Hundred Thirty Six Dollars and Ninety One Cents (\$13,236.91) for an annual total of for an annual total of One Hundred Fifty Eight Thousand Eight Hundred Forty Three Dollars (\$158,843.00). However, the Parties agree that upon delivery of notice from the District that the Amenity Facilities expansion is complete, the cost of the Services shall increase, and the District agrees to pay the Contractor twelve (12) monthly payments of Twenty-Four Thousand Three Hundred Forty Dollars (\$24,340.00) for an annual total of Two Hundred Ninety-Two Thousand Eighty Dollars (\$292,080.00). The General Manager, Operations Manager, and the Maintenance Technician shall work onsite a minimum of forty (40) hours a week. Facility attendants shall work a minimum of eight hours a day for three days a week. Seasonal staffing shall be billed on an hourly basis as needed and agreed upon by the Parties.

Contractor shall invoice the District monthly for the services provided under this Agreement. Contractor shall provide, upon request, copies of employee timecards documenting the total hours worked. The District shall pay invoices within thirty (30) days of receipt. If the District desires additional services or work not provided herein, Contractor agrees to negotiate in good faith and the Parties shall agree to such agreed upon additional work by an addendum, addenda, or other written agreement as appropriate. Any additional services or work not evidence as such shall be null and void. Contractor may be reimbursed for travel expenses actually incurred for performing services contemplated in this Agreement, if such travel is approved in writing prior to commencement. Reimbursements shall be made in accordance with applicable Florida law.

**5. GENERAL PROVISIONS.**

**A.** Contractor is an independent contractor. Contractor shall have sole authority as an independent contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff.

**B.** Contractor shall promptly respond to any and all emergencies or problems related to the Amenity Facilities and shall report to the District all known problems related to the Amenity Facilities.

**C.** Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

**D.** Contractor shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services.

**E.** **Exhibit A** is intended to clarify the scope of services provided. To the extent that any other terms provided in **Exhibit A** conflict with the terms of this Agreement, the terms of this Agreement shall control.

**6. CARE OF THE PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal regulations and environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

**8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("Board") expressly directs Contractor otherwise, in writing.

**9. TERMINATION.** The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.



**10. INSURANCE.**

**A.** Contractor shall maintain throughout the term of this Agreement the following insurance:

(i) Workers' Compensation Insurance in accordance with the laws of the State of Florida.

(ii) Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.

(iii) Employer's Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).

(iv) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).

**B.** The District and its staff, consultants, and supervisors shall be listed as additional insured parties on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

**11. INDEMNIFICATION.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, (i) arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement and (ii) that arise from the willful misconduct or intentional acts outside the scope of the Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.

Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**C.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

**12. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**13. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**14. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

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

**16. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

**17. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

**A. If to Contractor:** Vesta Property Services, Inc.  
245 Riverside Avenue  
Jacksonville, Florida 32202  
Attn: \_\_\_\_\_

**B. If to District:** Cross Creek North Community  
Development District  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

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

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

**19. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be null and void.

**20. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents and agrees that the exclusive venue for any action arising hereunder shall be in a court of appropriate jurisdiction in and for Clay County, Florida.

**21. EFFECTIVE DATE; TERM.** This Agreement shall be effective June 15, 2023, and conclude on June 14, 2024, unless terminated earlier in accordance with Section 9 herein. Thereafter this Agreement may be renewed annually, for up to two (2) additional annual renewals. Such renewals shall be evidenced by a written instrument executed by both Parties.

Any renewal, changes to the scope of work or change in price with out such written approval shall be null and void.

**22. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Lesley Gallagher** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, LGALLAGHER@RIZZETTA.COM, OR AT 2806 NORTH FIFTH STREET, UNIT 403, ST. AUGUSTINE, FLORIDA 32084.**

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

**24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

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

**27. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**28. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

**29. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a

good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

*[Signatures on the next page]*

**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  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Chairperson/Vice Chairperson,

**VESTA PROPERTY SERVICES, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Scope of Services

## EXHIBIT A

### **Cross Creek Community Development District**

*Ms. Lesley Gallagher*

District Manager

2806 N. 5<sup>th</sup> Street, Unit 403

St. Augustine, Florida 32084

#### Proposed Management and Maintenance of CDD Assets and Amenity Facilities

#### **Introduction:**

Vesta Property Services (“Vesta”) is pleased to present Cross Creek North CDD this proposal for management, facility staffing, maintenance and janitorial staffing.

We believe that due to our successful track record with area communities like Bartram Springs, Durbin Crossing, Heritage Landing, Shearwater, Rivertown, John’s Creek and Julington Creek Plantation, we truly understand your requirements and are confident that our proposed services will effectively address your needs.

This Proposal is divided into three (3) sections:

- 1) Scope of Services
- 2) Assumptions
- 3) Fees

**I. SCOPE OF SERVICES:** Staff are responsible for the overall appearance of the District Amenity Center. Staff shall have a thorough knowledge of the community served, and shall at all times endeavor to provide a timely, personal response to problems or requests for services.

#### *A. GENERAL MANAGEMENT SERVICES*

- 1) Act as an ambassador of the community on behalf of the District.
- 2) Build a strong team of employees that represent the community and District with professionalism, a high level of customer service and quality work.
- 3) Support and hold accountable all Vesta staff to exceptional standards of service.
- 4) Act as a liaison between the developer, Vesta staff, District Manager and the Board of Supervisors.
- 5) Provide timely communication with residents as it relates to concerns and or request.
- 6) Assist the District Manager in creating and maintaining budgets as well as ongoing management of the capital survey.
- 7) Resolve resident issues on a timely basis. Report concerns to the board on the resident’s behalf.
- 8) Monitor the use and condition of all district assets.
- 9) Monitor Fire, Security and Access Control systems to ensure proper functionality, with a vision toward the future.
- 10) Ensure all licensing and permits that are required by state/local are current.
- 11) Resolve and take ownership of any related facility issues that may occur.



- 12) Communicate to the appropriate parties, issues that may require additional resources or that which is beyond Vesta's expertise.
- 13) Ensure all contractual obligations to the community are fulfilled with excellence.
- 14) Maintain an expansive knowledge of the history and current state of the entire community with a vision toward the future.
- 15) Maintain timely communication with CDD staff and the CDD Board.
- 16) Issue comprehensive reports to the board at monthly meetings.
- 17) Provide tours of the amenities for new and prospective residents.

**NOTE: The General Manager will be onsite 3 days weekly and remain accessible throughout the week.**

#### *B. FIELD AND FACILITY OPERATIONS SERVICES*

- 1) Inspect, maintain, and manage all district owned assets and common grounds on a continual basis.
- 2) Perform high level maintenance duties that require a strong degree of technical and mechanical competency.
- 3) Manage contractors to ensure that the maintenance of all areas of responsibility are maintained to acceptable standards.
- 4) Assist in negotiating, purchasing, and bidding of repairs and replacement of assets.
- 5) Oversee projects on District grounds. Inspect contractors work and hold accountable to the agreed upon contract.
- 6) Provide oversight of all Vesta maintenance and janitorial personnel on property.
- 7) Respond in a timely and effective manner to mechanical and maintenance-related problems within the areas of responsibility.
- 8) Create, maintain, and implement preventative maintenance schedules for all facility systems.
- 9) Maintain and repair areas to the best of our abilities without risk of voiding warranties. This includes simple repairs to small mechanical and non-structural items.
- 10) Respond to emails from residents, vendors and supervisors on a timely basis.
- 11) Report concerns to the Community General Manager.
- 12) Maintain an up-to-date operations and maintenance manual, complete with current drawings.
- 13) Maintain the amenities inventory control.
- 14) Ensure efficient staff procedures and checklists are in place and executed.
- 15) Exhibit a thorough knowledge of occupational hazards and corresponding safety precautions necessary for the safe performance of assigned duties.
- 16) Advise leadership team of necessary repairs, extraordinary cleaning, or replacement of assets.
- 17) Additional duties as assigned by the General Manager.

**NOTE: The Field Operations Manager will be onsite 3 days weekly and remain accessible throughout the week offsite.**

C. *GENERAL FACILITY MAINTENANCE*

- 1) Maintain and repair (as able) the district's amenity/recreation components.
- 2) Thoroughly clean all outdoor areas including buildings, walkways, and common areas.
- 3) Control cobwebs and prevent other debris from accumulating on exterior walls.
- 4) Remove garbage from in and around the amenity center including the RV and dog parks.
- 5) Report any item that is of concern, immediate or impending, to the Field Operations Manager quickly.
- 6) Monitor the condition of all fencing and adjoining gates and resolve any issues.
- 7) Complete simple repairs within scope and without voiding warranties.

D. *SWIMMING POOL MAINTENANCE*: Vesta shall provide the following services in order to maintain the District's swimming pool:

- 1) Check pool water quality and complete equivalent to *DH Form 921 3/98 Swimming Pool Report*, as required by Chapter 64E-9.004(13), FAC, per site visit.
- 2) Conduct necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(d).
- 3) Operate filtration and recirculation systems, backwashing as needed. Clean all strainers. Maintain pool at proper water level and maintain filtration rates. Check valves for leaks, as well as other components, and maintain in proper condition.
- 4) Manually skim, brush and vacuum pools as necessary. Maintenance shall be performed three (3) days per week, or as needed. It is recommended that the pools be closed on Mondays for super chlorination and algae treatment as necessary.
- 5) Advise the District Manager of any necessary repairs, cleaning, or replacement items required due to "normal wear & tear," "acts of God," or vandalism. Such repairs shall be billed separately, upon approval by the Board.
- 6) Additional services required due to extraordinary natural events shall be billable.
- 7) Replace interior lights and A/C filters as needed.
- 8) Check batteries, and overall functions of the ADA pool lift chairs.
- 9) Maintain complete organization of all storage closets and buildings.
- 10) Maintain supply inventory of all continual maintenance needs.
- 11) Monitor and repair fitness equipment as able (rotate periodically for equal wear).

E. *COMMON GROUNDS MAINTENANCE*: Vesta shall provide the following services in order to maintain the District's common grounds assets:

- 1) Removal of debris from common areas including
  - a. Community entry areas
  - b. Community Parks
  - c. Ponds
- 2) Clean district monuments
- 3) Maintain playgrounds and equipment

- 4) Clean and maintain dog park
- 5) Clean and maintain pocket parks
- 6) Assist Field Operations Manager as needed.

F. *JANITORIAL SERVICES*: Vesta shall provide the following services in order to maintain a clean environment in all amenity centers indoor spaces:

- A. Dust and damp mop all tiled areas including baseboards.
- B. Dust window ledges, blinds, air condition vents and returns.
- C. Clean all windows.
- D. Empty and remove all trash from receptacles.
- E. Bathrooms/Shower stalls: clean and disinfect floors, counters, mirrors, toilets, urinals, and all surrounding areas. Paper and soap dispensers shall be cleaned and filled as needed. *Note: cost of paper supplies and soap are to be supplied by the District.*
- F. Fitness room: clean flooring, ceiling fans, baseboards and provide light cleaning to all fitness equipment.

**NOTE: All maintenance duties; General, Pool, Grounds and Janitorial, will be performed by hourly staff twice weekly with the remainder completed by the Field Ops Manager.**

G. FACILITY ATTENDANTS

- 1) Greet residents, prospective residents, and guests.
- 2) Provide a highly visible presence in and around the facility.
- 3) Ensure all guests are registered properly.
- 4) Provide tours of the facility.
- 5) Tactfully enforce community policies.
- 6) Assist with community special events.
- 7) Swiftly address conflicts or concerns.
- 8) Complete various administrative duties such as room rental reservations, program registrations and answering phones.
- 9) Provide additional cleaning in or around the facility.
- 10) Duties as assigned by General Manager.

**NOTE: Facility Attendants will be provided four (4) days weekly, five (5) hours per shift**

II. FEES

Service levels will increase to the proposed levels as soon as adequate staffing levels are achieved. Fees will be prorated.

A. *Management*  
\$111,843

B. Maintenance  
\$22,863

C. Facility Attendants  
\$24,137

**Total Annual Fee: \$158,843 (\$13,236.91 monthly)**

### Alternative Fee Structures

Our current **Flat-Rate** fee structure is based on anticipated staffing hours. Both options listed below provide flexibility to schedule hourly staff based on current needs and operates within the budget. In the event additional resources are needed, a request will be submitted through the District Manager prior to making any changes.

**A. Cost-Plus**

Vesta invoices the District based on actual wages and benefits then adds a flat rate multiplier to cover non-billable expenses and profit.

**B. Hourly Billing**

Fees are based on actual hours worked billed at an hourly rate.

### Anticipated Future Staffing Models

Upon opening of new amenities			
Position	Staffing Detail	Annual	Monthly
Facility Attendants	8 hours/3 days. Manager fulfills majority of office hours. No seasonal staff	\$31,597	\$2,633
Janitorial	Fulfilled by Maintenance Staff	\$0	\$0
Management (General Manager and Field Ops)	Full Time	\$181,791	\$15,149
Maintenance	Full Time	\$78,691	\$6,558
		<b>\$292,079</b>	<b>\$24,340</b>

Full Operation (Based on needs of the community. Date TBD)			
Position	Staffing Detail	Annual	Monthly
Facility Attendants	Office hours- 8 hours/6 days with weekend seasonal staff	\$80,748	\$6,729
Janitorial	30 hours weekly	\$41,399	\$3,450
Management (General Manager and Field Ops)	Full Time	\$190,448	\$15,871
Maintenance	Full Time	\$74,614	\$6,218
		<b>\$387,209</b>	<b>\$32,267</b>

# Tab 8



# community advisors, LLC

Reserve Study Professionals





December 19, 2023

District Supervisors  
Cross Creek CDD  
C/o Vesta Property Services  
2895 Big Oak Drive  
Green Cove Springs, Florida 32043

Re: Level I Reserve Study for Cross Creek North CDD

Dear Supervisors:

Thank you for the opportunity to submit a New Reserve Study with Site Visit proposal for this District. We have worked with many Districts providing accurate funding plans for future component replacement. Principle Charles Sheppard served as a District Supervisor therefore has valuable experience with both finances and operating procedures that are specific to Community Development Districts.

All work is completed or supervised by Reserve Analyst who have been awarded professional certifications of Certified Construction Inspector (CCI), Professional Reserve Analyst (PRA) and Reserve Specialist (RS) signifying broad experience with successful results. Your reserve study is completed following guidelines for Reserve Studies established by the Association of Professional Reserve Analysts (APRA) and the Community Associations Institute (CAI).

Best Regards,

Charles R. Sheppard *RS PRA CCI*  
President & Reserve Analyst



## Scope of Work for District

Entry Features, Pools, Residents Center, Sport Courts, Playground, Stormwater System, Streets with components evaluated that include:

- Roof and exterior walls
- Interior finishes
- Mechanical, Electrical, Plumbing
- Fencing/Mailboxes
- Parking lot /Walks/Curbs
- Fitness equipment
- Sport court components
- Play equipment, misc. items
- Pools and equipment
- Other components identified at site visit.

## Terms of Service

### Physical Analysis

- ❖ The site visit includes meeting with your representative to discuss any maintenance or operational concerns. We observe major components to determine quantity, age, condition and remaining useful life. Quantities are determined by field measurement and internet measurement tools or aerial measurement services.
- ❖ Building walls, trim and other features are observed from ground level. Flat roofs are observed only if safe fixed stair access is available. Pitched roofs are observed from ground level. Building Systems are not operated.
- ❖ Upon completion of the site visit, an inventory of major components is established which includes quantity, replacement cost and remaining useful life. We recommend you review this information and provide historical cost and previous replacement time for any components.

### Financial Analysis

- ❖ A review of your current funding plan is completed to determine fund status and performance. We provide a funding plan using the Cash Flow Method (pooled cash) with a funding goal of adequate funding which keeps reserves above a percent funded or balance threshold level. If component funding (line item) is used, then full funding is the funding goal with the understanding we included inflation of replacement cost and interest earned on reserve funds.

### Your Reserve Study Includes

- ❖ Executive summary with current funding status, fund balances and assumptions.
- ❖ Cash Flow or Component Funding Plan and 30-Year cash flow projection.
- ❖ Inventory of major components with replacement cost, useful and remaining life projections.
- ❖ Various charts and photographs of major components.
- ❖ Completed Report is sent via email in a PDF file. Printed & bound copies available at additional cost.

### Payment Agreement & Terms

To maintain excellent customer service and requested delivery schedules we ask that your acceptance of this proposal is made within 30 days. Signed proposals received after 30 days are subject to revision of delivery time and cost. If indicated a deposit fee may be required with signed agreement to place your project in our production schedule and begin your study. A progress payment may be requested upon completion of site visit depending on the size of the project. Remaining fee is due upon receipt of the preliminary report. Payments not received 30 days after invoice date are assessed a 1.5% late fee per month. After 90 days past, due payments will be subject to addition charges for collection including attorney fees and other reasonable cost incurred by Community Advisors, LLC. We are available to meet with you and discuss your Reserve Study subject to availability and travel expenses. We are always available by phone at no cost. We will modify your Reserve Study one time at no additional cost if requested within 90 days of issue and all fees have been paid. Modification requested after report is issued may require additional cost.

This agreement for consulting services is accepted this date:

Professional Fee: \$3,900.00      Deposit Required: -0-

Delivery of Draft Report is typically 4-6 weeks after completion of site visit

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



# Partial Client List

## Community Development Districts

Tolomato, (Nocatee)  
Amelia Concourse  
Tisons Landing  
Amelia Walk  
South Village  
Sampson Creek  
Middle Village  
Ridgewood Trails  
Glen St. Johns  
Bartram Springs  
Rivers Edge  
Aberdeen  
Durbin Crossing  
St. Johns Forrest  
Dunes Utility  
Double Branch  
Pine Ridge  
Brandy Creek  
Turnbull Creek  
Arlington Ridge  
Magnolia West  
Trails  
Southaven  
Madeira  
Beach  
Armstrong

## Communities

Hammock Dunes Communities  
Queens Harbour - Jacksonville, FL  
The Georgia Club - Statham, GA  
Corolla Light POA - Corolla, NC  
The Landings - Skidaway Island, GA  
Beresford Hall Assembly - North Charleston, SC  
Cumberland Harbour - St. Mary's, GA  
Villas of Nocatee - Jacksonville, FL  
Vizcaya HOA - Jacksonville, FL  
Cimarrone POA - St. Johns, FL  
Deercreek Country Club Owners Association - Jacksonville, FL  
Deerwood Country Club - Jacksonville, FL  
Coastal Oaks - Ponte Vedra, FL  
Preserve at Summer Beach - Fernandina Beach, FL  
Amelia Park Neighborhood - Fernandina Beach, FL  
Amelia Oaks - Fernandina Beach, FL  
Coastal Oaks Amelia - Fernandina Beach, FL  
Oyster Bay POA - Fernandina, FL  
Oyster Bay Yacht Club - Fernandina, FL  
Ocean Breeze HOA - Fernandina Beach, FL  
The Enclave at Summer Beach - Fernandina Beach, FL  
RiverPlace at Summer Beach - Fernandina Beach, FL  
Amelia National - Fernandina, FL

## **Condominiums**

Carlton Dunes - Amelia Island, FL  
Spyglass Villas - Amelia Island, FL  
Ocean Club Villas - Amelia Island, FL  
Sand Dollar Condominium - Amelia Island, FL  
Captain's Court - Amelia Island, FL  
Dunes Club Villas - Amelia Island, FL  
Villas at Summer Beach - Amelia Island, FL  
Beachwood Villas - Amelia Island, FL  
Coastal Cottages - Amelia Island, FL  
Harrison Cove - Amelia Island, FL  
Marina San Pablo - Jacksonville, FL  
Latterra at World Golf - St. Augustine, FL  
Cumberland On Church - Nashville, TN  
Surf Club III - Palm Coast, FL  
The Peninsula - Jacksonville, FL  
The Plaza at Berkman Plaza - Jacksonville, FL  
1661 Riverside - Jacksonville, FL  
Seascape - Jacksonville Beach, FL  
Southshore Condominium - Jacksonville Beach, FL  
Ocean Villas at Serenata Beach - St. Augustine, FL  
Watermark - Jacksonville Beach, FL  
Oceanic Condominium - Jacksonville Beach, FL  
Ocean 14 Condominium - Jacksonville Beach, FL  
Serena Point Condominium - Jacksonville Beach, FL  
Oceania Condominium - Jacksonville Beach, FL

## **Active Adult Communities**

Del Webb Ponte Vedra - Ponte Vedra, FL  
Stone Creek by Del Webb - Ocala, FL  
Villages of Seloy - St. Augustine, FL  
Cascades at World Golf Village - St. Augustine, FL  
The Haven at New Riverside - Bluffton, SC  
Artisan Lakes - Jacksonville, FL

## **Religious/Schools**

St. Mark's Episcopal Church - Brunswick, GA  
Memorial Presbyterian - St. Augustine, FL  
Grace Mem. Presbyterian - St. Augustine, FL  
Trinity Episcopal Church - St. Augustine, FL  
St. Mark's Towers - Brunswick, GA  
Isle of Faith Methodist - Jacksonville, FL  
Deermeadows Baptist - Jacksonville, FL  
Frederica Academy - St. Simons Island, GA  
Fishburne Military School - Waynesboro, VA  
The Greenwood School - Jacksonville, FL

# Reserve Analyst & Inspector's Credentials

## Charles R. Sheppard RS PRA CCI

Charlie Sheppard is the owner and President of Community Advisors which provides capital reserve analysis, consulting services, commercial inspections and project management for community associations, private clubs, churches, schools and other entities.

He has over 30 years of experience in real estate development, property operation, commercial property inspections and construction management. He has participated on the development team for large planned unit developments and mid-rise office building parks. He has also worked for many years as commercial construction manager for a wide range of structures including medical facilities, office buildings, churches, restaurants, clubhouses, infrastructure installation and remodeling and repositioning of properties to match market conditions.

Areas of expertise include mechanical and electrical systems, energy management systems, life safety systems, plumbing systems, building envelope and roof components. Horizontal improvement experience include marine structures, street and site concrete construction, utilities, site work and landscaping improvements.

Inspection projects include: High rise office and residential buildings, restaurants, industrial properties, churches, private schools, private clubs, marinas, medical facilities, warehouse and industrial properties, water treatment facilities and residential properties.

Charlie is a regular speaker at CAI events, teaches continuing education classes and enjoys attending Board of Director meetings to share the benefits of Reserve Planning. He has also published articles on Capital Reserve Analysis and Construction Management.

**Education** - Virginia Polytechnic Institute & State University - BS

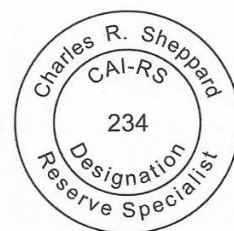
**License** - Certified General Contractor, Certified Home Inspector - Florida

### Professional Designations & Memberships

Certified Construction Inspector, (CCI) Association of Construction Inspectors

Professional Reserve Analyst, (PRA) Association of Professional Reserve Analyst APRA

Reserve Specialist, (RS) Community Associations Institute CAI





# Property Wellness Reserve Study Program Proposal Level I Reserve Study

Reserve Advisors, LLC  
201 E. Kennedy Boulevard, Suite 1150  
Tampa, FL 33602  
(800) 980-9881  
[reserveadvisors.com](http://reserveadvisors.com)

Cross Creek Community Development District  
Green Cove Springs, FL



## Reserve Advisors

### Your Property Wellness Consultants



### Our Property Wellness Reserve Study Program

Your home is the most expensive personal property you will ever own. The responsibility for preserving its value reaches beyond your home to include the spaces you share with your neighbors. Structures, systems, streets and amenities must be maintained to protect the value of your investment. But the required responsibility often stretches beyond individual knowledge and expertise. That's why associations turn to Reserve Advisors. As your property wellness consultants, our reserve study helps associations understand their assets, expected lifespans, and both the budgets and maintenance needed to keep them in great working order.



# A Proactive Property Wellness Program

Our engineers provide a thorough evaluation of your property and shared assets, and create a strong, informed plan to maximize your community’s physical and financial wellness for the long haul. Because proactive care ensures that your shared property is cared for the way you would care for your home. We have been helping communities thrive for over 30 years. But the job we are obsessed with is making sure you and your neighbors have what you need to protect your property today, and prevent costly and avoidable repairs tomorrow. It is the best way to care for the place that makes you feel welcome, safe, secure and proud.



### Threshold Funding Strategy

The most stable and equitable approach to funding reserves, this strategy aggregates all future expenditures and calculates annual reserve contributions such that the reserve balance never falls below a minimum threshold.

# Helping Communities Thrive for Over 30 Years

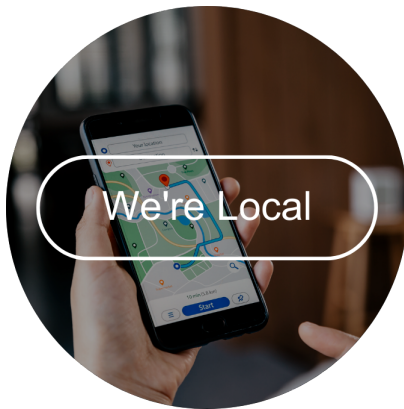
Reserve Advisors has prepared over 29,000 reserve studies for common interest realty associations nationwide. Our service area is one of the largest in the industry.

Through the leadership of our founders, John Poehlmann and Theodore Salgado, we helped pioneer the standards that all reserve study providers are measured by today. This success comes from our independence, extensive knowledge and experience. We pride ourselves on delivering unbiased recommendations that give community associations the plans they need to ensure the future well-being of their property.

**60+**  
ENGINEERS

**29,000**  
RESERVE STUDIES CONDUCTED

**300+**  
YEARS OF RESERVE STUDY EXPERIENCE



## Local Conditions

Drawing upon our broad national experience, we recognize the profound impact local conditions have on the wear and tear of common property and subsequent replacement needs.

## Local Costs

Our exclusive database of client project costs grants you real-time access to localized pricing, ensuring that your reserve study projections are not reliant on standardized costs.

# Level I Full Reserve Study



	LEVEL I	LEVEL II	LEVEL III
	<b>FULL RESERVE STUDY</b>	<b>RESERVE STUDY UPDATE WITH SITE-VISIT</b>	<b>RESERVE STUDY WITHOUT SITE-VISIT</b>
		<b>RESERVE STUDY PROCESS</b>	
ONSITE VISUAL INSPECTION	✓	✓	
PRE-INSPECTION MEETING	✓	✓	
COMPONENT INVENTORY PLUS COMPONENT QUANTITIES & MEASUREMENTS	Established	Re-Assessed/Evaluated	Reflects prior study
CONDITION ASSESSMENTS	Based on visual observation	Based on visual observation	As reported by association
USEFUL LIFE ESTIMATES	Based on engineer's condition assessment	Based on engineer's condition assessment	Based on client's reported condition
VALUATION/COST ESTIMATES VIA PROPRIETARY BID DATABASE	Established for each reserve component	Re-evaluated for each reserve component	Re-evaluated for each reserve component
		<b>KEY DELIVERABLES</b>	
MEETS AND EXCEEDS CAI'S NATIONAL RESERVE STUDY STANDARDS	✓	✓	✓
PRIORITIZED LIST OF CAPITAL EXPENDITURES	✓	✓	✓
CUSTOMIZED RECOMMENDED FUNDING PLAN(S)	✓	✓	✓
RECOMMENDED PREVENTATIVE MAINTENANCE ACTIVITIES	✓	✓	
INCLUSION OF LONG-LIVED ASSETS	✓	✓	✓
ELECTRONIC REPORT	Comprehensive report with component detail	Comprehensive report with component detail	Executive summary overview
EXCEL SPREADSHEETS	✓	✓	✓
SUPPORT WITH IMPLEMENTATION OF REPORT	✓	✓	✓
COMPLIMENTARY REPORT REVISION	✓	✓	
<b>UNCONDITIONAL POST-STUDY SUPPORT AT NO ADDITIONAL COST INCLUDING REPORT PRESENTATION</b>	✓	✓	✓
	<b>RECOMMENDED SERVICE LEVEL</b>		

We are proposing a Level I Full Reserve Study. This service involves developing a component list and quantification of each item - a crucial aspect often overlooked by unqualified providers. This service is suitable for communities that have never undergone a reserve study, as well as those contemplating a change in reserve study providers. Conducting a Level I Reserve Study allows us to not only verify the accuracy of the component inventory and related quantities/measurements with certainty - the foundation of any reserve study - but to also present capital planning recommendations with unwavering confidence.



# Property Wellness Reserve Study Program - Level I

**Reserve Advisors will perform a Level I Reserve Study** in accordance with Community Associations Institute (CAI) National Reserve Study Standards. Your reserve study is comprised of the following:

**Physical Analysis:** The reserve study consultant will develop a detailed list of reserve components, also known as a component inventory, and related quantities for each. We will complete a condition assessment or physical evaluation for each reserve component and the current condition of each will be documented with photographs. Life and cost estimates will be performed to determine estimated useful lives, remaining useful lives and current cost of repair or replacement.

**Financial Analysis:** The reserve study consultant will identify the current reserve fund status in terms of cash value and prepare a customized funding plan. The funding plan outlines recommended annual reserve contributions to offset the future cost of capital projects over the next 30 years.

## Property Description

Cross Creek Community Development District comprises 2,895 homes. We've identified and will include the following reserve components:

Fitness Room(s), Clubhouse(s), Sport Court(s), Pond(s), Playground(s), Pool(s), Pool House(s), Streets and Curbs, Access Drives, Parking Areas and/or Driveways, Gate House(s), Post or Pole Lights, Sidewalks, Irrigation System, Landscaping, Monuments, Signage, Water Features, Amenity Rooms, RV Storage Lot, and other property specifically identified that you'd like us to include.

*Scope of work includes all property owned-in-common as defined in your association's declaration and other property specifically identified that you'd like us to include.*

# Key Elements of Your Level I Property Wellness Reserve Study Program

## Reserve Advisors' Exclusive Tools

Reserve Advisors' exclusive tools allow you to make informed decisions to maintain your association's long-term physical and financial health.



### Reserve Expenditures

View your community's entire schedule of prioritized expenditures for the next 30-years on one easy-to read spreadsheet.

[View Example](#)



### Funding Plan

Establishes the most stable and equitable recommended annual reserve contributions necessary to meet your future project needs.

[View Example](#)



### Reserve Funding Graph

Highlights your community's current financial health and provides visibility to your projected cash flow over the next 30 years.

[View Example](#)



### Component Specific Details

Including photographic documentation of conditions, project specific best practices outlining the scope of future projects, and preventative maintenance activities to maximize component useful lives.

[View Example](#)



### Excel Spreadsheets

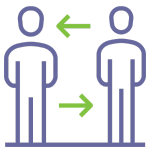
Empowering you to make more informed decisions by adjusting project schedules, future costs, and annual contributions in real time.

## Our 100% Assurance Guarantee

We're so confident of your satisfaction, we give you a 100% Assurance Guarantee. If you do not understand our findings and recommendations, just contact us. Our team will do whatever it takes to ensure you have complete confidence in interpreting the results and applying the recommendations outlined in your reserve study.



We understand your property is your biggest investment. Here's why our solution is the best solution for your community:



### Full Engagement

It's our job to understand your specific concerns and to discuss your priorities in order to ensure your reserve study experience exceeds expectations.



### Detailed Understanding

We will do whatever it takes to ensure you have complete confidence in interpreting and putting into practice our findings and recommendations.



### Ongoing Support

Unlike other firms, we provide current and future boards with additional insight, availability to answer questions and guidance well beyond report delivery.

# The Time to Protect Your Property's Long-Term Health is Now

This proposal, dated 12 / 12 / 2023, for a **Level I Property Wellness Reserve Study**, is valid for 90 days.

## To Start Your Property Wellness Level I Reserve Study Program Today:

### 1. Select the service options below to confirm scope of engagement

Service	Price
Reserve Study (Level I) This service includes a pre-project meeting to discuss your unique needs and priorities with our engineer. You'll receive: 1) a PDF report with 30-year expenditure and funding plan tables, 2) Excel spreadsheet with formulas, and 3) Complimentary support with implementation of your study and ongoing guidance.	\$8,850.00
<b>Total</b>	<b>\$8,850.00</b>

### 2. E-sign below

Signature:

Title:

Name:

Date:

For: Cross Creek Community Development

District

### 3. Pay \$4,425.00

Retainer via mail or ACH

#### Mailing Address

Reserve Advisors, LLC  
735 N. Water Street, Suite  
175  
Milwaukee, WI 53202

#### ACH

**Checking Account Number:** 151391168  
**Routing Number:** 075905787  
**Financial Institution:** First Business Bank  
17335 Golf Parkway, Suite 150 | Brookfield, WI 53045

*You will receive your electronic report approximately four (4) weeks after our inspection, based on timely receipt of all necessary information from you. Authorization to inspection time varies depending on demand for our services. This proposal, dated 12 / 12 / 2023, is valid for 90 days, and may be executed and delivered by facsimile, portable document format (.pdf) or other electronic signature pages, and in any number of counterparts, which taken together shall be deemed one and the same instrument. One complimentary hard copy report is available upon request.*

## Professional Service Conditions

**Our Services** - Reserve Advisors, LLC (“RA” or “us” or “we”) performs its services as an independent contractor in accordance with our professional practice standards and its compensation is not contingent upon our conclusions. The purpose of our reserve study is to provide a budget planning tool that identifies the current status of the reserve fund, and an opinion recommending an annual funding plan, to create reserves for anticipated future replacement expenditures of the subject property. The purpose of our energy benchmarking services is to track, collect and summarize the subject property’s energy consumption over time for your use in comparison with other buildings of similar size and establishing a performance baseline for your planning of long-term energy efficiency goals.

Our inspection and analysis of the subject property is limited to visual observations, is noninvasive and is not meant to nor does it include investigation into statutory, regulatory or code compliance. RA inspects sloped roofs from the ground and inspects flat roofs where safe access (stairs or ladder permanently attached to the structure) is available. Our energy benchmarking services with respect to the subject property is limited to collecting energy and utility data and summarizing such data in the form of an Energy Star Portfolio Manager Report or any other similar report, and hereby expressly excludes any recommendations with respect to the results of such energy benchmarking services or the accuracy of the energy information obtained from utility companies and other third-party sources with respect to the subject property. The reserve report and any energy benchmarking report (i.e., any Energy Star Portfolio Manager Report) (including any subsequent revisions thereto pursuant to the terms hereof, collectively, the “Report”) are based upon a “snapshot in time” at the moment of inspection. RA may note visible physical defects in the Report. The inspection is made by employees generally familiar with real estate and building construction. Except to the extent readily apparent to RA, RA cannot and shall not opine on the structural integrity of or other physical defects in the property under any circumstances. Without limitation to the foregoing, RA cannot and shall not opine on, nor is RA responsible for, the property’s conformity to specific governmental code requirements for fire, building, earthquake, occupancy or otherwise.

RA is not responsible for conditions that have changed between the time of inspection and the issuance of the Report. RA does not provide invasive testing on any mechanical systems that provide energy to the property, nor can RA opine on any system components that are not easily accessible during the inspection. RA does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, environmental mold or other potentially hazardous materials or structural defects that are latent or hidden defects which may or may not be present on or within the property. RA does not make any soil analysis or geological study as part of its services, nor does RA investigate vapor, water, oil, gas, coal, or other subsurface mineral and use rights or such hidden conditions, and RA assumes no responsibility for any such conditions. The Report contains opinions of estimated replacement costs or deferred maintenance expenses and remaining useful lives, which are neither a guarantee of the actual costs or expenses of replacement or deferred maintenance nor a guarantee of remaining useful lives of any property element.

RA assumes, without independent verification, the accuracy of all data provided to it. Except to the extent resulting from RA’s willful misconduct in connection with the performance of its obligations under this agreement, you agree to indemnify, defend, and hold RA and its affiliates, officers, managers, employees, agents, successors and assigns (each, an “RA Party”) harmless from and against (and promptly reimburse each RA Party for) any and all losses, claims, actions, demands, judgments, orders, damages, expenses or liabilities, including, without limitation, reasonable attorneys’ fees, asserted against or to which any RA Party may become subject in connection with this engagement, including, without limitation, as a result of any false, misleading or incomplete information which RA relied upon that was supplied by you or others under your direction, or which may result from any improper use or reliance on the Report by you or third parties under your control or direction or to whom you provided the Report. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY (IF ANY) OF RA WITH RESPECT TO THIS AGREEMENT AND RA’S OBLIGATIONS HEREUNDER IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY RECEIVED BY RA FROM YOU FOR THE SERVICES AND REPORT PERFORMED BY RA UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. YOUR REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE YOUR SOLE REMEDIES FOR ANY FAILURE OF RA TO COMPLY WITH ITS OBLIGATIONS HEREUNDER OR OTHERWISE. RA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS AND LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF RA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. RA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR OF ANY NATURE, WITH REGARD TO THE SERVICES AND THE REPORT, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Professional Service Conditions - Continued

**Report** - RA will complete the services in accordance with the Proposal. The Report represents a valid opinion of RA's findings and recommendations with respect to the reserve study and is deemed complete. RA will consider any additional information made available to RA within 6 months of issuing the Report and issue a revised Report based on such additional information if a timely request for a revised Report is made by you. RA retains the right to withhold a revised Report if payment for services was not tendered in a timely manner. All information received by RA and all files, work papers or documents developed by RA during the course of the engagement shall remain the property of RA and may be used for whatever purpose it sees fit. RA reserves the right to, and you acknowledge and agree that RA may, use any data provided by you in connection with the services, or gathered as a result of providing such services, including in connection with creating and issuing any Report, in a de-identified and aggregated form for RA's business purposes.

**Your Obligations** - You agree to provide us access to the subject property for an on-site visual inspection. You agree to provide RA all available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete the Report. Additionally, you agree to provide historical replacement schedules, utility bills and historical energy usage files that RA requests and deems necessary to complete the energy benchmarking services, and you agree to provide any utility release(s) reasonably requested by RA permitting RA to obtain any such data and/or information from any utility representative or other third party. You agree to pay actual attorneys' fees and any other costs incurred to collect on any unpaid balance for RA's services.

**Use of Our Report** - Use of the Report is limited to only the purpose stated herein. You acknowledge that RA is the exclusive owner of all intellectual property rights in and relating to the Report. You hereby acknowledge that any use or reliance by you on the Report for any unauthorized purpose is at your own risk and that you will be liable for the consequences of any unauthorized use or distribution of the Report. Use or possession of the Report by any unauthorized third party is prohibited. The Report in whole or in part is not and cannot be used as a design specification for design engineering purposes or as an appraisal. You may show the Report in its entirety to the following third parties: members of your organization (including your directors, officers, tenants and prospective purchasers), your accountants, attorneys, financial institutions and property managers who need to review the information contained herein, and any other third party who has a right to inspect the Report under applicable law including, but not limited, to any government entity or agency, or any utility companies. Without the written consent of RA, you shall not disclose the Report to any other third party. By engaging our services, you agree that the Report contains intellectual property developed (and owned solely) by RA and agree that you will not reproduce or distribute the Report to any party that conducts reserve studies or energy benchmarking services without the written consent of RA.

RA will include (and you hereby agree that RA may include) your name in our client lists. RA reserves the right to use (and you hereby agree that RA may use) property information to obtain estimates of replacement costs, useful life of property elements or otherwise as RA, in its sole discretion, deems appropriate.

**Payment Terms, Due Dates and Interest Charges** - If reserve study and energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and prior to the inspection by RA, and any balance is due net 30 days from the Report shipment date. If only energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and any balance is due net 30 days from the Report shipment date. In any case, any balance remaining 30 days after delivery of the Report shall accrue an interest charge of 1.5% per month. Unless this agreement is earlier terminated by RA in the event you breach or otherwise fail to comply with your obligations under this agreement, RA's obligations under this agreement shall commence on the date you execute and deliver this agreement and terminate on the date that is 6 months from the date of delivery of the Report by RA. Notwithstanding anything herein to the contrary, each provision that by its context and nature should survive the expiration or early termination of this agreement shall so survive, including, without limitation, any provisions with respect to payment, intellectual property rights, limitations of liability and governing law.

**Miscellaneous** – Neither party shall be liable for any failures or delays in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, pandemic, wrecks or delays in transportation, or due to any other cause beyond such party's reasonable control; provided, however, that you shall not be relieved from your obligations to make any payment(s) to RA as and when due hereunder. In the event of a delay in performance due to any such cause, the time for completion or date of delivery will be extended by a period of time reasonably necessary to overcome the effect of such delay. You may not assign or otherwise transfer this agreement, in whole or in part, without the prior written consent of RA. RA may freely assign or otherwise transfer this agreement, in whole or in part, without your prior consent. This agreement shall be governed by the laws of the State of Wisconsin without regard to any principles of conflicts of law that would apply the laws of another jurisdiction. Any dispute with respect to this agreement shall be exclusively venued in Milwaukee County Circuit Court or in the United States District Court for the Eastern District of Wisconsin. Each party hereto agrees and hereby waives the right to a trial by jury in any action, proceeding or claim brought by or on behalf of the parties hereto with respect to any matter related to this agreement.

## **Tab 9**



# Proposal

**Pavement Maintenance, Inc.**  
**P.O. Box 65909**  
**Orange Park, Fl 32065**

Date	Proposal #
2/5/2024	103712b

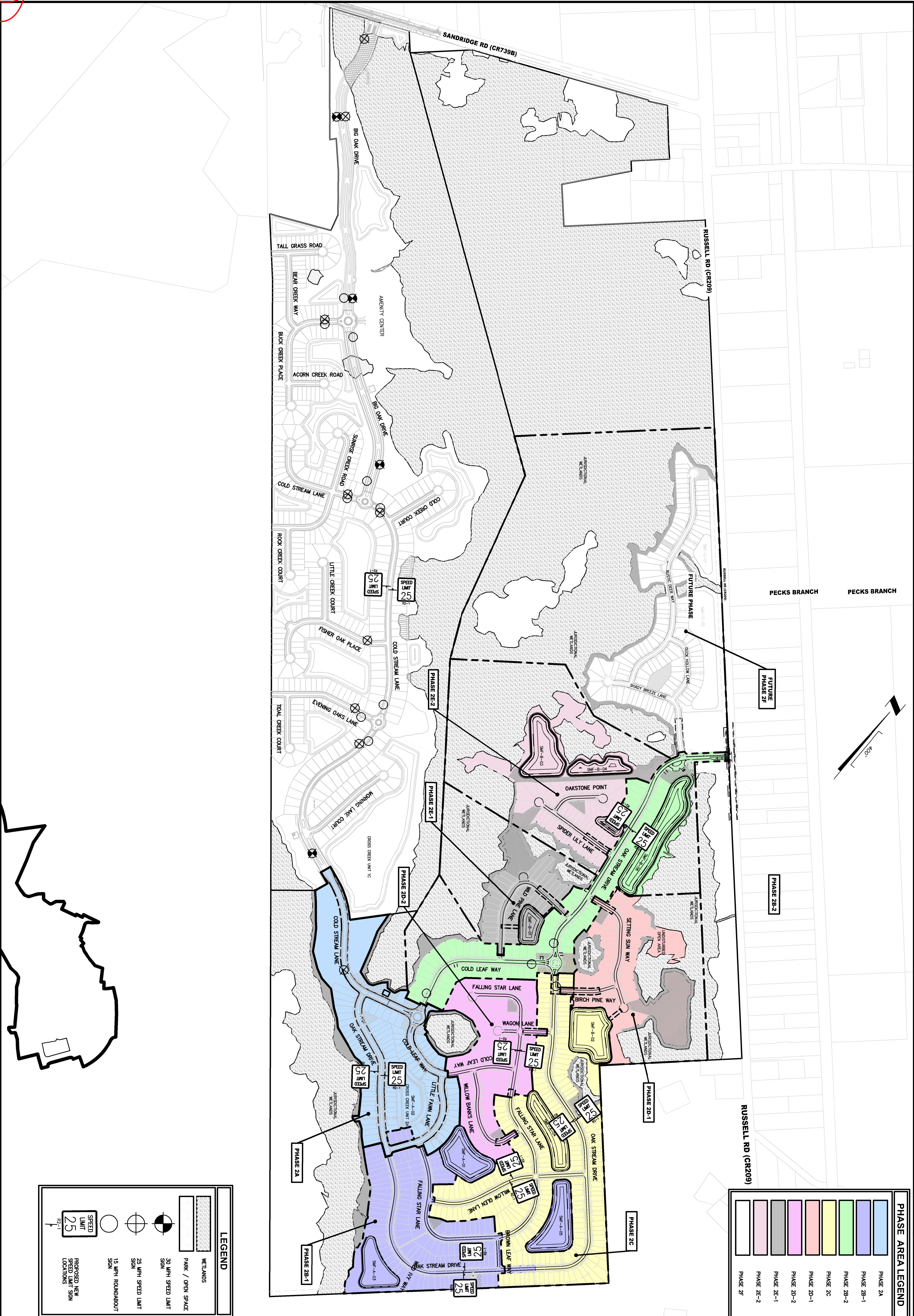
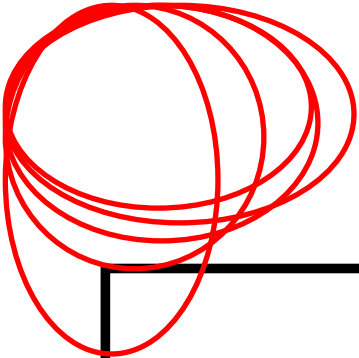
Customer	
Cross Creek north CDD C/O Rizzetta and Co. 3434 Colwel Ave suite 200 Tampa fl. 33614	
Attn To	David

Job Name & Address			
Cross Creek North:Signs Clay County			
Estimator	Joyce	DOP	

Description	Qty	U/M
1.Stop sign pole bent. Sign is good ( Oak Stream Dr. and Shady Breeze Ln. in the mail box loop)	1	EA
2.Stop sign rivet bad. Did not get set in pole properly. (Setting sun way & Birch pine)	1	EA
3.Street sign never installed on top of stop signs Falling Star and Brown Leaf way.	1	EA
4.Street sign never installed on top of stop sign. Brown Leaf Way & Oak Stream drive.	1	EA
5.Ped X Post bent near ( Oak Stream Dr. and Shady Breeze Ln. in the mail box loop)	1	EA
6.Need a 30 MPH speed limit sign. Pole is there but no sign .Just past round about in front of RV lot at Amenity center coming into neighborhood.	1	EA
Supply and Install 24"x30" High Intensity (R2-1) 25 MPH Speed Limit Sign on 2 3/8" Galvanized Round Post with Cap.	14	EA
Supply and Install 30" (W14-2) High Intensity "NO OUTLET" Sign on 2 3/8" Galvanized Round Post with Cap.	1	EA
Notes: 1. Price is based on work to be completed Monday-Friday during normal business hours. 2. Due to current market volatility, prices are good for 30 days.		

<b>Acceptance Signature</b>			<b>Total</b>	<b>\$6,185.00</b>
Phone #	Fax #	E-mail	<b>Terms</b>	
904-213-1080	904-213-1134	rogerspm904@comcast.net	Net 30	





LEGEND	
	WETLANDS
	PARK / OPEN SPACE
	30 MPH SPEED LIMIT SIGN
	25 MPH SPEED LIMIT SIGN
	15 MPH ROUNDABOUT SIGN
	PROPOSED NEW SPEED LIMIT SIGN LOCATIONS

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

**MASTER SITE PLAN**

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



**England-Thoms & Miller, Inc.**  
 14775 Old St. Augustine Road  
 Jacksonville, FL 32258  
 TEL: (904) 642-8990  
 FAX: (904) 646-8485  
 REG - 2584 LC - 0000316

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

REVISIONS:

PLANS PREPARED UNDER THE DIRECTION OF:  
 NEAL J.D. MILLIGAN  
 P.E. NUMBER: 45951

DRAWING NUMBER  
**3**

# Tab 10



This agreement dated November 30, 2023 is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Cross Creek North CDD c/o Rizzetta & Company

Address 3434 Colwell Ave, Ste 200

City Tampa State FL Zip 33614

Phone 904-436-6270 Cell \_\_\_\_\_

E-mail lgallagher@rizzetta.com

Hereinafter called "CLIENT".

- 1. Charles Aquatics, Inc.**, agrees to provide **Five (5) aluminum fish barriers** in accordance with the terms and conditions of this Agreement at the following location(s): Ponds 21, 22, 23, 24 and 25.
- 2. CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed services:

Pond 21: Fabricate and install 1 fish barrier 1 s.f. @ \$45/s.f.	\$45.00
Pond 22: Fabricate and install 1 fish barrier 4 s.f.@ \$45/s.f.	\$180.00
Pond 23: Fabricate and install 1 fish barrier 6.5 s.f.\$45/s.f.	\$292.50
Pond 24: Fabricate and install 1 fish barrier 4 s.f. \$45/s.f.	\$180.00
Pond 25: Fabricate and install 1 fish barrier 3 s.f.\$45/s.f.	\$135.00

**Total price**

**\$832.50**

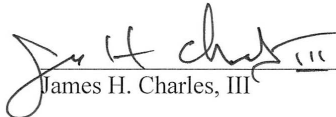
Terms & Conditions:

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

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

- 3) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc. within 30 days.**
- 4) **Insurance Coverage - Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 5) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 6) **Authorized Agent - CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 7) **Damages - Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 8) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 9) **Alterations and Modifications** - This two (2) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

Charles Aquatics, Inc.

  
James H. Charles, III

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

\_\_\_\_\_  
Date

# **Tab 11**



This agreement dated December 26, 2023 is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

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

Address 3434 Colwell Ave, Suite 200

City Tampa State FL Zip 33614

Phone 904-436-6270 Cell \_\_\_\_\_

E-mail lgallagher@rizzetta.com

Hereinafter called "CLIENT".

1. **Charles Aquatics, Inc.**, agrees to provide Grass Carp Stocking in accordance with the terms and conditions of this Agreement.
2. CLIENT agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed services:

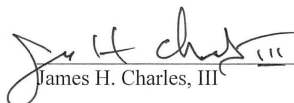
Pond 8: 60 Grass Carp @ \$8.00 each	\$480.00
Pond 11: 2 Grass Carp @ \$8.00 each	\$16.00
Pond 12: 8 Grass Carp @ \$8.00 each	\$64.00
Pond 13: 125 Grass Carp @ \$8.00 each	\$1,000.00
Pond 14: 2 Grass Carp @ \$8.00 each	\$16.00
Pond 15: 5 Grass Carp @ \$8.00 each	\$40.00
Pond 16: 8 Grass Carp @ \$8.00 each	\$64.00
Pond 17: 5 Grass Carp @ \$8.00 each	\$40.00
Pond 18: 15 Grass Carp @ \$8.00 each	\$120.00
Pond 19: 2 Grass Carp @ \$8.00 each	\$16.00
Pond 20: 12 Grass Carp @ \$8.00 each	\$96.00
Pond 21: 12 Grass Carp @ \$8.00 each	\$96.00
Pond 22: 9 Grass Carp @ \$8.00 each	\$72.00
Pond 23: 12 Grass Carp @ \$8.00 each	\$96.00
Pond 24: 15 Grass Carp @ \$8.00 each	\$120.00
Pond 25: 2 Grass Carp @ \$8.00 each	<u>\$16.00</u>

Total \$2,352.00

Terms & Conditions:

- 1) Payment for entire balance of service is **due no later than 30 days after date of the invoice.**
- 2) **Non-Payment, Default** - In the case of non-payment by the **CLIENT, Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one-half percent (1.5%) per month may be assessed for the period of delinquency.
- 3) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **January 31, 2024.**
- 4) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**.
- 5) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 6) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 7) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 8) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 9) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 10) **Alterations and Modifications** - This two (2) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

CHARLES AQUATICS, INC.

  
James H. Charles, III

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

\_\_\_\_\_  
Date

## **Tab 12**





# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

December 11, 2023

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

We are pleased to confirm our understanding of the services we are to provide Cross Creek North Community Development District, Clay County, Florida ("the District") for each of the fiscal years ended September 30, 2023, 2024 and 2025. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Cross Creek North Community Development District as of and for the fiscal years ended September 30, 2023, 2024 and 2025. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2023 audit.

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

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

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

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

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

## **Audit Objectives**

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

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

**Examination Objective**

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

**Other Services**

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

**Management Responsibilities**

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

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

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

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

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

#### **Audit Procedures—General**

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

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

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

#### **Audit Procedures—Internal Control**

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

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

#### **Audit Procedures—Compliance**

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

#### **Engagement Administration, Fees, and Other**

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

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

Our fee for these services will not exceed \$6,700 for the September 30, 2023 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. The fees for fiscal years 2024 and 2025 will not exceed \$6,800 and \$6,900, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

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

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

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

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

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Cross Creek North Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



\_\_\_\_\_  
Antonio J. Grau

RESPONSE:

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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



Peer Review  
Program

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

**March 17, 2023**

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

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

## **TAB 13**



## Coverage Agreement Endorsement

**Endorsement No.:** 1 **Effective Date:** 01/05/2024  
**Member:** Cross Creek North Community Development **Agreement No.:** 100123302  
District

**Coverage Period:** October 1, 2023 to October 1, 2024

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In consideration of **an additional premium of \$17,851.00**, the coverage agreement is amended as follows:

Property & Inland Marine


Added:

As per the property and inland marine schedule attached.

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

Issued: January 17, 2024

Authorized by: 



**Cross Creek North Community Development District**

Policy No.: 100123302  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Const Type	Term Date		Contents Value
	Roof Shape	Roof Pitch						
1	Entry Monument w/ Water Feature		2019	10/01/2023	\$300,000		\$300,000	
	Sandridge Road and Big Oak Drive Green Cove Springs FL 32043		Joisted masonry	10/01/2024				
	Simple hip			Metal panel				
2	Irrigation System		2019	10/01/2023	\$50,000		\$50,000	
	Sandridge Road and Big Oak Drive Green Cove Springs FL 32043		Pump / lift station	10/01/2024				
3	Amenity Building		2020	10/01/2023	\$1,009,500		\$1,156,692	
	2895 Big Oak Drive Green Cove Springs FL 32043		Frame	10/01/2024	\$147,192			
	Complex			Asphalt shingles				
4	Zero-entry pool, splash pad, pumps & equipment		2020	10/01/2023	\$373,500		\$373,500	
	2895 Big Oak Drive Green Cove Springs FL 32043		Below ground liquid storage tank / pool	10/01/2024				
5	Pool Furniture		2020	10/01/2023	\$18,000		\$18,000	
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2024				
6	Playground Equipment & Shade Structure		2020	10/01/2023	\$50,000		\$50,000	
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2024				
7	Pickle Ball & Tennis Court w/ Shaded Bench & Fencing		2020	10/01/2023	\$85,000		\$85,000	
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2024				





**Cross Creek North Community Development District**

Policy No.: 100123302  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
8	Sand Volleyball Equipment and Border		2020	10/01/2023	\$10,000		\$10,000
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2024			
9	Canvas Pavilion - Pool		2020	10/01/2023	\$40,250		\$40,250
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2024			
10	Fencing		2020	10/01/2023	\$74,153		\$74,153
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2024			
11	Second Entry Monument		2022	10/01/2023	\$250,000		\$250,000
	Oak Stream Lane at Russell Road Green Cove Springs FL 32043		Non combustible	10/01/2024			
12	(2) Pickle Ball Courts & Fencing		2024	01/05/2024	\$62,000		\$62,000
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2024			
13	(3) Covered Canvas Structures		2024	01/05/2024	\$56,724		\$56,724
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2024			
14	Fencing for RV/Boat Storage Area		2024	01/05/2024	\$52,345		\$52,345
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2024			



**Cross Creek North Community Development District**

Policy No.: 100123302  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
15	Lap Pool with Equipment, Starting Blocks, Pool Pumps/Equipment and Lift Chair		2024	01/05/2024	\$615,200		\$615,200
	2895 Big Oak Drive Green Cove Springs FL 32043		Below ground liquid storage tank / pool	10/01/2024			
16	Fitness Room/Office Building		2024	01/05/2024	\$499,043		\$499,043
	2895 Big Oak Drive Green Cove Springs FL 32043		Frame	10/01/2024			
17	Changing/Restroom/Shower Building		2024	01/05/2024	\$332,250		\$332,250
	2891 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2024			
18	Restroom Building		2024	01/05/2024	\$70,000		\$70,000
	2929 Big Oak Drive Green Cove Springs FL 32043		Frame	10/01/2024			
<b>Total:</b>					Building Value	Contents Value	Insured Value
					\$3,947,965	\$147,192	\$4,095,157



Inland Marine Schedule

**Cross Creek North Community Development District**

**Policy No.:** 100123302  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Pond #2 Fountain is a 15 HP Fountain		Other inland marine	10/01/2023 10/01/2024	\$60,000	\$1,000
2	Pond #4 Fountain is a 7.5 HP Fountain		Other inland marine	10/01/2023 10/01/2024	\$22,000	\$1,000
3	Security Cameras & Access System		Other inland marine	10/01/2023 10/01/2024	\$57,000	\$1,000
4	Parking Lot and Facilities Exterior Lighting		Other inland marine	10/01/2023 10/01/2024	\$210,122	\$1,000
5	Pool Lift Chair (Permanently Mounted)		Other inland marine	10/01/2023 10/01/2024	\$5,000	\$1,000
				<b>Total</b>	<b>\$354,122</b>	

**TAB 14**

## RESOLUTION 2024-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE DUVAL COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Clay County Supervisor of Elections (“**Supervisor**”) to conduct the District’s elections by the qualified electors of the District at the general election (“**General Election**”).

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

1. **GENERAL ELECTION SEATS.** Seat 2, currently held by Mark Dearing, and Seat 3, currently held by James Teagle, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Duval County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **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.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 13th day of February, 2024.

**CROSS CREEK NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

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SECRETARY / ASSISTANT SECRETARY

**EXHIBIT A**

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES  
FOR THE BOARD OF SUPERVISORS OF THE  
CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Cross Creek North Community Development District (“District”) will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Clay County Supervisor of Elections located at 500 N Orange Ave, Green Cove Springs, FL 32043; Ph: [\(904\) 269-6350](tel:9042696350). All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Clay County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Cross Creek North Community Development District has two (2) seats up for election, specifically seats 2 and 3. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Clay County Supervisor of Elections.

**Publish on or before \_\_\_\_\_, 2024.**

## **TAB 15**



**RESOLUTION 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) shall exercise the powers granted to the District pursuant to Chapter 190, *Florida Statutes*, and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

**1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Robert Porter	2024
2	Mark Dearing	2024
3	James Teagle	2024
4	Shane Ricci	2026
5	Anthony Sharp	2026

This year, Seat 1, currently held by Robert Porter, is subject to a landowner election. The term of office for the successful landowner candidate shall commence upon election and shall be for a four year period. Seat 2, currently held by Mark Dearing, and Seat 3, currently held by James Teagle, are subject to a General Election process to be conducted by the Clay County Supervisor of Elections, which General Election process shall be addressed by a separate resolution.

**2. LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the \_\_\_\_\_ day of November, 2024, at \_\_\_\_\_:\_\_\_\_\_ a/p.m., and located at \_\_\_\_\_.

**3. PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

**4. FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its February 13, 2024 meeting. A sample notice of

landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at 2895 Big Oak Drive, Green Cove Springs, Florida 32043, or at the office of the District Manager, Rizzetta & Company, Inc., located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

**5. 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.

**6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2024.**

**CROSS CREEK NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
CHAIRPERSON / VICE CHAIRPERSON

\_\_\_\_\_  
SECRETARY / ASSISTANT SECRETARY

**EXHIBIT A**

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within the Cross Creek North Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately nine-hundred and seventy (970.12) acres, located generally bounded on the northwest by Sandridge Road and the northeast by Russell Road in Clay County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District’s Board of Supervisors (“**Board**”, and individually, “**Supervisor**”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November \_\_\_\_, 2024  
TIME: \_\_\_\_: \_\_\_\_ a./p.m.  
PLACE: \_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, or (904) 436-6270 (“**District Manager’s Office**”). At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager’s Office. There may be an occasion where one or more Supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager’s Office, at least 48 hours before the hearing. 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), for aid in contacting the District Manager’s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Lesley Gallagher  
District Manager  
Run Date(s): \_\_\_\_\_ & \_\_\_\_\_, 2024

**PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT**

**INSTRUCTIONS RELATING TO LANDOWNERS’ MEETING OF  
THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS’ MEETING: \_\_\_\_\_, **November** \_\_, **2024**

TIME: \_\_\_\_:\_\_\_\_ \_\_.M.

LOCATION: \_\_\_\_\_  
\_\_\_\_\_

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District (“**District**”) has been established and the landowners have held their initial election, there shall be a subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors (“**Board**”) every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners’ meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election in a landowner seat for a four year period. The term of office for the successful landowner candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT  
CLAY COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_\_\_, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Cross Creek North Community Development District to be held at \_\_\_\_\_, on November \_\_\_\_, 2024, at \_\_\_\_:\_\_\_\_ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any other proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2021), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**CLAY COUNTY, FLORIDA**  
**LANDOWNERS' MEETING - NOVEMBER \_\_, 2024**

**For Election (1 Supervisor):** The candidate receiving the highest number of votes will receive a four (4) year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Cross Creek North Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_