



Rizzetta & Company

Cross Creek North Community Development District

Board of Supervisors' Meeting May 12, 2020

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

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St. Augustine, FL 32084

Board of Supervisors

Robert Porter	Chairman
Mark Dearing	Vice Chairman
Shane Ricci	Assistant Secretary
Anthony Sharp	Assistant Secretary
James Teagle	Assistant Secretary

District Manager

Lesley Gallagher	Rizzetta & Company, Inc.
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District Counsel

Katie Buchanan	Hopping Green & Sams, P.A.
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District Engineer

James Lucas	J. Lucas & Associates
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All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Public Comments, which is the portion of the agenda where individuals may make comments. Individuals are limited to a total of three (3) minutes to make comments during this time.

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 (904) 436-6270. 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 • 2806 N. FIFTH STREET • UNIT 403 • ST AUGUSTINE, FL 32084 • 904-436-6270

www.crosscreeknorthcdd.org

May 5, 2020

Cross Creek North Community Development District

AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Cross Creek North Community Development District will be held on **May 12, 2020 at 1:00 p.m.** via teleconference at 1-929-205-6099 Meeting ID 680 626 4765, pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, April 29, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Following is the agenda for the meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of Meeting from the Regular Board Meeting held on February 11, 2020.....Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for January 2020, February 2020, March 2020.....Tab 2
 - C. Consideration of Resolution 2020-05, Re-Designating a Secretary.....Tab 3
 - D. Consideration of Resolution 2020-06, Amending Bank Signatories.....Tab 4
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - 1.) Charles Aquatics Service Report, April 24, 2020.....Tab 5
5. **BUSINESS ITEMS**
 - A. Consideration of Charles Aquatics Renewal Proposal and Acceptance of Two Additional Ponds for CDD Maintenance.....Tab 6
 - B. Consideration of Greenpoint Renewal Proposal and Acceptance of Additional Areas for CDD Maintenance.....Tab 7
 - C. Consideration of Resolution 2020-07, Adopting Internal Controls Policy.....Tab 8
 - D. Presentation of Registered Voter Count.....Tab 9
 - E. Consideration of Resolution 2020-08, Setting LO Election.....Tab 10
 - F. Consideration of Resolution 2020-09, Approving Fiscal Year 2020-2021 Proposed Budget and Setting Public Hearing.....Tab 11
 - G. Discussion Regarding Amenities and COVID -19
6. **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.

Very truly yours,

Lesley Gallagher

Lesley Gallagher

Cross Creek North Community Development District

CALL TO ORDER / ROLL CALL

PUBLIC COMMENTS

BUSINESS ADMINISTRATION

Tab 1

MINUTES OF MEETING

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

CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Cross Creek North Community Development District was held on **Tuesday, February 11, 2020 at 3:00 p.m.** at the Magnolia West CDD Amenity Center located at 3490 Canyon Falls Dr. Green Cove Springs, FL 32043.

Present and constituting a quorum:

Mark Dearing	Board Supervisor, Vice Chairman
Shane Ricci	Board Supervisor, Assistant Secretary
Anthony Sharp	Board Supervisor, Assistant Secretary
James Teagle	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Melissa Dobbins	Regional District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Hopping Green & Sams
	(via speakerphone)
Tony Shiver	President, First Coast CMS
Dan Fagen	Director of Operations, Vesta

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Gallagher opened the Board of Supervisors' Meeting at 3:00 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of Meeting
from the Regular Board of Supervisors'
Meeting held on November 12, 2019**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Minutes of Meeting from the Regular Board Meeting held on November 12, 2019 for the Cross Creek North Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for October
2019, November 2019 and December 2019**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified the Operation and Maintenance Expenditures for October 2019 in the amount of \$25,552.70, November 2019 in the amount of \$5,009.62 and December 2019 in the amount of \$20,932.43 for the Cross Creek North Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
No report.
- B. District Engineer
Not present.
- C. District Manager
Ms. Gallagher updated the Board that the CDD ADA compliant website is now up and running and that she is working on the comcast installation for the amenity facility, as previously requested.

SIXTH ORDER OF BUSINESS

**Consideration of Nondisclosure Agreement
with Clay County Property Appraiser**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the NonDisclosure Agreement with Clay County Property Appraiser for the Cross Creek North Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Proposals for Amenity
Management Services (Under Separate
Cover)**

The Board reviewed proposals from First Coast CMS and Vesta for amenity center management services. Mr. Tony Shiver from First Coast CMS and Mr. Dan Fagen from Vesta were available to answer questions from the Board and share details of their proposals.

Discussions ensued.

The Board approved of the proposal from Vesta for 18 hours of staffing including Saturday and Sunday for amenity maintenance, janitorial, pool maintenance and entry fountain maintenance, as well as but not limited to, assisting residents with access and reservation requests. It also was confirmed that Vesta would provide entry fountain maintenance as part of their services and provide cleaning and office supplies but not paper products.

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board approved of the Vesta proposal in the annual fee of \$42,705.00 for Amenity Center Management Services for Cross Creek North Community Development District.

EIGHTH ORDER OF BUSINESS

Public Hearing Adopting Rules of Procedure

1.) Consideration of Resolution 2020-03, Adopting Amended Rules of Procedure

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board opened the Public Hearing Adopting Rules of Procedure for Cross Creek North Community Development District.

No audience comments.

On a motion by Mr. Teagle, seconded by Mr. Dearing, with all in favor, the Board closed the Public Hearing on Adopting Rules of Procedure for Cross Creek North Community Development District.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2020-03, and the Amended Rules of Procedure for Cross Creek North Community Development District.

NINTH ORDER OF BUSINESS

Pubic Hearing Adopting Amenity Facility Policies, Rates and Fees

1.) Consideration of Resolution 2020-04, Adopting Amenity Facility Policies, Rates and Fees

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board opened the Public Hearing on Adopting Amenity Facility Policies, Rates and Fees for Cross Creek North Community Development District.

Ms. Gallagher reviewed Resolution 2020-04 and Amenity Policies. There were no public comments.

On a motion by Mr. Teagle, seconded by Mr. Ricci, with all in favor, the Board adopted Resolution 2020-04, which adopted Amenity Facility Policies, Rates and Fees, with amended fees as attached on Exhibit A, for Cross Creek North Community Development District.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board closed the Public Hearing on Adopting Rules of Procedure for Cross Creek North Community Development District.

TENTH ORDER OF BUSINESS

Audience Comments and Supervisor Requests

An audience member had questions regarding the opening of the amenity facility, fountain and water wheel as well as construction and expansion of the amenity facilities. He also had questions regarding residents being on the CDD Board.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board Adjourned meeting at 3:27 p.m. for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures January 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2020 through January 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,992.78**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	001248	37627	Stocked Triploid Grass Carp in Ponds 12/19	\$ 1,125.00
Charles Aquatics, Inc.	001253	37698	Monthly Aquatic Maintenance for 9 Ponds 01/20	\$ 595.00
Clay County Utility Authority	001249	Clay Water Summary 01/20	Clay Water Summary 01/20	\$ 163.21
Clay Electric Cooperative, Inc.	001245	Electric Summary 12/19	Electric Summary 12/19	\$ 772.00
GreenPoint Inc	001254	44302	Monthly Maintenance 01/20	\$ 5,525.00
Hopping Green & Sams	001250	112061	General Legal Services 11/19	\$ 328.00
Hopping Green & Sams	001250	112062	General Legal Services 11/19	\$ 182.00
OPC News LLC dba Clay Today	001251	Ad #305557	Acct# 991837 Legal Advertising 10/19	\$ 71.55
OPC News LLC dba Clay Today	001251	Ad #306307	Acct# 991837 Legal Advertising 11/19	\$ 72.90
OPC News LLC dba Clay Today	001246	Ad #307350	Acct# 991837 Legal Advertising 12/19	\$ 59.40
OPC News LLC dba Clay Today	001246	Ad #307356	Acct# 991837 Legal Advertising 12/19	\$ 86.40
Phil Lentsch dba. Office Dynamics	001255	00030452	Printing Of Agenda Booklets 01/20	\$ 21.69
Rizzetta & Company, Inc.	001247	INV0000045825	District Management Services 01/20	\$ 3,850.00
Rizzetta & Company, Inc.	001256	INV0000046368	Annual Dissemination Fees FY19-20	\$ 5,000.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

Rizzetta Technology Services, LLC	001257	INV0000005367	Website Hosting Services 01/20	\$	100.00
U.S. Bank	001252	5594766	Trustee Fees	\$	<u>4,040.63</u>

Report Total				\$	<u>21,992.78</u>
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CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures February 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2020 through February 29, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$18,044.30**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

February 1, 2020 Through February 29, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anthony K. Sharp	001274	AS021120	Board of Supervisors Meeting 02/11/2020	\$ 200.00
Charles Aquatics, Inc.	001267	37938	Monthly Aquatic Maintenance for 9 Ponds 02/20	\$ 595.00
Clay County Utility Authority	001263	00575858 02/20	00575858 02/20	\$ 187.81
Clay Electric Cooperative, Inc.	001268	021420	New Account Opened Acct #9099135	\$ 4,130.00
Clay Electric Cooperative, Inc.	001258	Electric Summary 01/20	Electric Summary 01/20	\$ 849.00
Egis Insurance Advisors LLC	001264	10430	Added insurance for two fountains 02/20	\$ 440.00
First Coast Contract Maintenance Services, LLC	001270	4843	Fountain Maintenance 02/20	\$ 110.00
First Coast Contract Maintenance Services, LLC	001265	4860	Replace Fountain Filters 01/20	\$ 75.18
First Coast Contract Maintenance Services, LLC	001270	4908	Fountain Maintenance 02/20	\$ 110.00
GreenPoint Inc	001271	44638	Monthly Maintenance 02/20	\$ 5,525.00
Hopping Green & Sams	001272	112605	General Legal Services 12/19	\$ 432.00
Innersync	001266	17811	Website ADA Compliance 10/01/19- 12/31/19	\$ 384.38
Innersync	001259	18217	Website ADA Compliance 01/01/20- 03/31/20	\$ 384.38
James Teagle	001275	JT021120	Board of Supervisors Meeting 02/11/2020	\$ 200.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

February 1, 2020 Through February 29, 2020

Mark Dearing	001269	MD021120	Board of Supervisors Meeting 02/11/2020	\$	200.00
OPC News LLC dba Clay Today	001260	Ad #308242	Acct# 991837 Legal Advertising 01/20	\$	71.55
Rizzetta & Company, Inc.	001261	INV0000046494	District Management Services 02/20	\$	3,850.00
Rizzetta Technology Services, LLC	001262	INV0000005469	Website Hosting Services 02/20	\$	100.00
Shane T. Ricci	001273	SR021120	Board of Supervisors Meeting 02/11/2020	\$	<u>200.00</u>

Report Total

\$ 18,044.30

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operation and Maintenance Expenditures March 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2020 through March 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$11,740.15**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

March 1, 2020 Through March 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	001282	38158	Monthly Aquatic Maintenance for 9 Ponds 03/20	\$ 595.00
Clay County Utility Authority	001279	00575858 03/20	00575858 03/20	\$ 491.15
Clay Electric Cooperative, Inc.	001276	Electric Summary 02/20	Electric Summary 02/20	\$ 917.00
GreenPoint Inc	001283	44959	Monthly Maintenance 03/20	\$ 5,525.00
Hopping Green & Sams	001281	113153	General Legal Services 01/20	\$ 262.00
Rizzetta & Company, Inc.	001277	INV0000047349	District Management Services 03/20	\$ 3,850.00
Rizzetta Technology Services, LLC	001278	INV0000005569	Website Hosting Services 03/20	<u>\$ 100.00</u>
Report Total				<u>\$ 11,740.15</u>

Tab 3

RESOLUTION 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Cross Creek North Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Clay County, Florida; and

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

Section 1. Bob Schleifer is appointed Secretary

Section 2. This Resolution and any prior resolutions of the District shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded, and repealed.

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

PASSED AND ADOPTED THIS 12th DAY OF MAY, 2020.

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 4

RESOLUTION 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2017-20 DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District ("Board") previously adopted Resolution 2017-20 which designated the authorized signatories for the District's operating bank account(s); and

WHEREAS, the Board desires to amend Resolution 2017-20 include the Assistant Treasurer as an authorized signatory for the operating bank account(s).

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

Section 1. Resolution 2017-20 is hereby amended to include the Assistant Treasurer as an authorized signatory for the operating bank account(s) of the District.

Section 2. All other provisions of Resolution 2017-20 shall remain unchanged and in full force and effect.

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

PASSED AND ADOPTED this 12th day of May, 2020.

ATTEST:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

STAFF REPORTS

District Counsel

District Engineer

District Manager

Tab 5



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: April 24, 2020

Biologist: Mike Liddell

Client: Cross Creek

Contact: Leslie Gallagher

Waterways: 9 ponds

Pond 1: Applied pond dye for algae control.



Pond 2: Treated torpedo grass and cattails.



Pond 3: Pond area was mowed for the first time this year, without all the tall grasses the pond is in good condition. Removed a small amount of construction debris from water.



Pond 4: Treated algae around edge of pond, removed small amount of trash from water.



Pond 5: Spot treated cattails, removed small amount of trash.



Pond 6: Removed trash from water, algae treatment was effective.



Pond 7: Applied algaecide to pond.



Pond 8: Applied Fluridone to help slow down the growth of spike rush. This is a slow acting chemical (30 to 45 days for results).



Pond 9: Removed some trash, seems to be a never-ending process on this pond. Lots of trash around pond area.



BUSINESS ITEMS

Tab 6



Aquatic Management Agreement

This **Agreement** dated *effective to start* _____, **2020**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

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

Address 2806 N. Fifth St Suite 403

City St Augustine State FL Zip 32084

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

Hereinafter called "**CLIENT**".

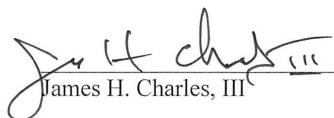
1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): Eleven (11) ponds located in Clay County, FL.

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

a) Monthly Aquatic Management Services	\$ <u>776.00</u>
b) Comprehensive Service Reports following each treatment	\$ <u>Included</u>
c) Pollution Liability Insurance	\$ <u>Included</u>
d) Grass Carp stocking (Upon Approval)	\$ <u>7.50/fish</u>
e) Permitting for Grass Carp	\$ <u>Included</u>
f) Fabrication and Installation of Aluminum Fish Barriers	\$ <u>45/sq. ft</u>
g) Excessive Construction Trash Collection	\$ <u>75./hour</u>

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

Charles Aquatics, Inc.


James H. Charles, III

Client

Sign _____

Print _____

Date _____

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **July 15, 2020.**

Terms and Conditions

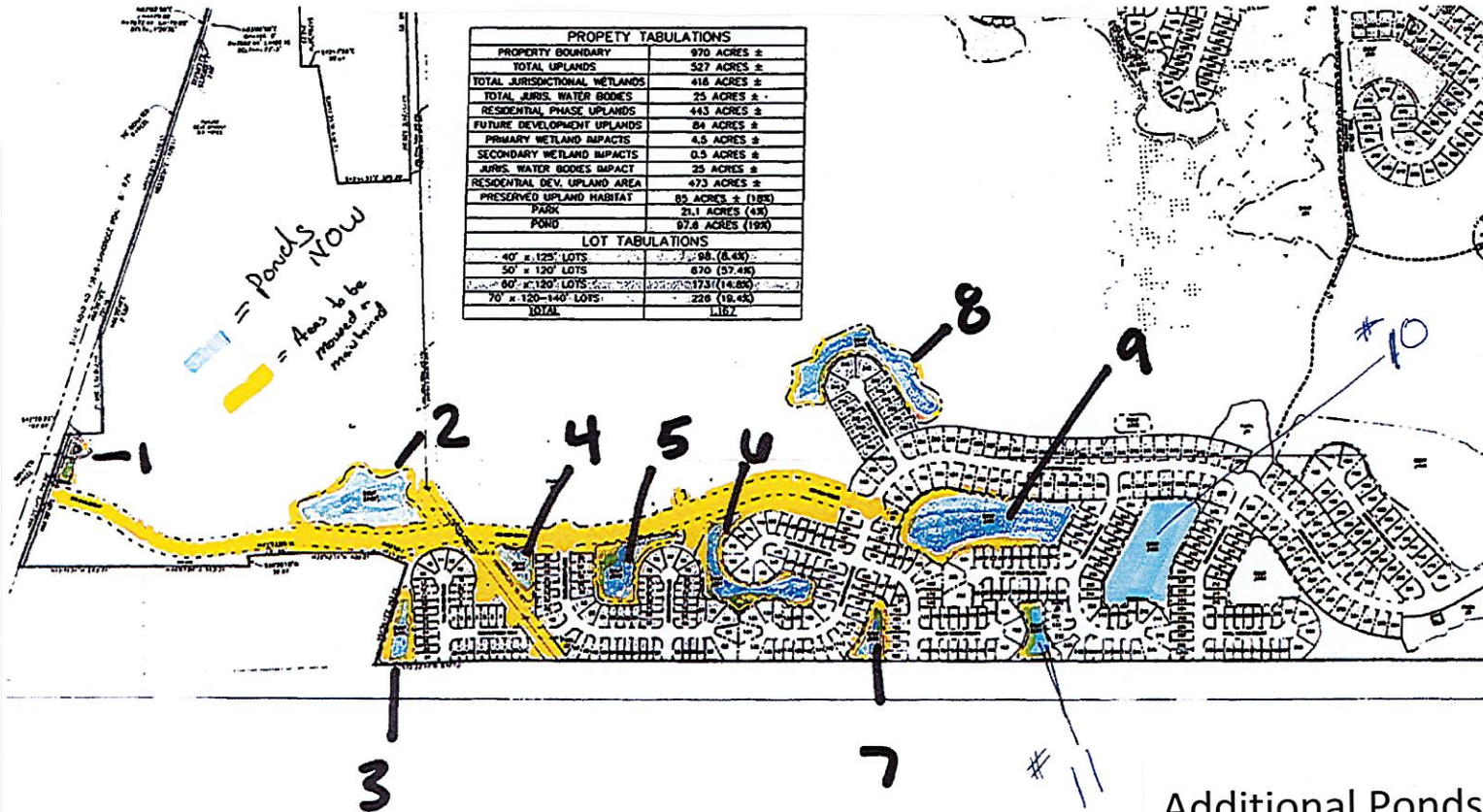
- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control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

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

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

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

Cross Creek North CDD



Additional Ponds - #10 & #11

Tab 7



A Landscape Management Company
6520 US HWY 1 NORTH
Saint Augustine, FL 32095
904-429-9781

DATE: _____ FOR: Cross Creek

Thank you for allowing GreenPoint Inc. the opportunity to bid on the maintenance contract for your commercial property. GreenPoint Inc. has earned its reputation as a hard-working, team-oriented contractor with high standards of excellence in both quality and customer service. Our prompt service and keen attention to detail are just the beginning of the proactive approach we take. We believe that the condition of our client's property is a direct reflection on our company - which is why we are constantly on the lookout for either potential problems, or for ways to enhance the "curb appeal" of your project.

Enclosed is our standard annual agreement which details all of our services that we will provide to you. Please review the information and feel free to contact me if you have any questions.

In closing, I would like to thank you for taking the time to consider GreenPoint Inc. for your lawn and landscaping maintenance needs. Please feel free to contact me should you have any questions or need additional information.

Sincerely, **Alex Metcalfe**

This service agreement (Agreement) is made on _____ (Effective Date) between _____ (Client), and GreenPoint, Inc. 6520 US HWY 1 NORTH Saint Augustine, FL 32095 (Contractor):

1. **Services.** Contractor agrees to furnish comprehensive lawn and landscaping services (Services) for the client including all services listed on Exhibit A. See Exhibit B for schedule.
2. **Payment.** Client agrees to pay Contractor for the Services at the rate and terms set forth on Exhibit C.
3. **Terms.** The terms of this agreement will begin on the Effective Date and continue for One (1) year unless it is terminated sooner. Either party may terminate this Agreement at any time and for any reason upon 30-days written notice to the other party.
4. **Indemnity.** Contractor agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demands liability or expense (including court costs and attorney fees) whether from injury to person, loss of life or damage to property, or arising out of breach of this agreement, or any intentional or negligent act or omission by Contractor or its employees, agents or subcontractors.
5. **Insurance.** Contractor shall maintain general commercial liability insurance coverage in a minimum amount of \$1,000,000.00 dollars per occurrence or in such greater amounts as are reasonably necessary to ensure coverage for any claims or damages claimed as a result of its performance under this Agreement.
6. **Compliance with law.** Contractor shall comply with all applicable laws, rules and regulations pertaining to its performance under this Agreement. Throughout the term of this Agreement, contractor shall maintain any required licenses and permits required to comply with such laws, rules and regulations.
7. **Independent Contractors:** The parties each acknowledge that they are independent contractors. Nothing in the Agreement shall be construed or deemed to create a relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
8. **Employees.** It is understood that the appointment, if any, is at the Contractors sole risk, expense and supervision and any such employee shall have no claims against Client for wages, salary, or fringe benefits. Contractor agrees that any such employee shall be subordinate to the Contractor and shall be subject to the terms and conditions, which apply to Contractor under this Agreement, and that Contractor shall be liable for any breach of this Agreement by any such employee. Contractor shall provide workers compensation insurance for Contractor's employees in accordance with statutory requirements.
9. **Entire Agreement.** The Exhibits referenced in this Agreement are made a part of this Agreement. This Agreement contains the entire and only agreement between the parties relating to the matter here and it supersedes all other agreements, promises and representations, both oral and written, that are not set forth in this Agreement. No modifications to this Agreement will be effective unless it is in writing and signed by both parties.
10. **Waiver.** No waiver by either party on any term or condition of this Agreement shall be valid unless it is in writing. Acceptance of any benefits under this Agreement by either party after a breach of any term or condition of this Agreement by the other party shall not be deemed to be a waiver of the breach or of any subsequent breach of any such term or condition.
11. **Severability.** If any term or provision of this Agreement is deemed to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of this Agreement.
12. **Binding Effect.** The provisions of this Agreement shall bind and insure to the benefit of the parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties intended to be legally bound, have executed this Agreement as of the Effective Date.

Client GREEN POINT Inc.

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Service Specifications

1. Mowing

Mowing of all grass areas will be performed every seven (7) days during the heavy growth season (April through October), subject to scheduling adjustments due to inclement weather and/or rate of growth.

Mowing of all grass areas will be performed every fourteen (14) days during the slow growth season (November through March), subject to scheduling adjustments due to inclement weather and/or rate of growth.

All grass areas will be mowed to result in a height of all grass to be no more than 3-1/2 inches and not less than 2 inches, based on established industry standards and type of grass.

Various mowing patterns will be employed to insure even distribution of clippings and to prevent ruts in the grass caused by mowers.

2. Edging

A. Edging of all curbs and sidewalks shall be performed on every mowing visit.

B. Edging of all flower and hedge beds, tree rings and parking areas will be performed on every mowing visit to the property,

3. Trimming

Turf areas not accessible by power mower and areas along walls, fences, building obstacles and inanimate objects shall be maintained by string trimmer (weed-eater) to a height no greater than the height of the adjoining grass areas.

4. Weeding

Plant beds or other areas where weeds appear shall be maintained to eliminate growth of weeds or unwanted vegetation.

Weeding shall be accomplished by hand pulling and/or application of herbicide and shall be performed at each scheduled mowing as inspection may require.

Weeds or grass that may appear in paved areas of walkway, patios, driveways or parking areas shall be treated by herbicide spraying every 30 days or as may be required to control or eliminate such growth.

5. Pruning

All hedges and shrubbery shall be pruned on a regular basis to maintain a neat and uniform appearance and as is appropriate for this specific species of plant.

Pruning of trees shall be performed once a year to remove deadwood, suckers, shoots or low hanging limbs over sidewalks or parking areas. Trees over ten (10) feet shall be pruned at an additional cost.

6. General Maintenance

Grass clippings - All grass areas will be kept free of heavy clipping.

Trash – All trash in grass areas island/beds will be removed upon each visit.

Blowing- Blowing of all paved areas and Patios and entire complex

Leaves-All leaves shall be maintained by Mulching mowers year round

7. Mulching

Mulch is Not included _____ Included X in this proposal. It is recommended that the property be mulched once per year.

8. Seasonal Annuals Not included X Included _____

Contractor shall be responsible for the full and complete care of all seasonal color beds (including spraying, fertilization, and pruning) Annuals will be replaced 4 times per year such that every

annual bed maintains a healthy, vigorous appearance and provides the finest quality color planting possible.

- . Exception: If an irrigation system is not present, the contractor will not be held responsible for the general appearance of the Annual/Perennials from lack of watering.

9. Fertilization Not included _____ Included X _____

Fertilization is included in this proposal. It is recommended that the property be fertilized as instructed below. Insecticides and turf pest control will be applied to all turf areas twice (2) times per year and two (2) times per year on shrubs.

Pest control of all turf areas and shrubs shall be done as needed to control or eliminate insect and disease using appropriate materials.

10. Irrigation Not included _____ Included X _____

This agreement provides for the performance of quarterly inspections of the property's irrigation system that will be performed by a qualified irrigation technician. The owner will receive a written report outlining the results of the inspections accompanied by an estimate for repairs if any are deemed necessary. The cost of these inspections will be spread out uniformly over the one year life of the contract and is included in the monthly payment amount. Repairs may be performed at Owners request at the cost of \$48.00 per man hour for technical labor and \$25.00 per man hour for support labor if needed. Repair estimates must be approved by owner before proceeding

Initials: _____

Exhibit B

Schedule Specifications

The lawn & landscaping services will be based on **42** visits during the calendar year.

If regular visits are impaired by weather conditions that may necessitate the altering of the schedule, GreenPoint Inc. will resume your normal schedule as soon as possible.

GreenPoint Inc. will not be responsible for acts of god or nature (hurricanes, windstorms, etc) or the extra debris and cleanup time necessary to re-establish the lawn and landscaping to its original condition. Extra charges involved in this cleanup will be quoted upon request.

Initials: _____

Exhibit C

Payment Specifications

Invoices in the amount of \$ **6000.00** will be mailed at the beginning of each month and will be due no later than the 30th of the same month unless other arrangements are made. There is a service charge of 1.5% per month on all unpaid balances over 30 days and no services will be performed if the account is in arrears.

Failure to fulfill the requirements of this contract will hold purchaser liable for the balance of the contract for those services not rendered. Client agrees to pay collection agency fees, reasonable attorney fees and court costs should the collection process be required.

Initials: _____

Yearly \$ 72,000.00

Emergency Numbers:

Alex Metcalfe: 1-904-625-5577

NOTE: This contract extends the warranty for plant material installed by Green Point Inc. thru 9/30/2020

Addendum Lake bank Maintenance under this contract includes the entire area of lake bank both common areas and those areas adjoining residences, upon completion of construction and occupancy of residence, the maintenance will be the responsibility of the owner. Monthly charges for lake maintenance will decrease accordingly to the portions that are completed.



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

DATE: _____ FOR: Cross Creek Amenity Center

Thank you for allowing GreenPoint Inc. the opportunity to bid on the maintenance contract for your commercial property. GreenPoint Inc. has earned its reputation as a hard-working, team-oriented contractor with high standards of excellence in both quality and customer service. Our prompt service and keen attention to detail are just the beginning of the proactive approach we take. We believe that the condition of our client's property is a direct reflection on our company - which is why we are constantly on the lookout for either potential problems, or for ways to enhance the "curb appeal" of your project.

Enclosed is our standard annual agreement which details all of our services that we will provide to you. Please review the information and feel free to contact me if you have any questions.

In closing, I would like to thank you for taking the time to consider GreenPoint Inc. for your lawn and landscaping maintenance needs. Please feel free to contact me should you have any questions or need additional information.

Sincerely, **Alex Metcalfe**

This service agreement (Agreement) is made on _____ (Effective Date) between _____ (Client), and GreenPoint, Inc. 6520 US HWY 1 NORTH Saint Augustine, FL 32095 (Contractor):

1. **Services.** Contractor agrees to furnish comprehensive lawn and landscaping services (Services) for the client including all services listed on Exhibit A. See Exhibit B for schedule.
2. **Payment.** Client agrees to pay Contractor for the Services at the rate and terms set forth on Exhibit C.
3. **Terms.** The terms of this agreement will begin on the Effective Date and continue for One (1) year unless it is terminated sooner. Either party may terminate this Agreement at any time and for any reason upon 30-days written notice to the other party.
4. **Indemnity.** Contractor agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demands liability or expense (including court costs and attorney fees) whether from injury to person, loss of life or damage to property, or arising out of breach of this agreement, or any intentional or negligent act or omission by Contractor or its employees, agents or subcontractors.
5. **Insurance.** Contractor shall maintain general commercial liability insurance coverage in a minimum amount of \$1,000,000.00 dollars per occurrence or in such greater amounts as are reasonably necessary to ensure coverage for any claims or damages claimed as a result of its performance under this Agreement.
6. **Compliance with law.** Contractor shall comply with all applicable laws, rules and regulations pertaining to its performance under this Agreement. Throughout the term of this Agreement, contractor shall maintain any required licenses and permits required to comply with such laws, rules and regulations.
7. **Independent Contractors:** The parties each acknowledge that they are independent contractors. Nothing in the Agreement shall be construed or deemed to create a relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
8. **Employees.** It is understood that the appointment, if any, is at the Contractors sole risk, expense and supervision and any such employee shall have no claims against Client for wages, salary, or fringe benefits. Contractor agrees that any such employee shall be subordinate to the Contractor and shall be subject to the terms and conditions, which apply to Contractor under this Agreement, and that Contractor shall be liable for any breach of this Agreement by any such employee. Contractor shall provide workers compensation insurance for Contractor's employees in accordance with statutory requirements.
9. **Entire Agreement.** The Exhibits referenced in this Agreement are made a part of this Agreement. This Agreement contains the entire and only agreement between the parties relating to the matter here and it supersedes all other agreements, promises and representations, both oral and written, that are not set forth in this Agreement. No modifications to this Agreement will be effective unless it is in writing and signed by both parties.
10. **Waiver.** No waiver by either party on any term or condition of this Agreement shall be valid unless it is in writing. Acceptance of any benefits under this Agreement by either party after a breach of any term or condition of this Agreement by the other party shall not be deemed to be a waiver of the breach or of any subsequent breach of any such term or condition.
11. **Severability.** If any term or provision of this Agreement is deemed to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of this Agreement.
12. **Binding Effect.** The provisions of this Agreement shall bind and insure to the benefit of the parties hereto and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties intended to be legally bound, have executed this Agreement as of the Effective Date.

Client GREEN POINT Inc.

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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Service Specifications

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5. Pruning

All hedges and shrubbery shall be pruned on a regular basis to maintain a neat and uniform appearance and as is appropriate for this specific species of plant.

Pruning of trees shall be performed once a year to remove deadwood, suckers, shoots or low hanging limbs over sidewalks or parking areas. Trees over ten (10) feet shall be pruned at an additional cost.

6. General Maintenance

Grass clippings - All grass areas will be kept free of heavy clipping.

Trash – All trash in grass areas island/beds will be removed upon each visit.

Blowing- Blowing of all paved areas and Patios and entire complex

Leaves-All leaves shall be maintained by Mulching mowers year round

7. Mulching

Mulch is Not included _____ Included X in this proposal. It is recommended that the property be mulched once per year.

8. Seasonal Annuals Not included X Included _____

Contractor shall be responsible for the full and complete care of all seasonal color beds (including spraying, fertilization, and pruning) Annuals will be replaced 4 times per year such that every

annual bed maintains a healthy, vigorous appearance and provides the finest quality color planting possible.

- . Exception: If an irrigation system is not present, the contractor will not be held responsible for the general appearance of the Annual/Perennials from lack of watering.

9. Fertilization Not included _____ Included X

Fertilization is included in this proposal. It is recommended that the property be fertilized as instructed below. Granular fertilization and insecticides and turf pest control will be applied to all turf areas six (6) times per year and two (2) times per year on shrubs.

Pest control of all turf areas and shrubs shall be done as needed to control or eliminate insect and disease using appropriate materials.

10. Irrigation Not included _____ Included X

This agreement provides for the performance of quarterly inspections of the property's irrigation system that will be performed by a qualified irrigation technician. The owner will receive a written report outlining the results of the inspections accompanied by an estimate for repairs if any are deemed necessary. The cost of these inspections will be spread out uniformly over the one year life of the contract and is included in the monthly payment amount. Repairs may be performed at Owners request at the cost of \$48.00 per man hour for technical labor and \$25.00 per man hour for support labor if needed. Repair estimates must be approved by owner before proceeding

Initials: _____

Exhibit B

Schedule Specifications

The lawn & landscaping services will be based on 42 visits during the calendar year.

If regular visits are impaired by weather conditions that may necessitate the altering of the schedule, GreenPoint Inc. will resume your normal schedule as soon as possible.

GreenPoint Inc. will not be responsible for acts of god or nature (hurricanes, windstorms, etc) or the extra debris and cleanup time necessary to re-establish the lawn and landscaping to its original condition. Extra charges involved in this cleanup will be quoted upon request.

Initials: _____

Exhibit C

Payment Specifications

Invoices in the amount of \$ 1500.00 will be mailed at the beginning of each month and will be due no later than the 30th of the same month unless other arrangements are made. There is a service charge of 1.5% per month on all unpaid balances over 30 days and no services will be performed if the account is in arrears.

Failure to fulfill the requirements of this contract will hold purchaser liable for the balance of the contract for those services not rendered. Client agrees to pay collection agency fees, reasonable attorney fees and court costs should the collection process be required.

Initials: _____

Yearly \$ 18,000.00

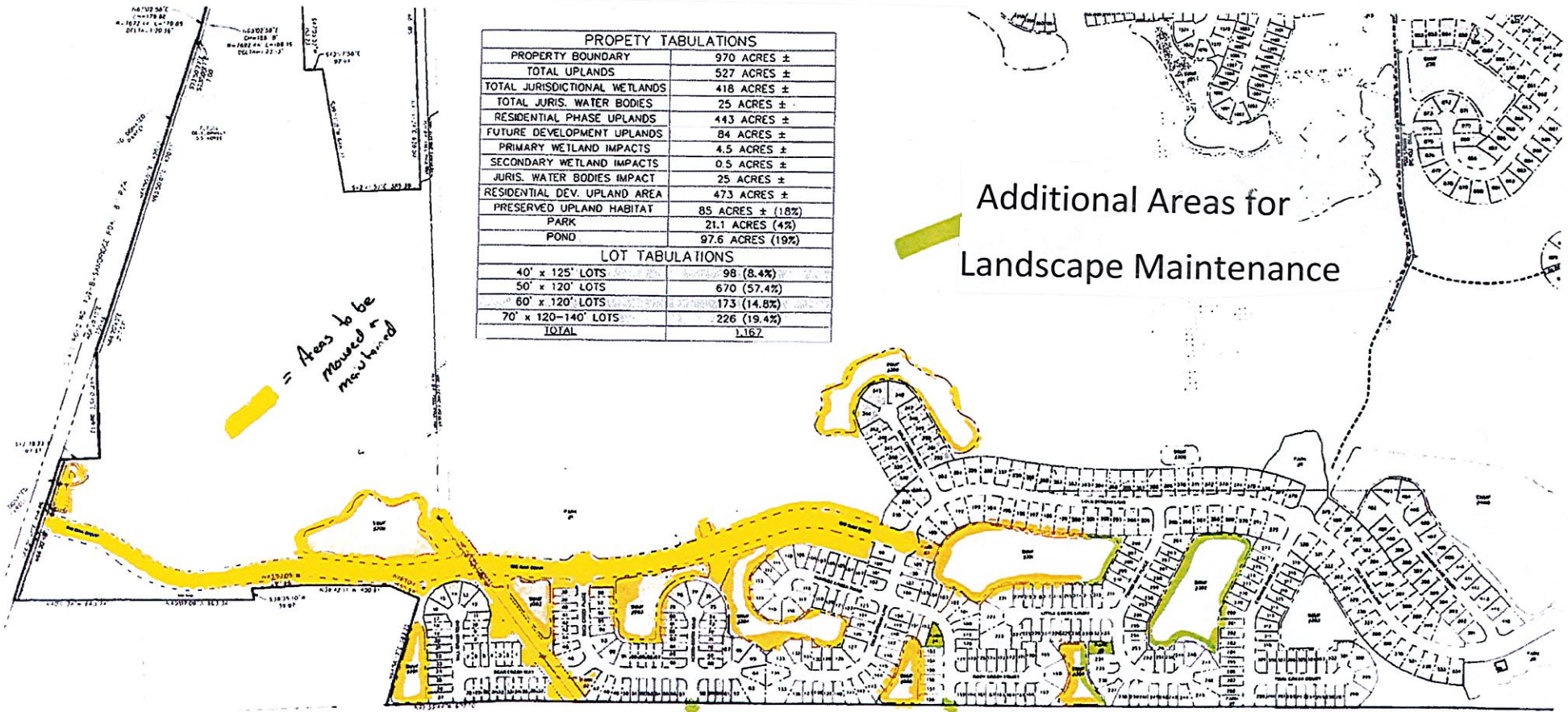
Emergency Numbers:

Alex Metcalfe: 1-904-625-5577

Cross Creek North CDD

PROPERTY TABULATIONS	
PROPERTY BOUNDARY	970 ACRES ±
TOTAL UPLANDS	527 ACRES ±
TOTAL JURISDICTIONAL WETLANDS	418 ACRES ±
TOTAL JURIS. WATER BODIES	25 ACRES ±
RESIDENTIAL PHASE UPLANDS	443 ACRES ±
FUTURE DEVELOPMENT UPLANDS	84 ACRES ±
PRIMARY WETLAND IMPACTS	4.5 ACRES ±
SECONDARY WETLAND IMPACTS	0.5 ACRES ±
JURIS. WATER BODIES IMPACT	25 ACRES ±
RESIDENTIAL DEV. UPLAND AREA	473 ACRES ±
PRESERVED UPLAND HABITAT	85 ACRES ± (18%)
PARK	21.1 ACRES (4%)
POND	97.6 ACRES (19%)
LOT TABULATIONS	
40' x 125' LOTS	98 (8.4%)
50' x 120' LOTS	670 (57.4%)
60' x 120' LOTS	173 (14.8%)
70' x 120-140' LOTS	226 (19.4%)
TOTAL	1,167

Additional Areas for
Landscape Maintenance



Tab 8

RESOLUTION 2020-07

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE
CROSS CREEK NORTH COMMUNITY DEVELOPMENT
DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY
CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES;
PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 12TH DAY OF MAY, 2020.

ATTEST:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT “A”

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Cross Creek North Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. “Board” means the Board of Supervisors for the District.
- 2.5. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

- 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
- 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
- 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
- 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
- 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
- 5.1.1.7. Retaining and restricting access to sensitive documents.
- 5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

- 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
- 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.

5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.

5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.

6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:

7.1.1.1. Review its operational processes.

7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.

7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.

7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*

Effective date: May 12, 2020

Tab 9



Chris H.
Chambless
Supervisor of Elections
Clay County, Florida

April 15, 2020

Cross Creek North Community Development District
Attention: William Rizzetta
2806 N. Fifth Street Unit 403
St. Augustine, FL. 32084

Dear Mr. Rizzetta:

I have queried the number of eligible voters residing within the Cross Creek North Community Development District as of April 15, 2020. At this time, there are 129 registered voters residing within the district.

Please provide the contact information and term expiration dates for the current CDD Board Members. I can be reached via the contact information at the bottom of this page or via email at Lynn.Gaver@ClayElections.gov.

Thank you,

Lynn Gaver, MFCEP
Clay County Supervisor of Elections Office
P.O. Box 337 | 500 North Orange Ave.
Green Cove Springs, FL 32043
(904) 269-6350 Fax (904) 284-0935

Tab 10

RESOLUTION 2020-08

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 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	November 2020
2	Mark Dearing	November 2020
3	James Teagle	November 2022
4	Shane Ricci	November 2022
5	Anthony Sharp	November 2020

This year, Seat 1, currently held by Robert Porter, Seat 2, currently held by Mark Dearing and Seat 5, currently held by Anthony Sharp are subject to election by the landowners in November 2020. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

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, 2020, 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 May 12th, 2020 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 office of the District Manager, located at 2806 North Fifth Street, Suite 403, St. Augustine, Florida 32084.

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 12th DAY OF MAY, 2020.

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. 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 __, 2020
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, 2806 North Fifth Street, Suite 403, St. Augustine, Florida 32084, 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): _____ & _____

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 __, 2020

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, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful 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 ____, 2020**

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 ____, 2020, 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 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

Parcel Description

Acreage

Authorized Votes

[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* (2019), 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 __, 2020

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates 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:

Description

Acreage

_____	_____
_____	_____
_____	_____

[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		
2		
5		

Date: _____

Signed: _____

Printed Name: _____

Tab 11

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Cross Creek North Community Development District (“**District**”) prior to June 15, 2020, a proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”); and

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

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for _____, **2020 at _____m.** The hearing may be conducted remotely, pursuant to _____ communications media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69 and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020 and April 29, 2020, as such orders may be extended or supplemented, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that Executive Orders are not extended and the Board is required to meet in person for quorum requirements, and/or if conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION: _____

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

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget

on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

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

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

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

PASSED AND ADOPTED this 12th day of May, 2020.

ATTEST:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant-Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2020/2021 Proposed Budget

Exhibit A



Rizzetta & Company

Cross Creek North Community Development District

crosscreeknorthcdd.org

Proposed Budget for Fiscal Year 2020-2021

Presented by: Rizzetta & Company, Inc.

2806 N. Fifth Street
Suite 403
St. Augustine, Florida 32084
Phone: 904-436-6270

rizzetta.com

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GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

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

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

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



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EXPENDITURES – ADMINISTRATIVE:

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

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

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

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

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

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

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.



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

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

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

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

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

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

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

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

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

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

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



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EXPENDITURES - FIELD OPERATIONS:

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

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

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

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse



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Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

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

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

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



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DEBT SERVICE BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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



Rizzetta & Company

Proposed Budget
Cross Creek North Community Development District
General Fund
Fiscal Year 2020/2021

	Chart of Accounts Classification	Actual YTD through 03/31/20	Projected Annual Totals 2019/2020	Annual Budget for 2019/2020	Projected Budget variance for 2019/2020	Budget for 2020/2021	Budget Increase (Decrease) vs 2019/2020	Comments
1								
2	REVENUES							
3	Special Assessments							
4	Tax Roll*	\$ 242,925	\$ 245,479	\$ 245,479	\$ -	\$ 258,613	\$ 13,134	To be Updated Prior To Public Hearing
5	Off Roll*	\$ 168,706	\$ 224,941	\$ 224,941	\$ -	\$ 224,941	\$ -	To be Updated Prior To Public Hearing
6								
7	TOTAL REVENUES	\$ 411,631	\$ 470,420	\$ 470,420	\$ -	\$ 483,554	\$ 13,134	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	TOTAL REVENUES AND BALANCE	\$ 411,631	\$ 470,420	\$ 470,420	\$ -	\$ 483,554	\$ 13,134	
12								
13	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to							
14								
15	EXPENDITURES - ADMINISTRATIVE							
16								
17	Legislative							
18	Supervisor Fees	\$ 1,600	\$ 6,600	\$ 12,000	\$ 5,400	\$ 12,000	\$ -	Based on Current Schedule
19	Financial & Administrative							
20	Administrative Services	\$ 2,250	\$ 4,500	\$ 4,500	\$ -	\$ 4,635	\$ 135	* Reflects a Proposed 3% Increase
21	District Management	\$ 10,050	\$ 20,100	\$ 20,100	\$ -	\$ 20,703	\$ 603	*
22	District Engineer	\$ -	\$ 4,500	\$ 15,000	\$ 10,500	\$ 15,000	\$ -	
23	Disclosure Report	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
24	Trustees Fees	\$ 673	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
25	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,150	\$ 150	*
26	Financial & Revenue Collections	\$ 1,800	\$ 3,600	\$ 3,600	\$ -	\$ 3,708	\$ 108	*
27	Accounting Services	\$ 9,000	\$ 18,000	\$ 18,000	\$ -	\$ 18,540	\$ 540	*
28	Auditing Services	\$ 500	\$ 4,600	\$ 4,600	\$ -	\$ 4,700	\$ 100	
30	Arbitrage Rebate Calculation	\$ -	\$ 750	\$ 750	\$ -	\$ 750	\$ -	
31	Public Officials Liability Insurance	\$ 2,306	\$ 2,306	\$ 2,475	\$ 169	\$ 2,537	\$ 62	Based on Estimate Provided
32	Legal Advertising	\$ 783	\$ 2,566	\$ 4,000	\$ 1,434	\$ 4,000	\$ -	
33	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
34	Miscellaneous Fees	\$ 58	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	Mailed Notice?
35	Website Hosting, Maintenance, Backup	\$ 3,694	\$ 5,813	\$ 6,430	\$ 617	\$ 4,732	\$ (1,698)	Fiscal Year 2019/20 Included ADA Website Migration
36	Legal Counsel							
37	District Counsel	\$ 1,526	\$ 3,052	\$ 20,000	\$ 16,948	\$ 20,000	\$ -	
38								
39	Administrative Subtotal	\$ 44,415	\$ 92,562	\$ 127,630	\$ 35,068	\$ 127,630	\$ -	
40								
41	EXPENDITURES - FIELD OPERATIONS							
42								
43	Electric Utility Services							
44	Utility Services /Recreational Facility /Entry	\$ 11,321	\$ 28,642	\$ 20,000	\$ (8,642)	\$ 32,400	\$ 12,400	Includes Fountains & To Include Amenity Facility
45	Street Lights	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	\$ (25,000)	Remove Line for FY 20/21

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46	Garbage/Solid Waste Control Services							
47	Garbage - Recreation Facility	\$ -	\$ 875	\$ 1,750	\$ 875	\$ 2,250	\$ 500	
48	Water-Sewer Combination Services							
49	Utility Services	\$ 1,184	\$ 17,638	\$ 35,000	\$ 17,362	\$ 35,000	\$ -	To Include Amenity Facility
50	Stormwater Control							
51	Aquatic Maintenance	\$ 3,570	\$ 7,864	\$ 7,140	\$ (724)	\$ 9,312	\$ 2,172	Two Additional ponds
52	Fountain Service Repairs & Maintenance	\$ -	\$ 500	\$ 2,500	\$ 2,000	\$ 2,500	\$ -	
53	Miscellaneous Expense	\$ 1,125	\$ 1,575	\$ 2,000	\$ 425	\$ 2,000	\$ -	Carp Installation FY 19/20
54	Other Physical Environment							
55	General Liability/Property Insurance	\$ 6,112	\$ 24,757	\$ 15,000	\$ (9,757)	\$ 36,502	\$ 21,502	Additional Property Coverage to be Added w/Facilities
56	Entry & Walls Maintenance	\$ 852	\$ 1,704	\$ 4,000	\$ 2,296	\$ 4,000	\$ -	FY 20/21 to Include Fountain Chemicals & Repairs as Amenity Agreement is to include Maintenance
57	Landscape & Irrigation Maintenance Contract	\$ 33,106	\$ 74,200	\$ 90,000	\$ 15,800	\$ 90,000	\$ -	Tracts To Be Added for Maintenance
58	Irrigation Repairs	\$ -	\$ 2,500	\$ 8,000	\$ 5,500	\$ 8,000	\$ -	
59	Landscape Replacement Plants, Shrubs, Trees	\$ -	\$ 1,200	\$ 10,000	\$ 8,800	\$ 10,000	\$ -	
60	Road & Street Facilities							
61	Street Light Maintenance -Decorative	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	Parking Lot Lights
62	Sidewalk Repair & Maintenance	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	Amenity Facility
63	Parking Lot Repair & Maintenance	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
64	Parks & Recreation							
65	Amenity Management Contract	\$ -	\$ 14,235	\$ 50,000	\$ 35,765	\$ 51,310	\$ 1,310	Proposed to Include Facility Monitors FY 20/21
66	Amenity Maintenance & Repair	\$ -	\$ 2,500	\$ 8,000	\$ 5,500	\$ 8,000	\$ -	
67	Amenity Facility Supplies	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -	
68	Pool Permits	\$ -	\$ 400	\$ 400	\$ -	\$ 400	\$ -	
69	Pool Chemicals & Repairs	\$ -	\$ 6,000	\$ 12,000	\$ 6,000	\$ 12,000	\$ -	
70	Fitness Equipment Maintenance & Repairs	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,000	\$ (500)	To Include PM Agreement
71	Amenity Facility Janitorial Supplies	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 3,500	\$ 1,000	
72	Fountain Service Contract	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 1,250	\$ (1,250)	PM Agreement Needed When Warranty Expires FY 2020/21
73	Fountain Repairs	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
74	Security Camera System Maintenance & Repairs	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	
75	Cable Television, Internet, Phone	\$ -	\$ 1,300	\$ 4,000	\$ 2,700	\$ 4,000	\$ -	
76	Pressure Washing	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -	
77	Playground Equipment and Maintenance	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
78	Pest Control & Termite Bond	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,000	\$ (500)	
79	Athletic/Park Court/Field Maintenance & Repairs	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	

Proposed Budget
Cross Creek North Community Development District
General Fund
Fiscal Year 2020/2021

	Chart of Accounts Classification	Actual YTD through 03/31/20	Projected Annual Totals 2019/2020	Annual Budget for 2019/2020	Projected Budget variance for 2019/2020	Budget for 2020/2021	Budget Increase (Decrease) vs 2019/2020	Comments
80	Access Control Maintenance & Repair	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 3,000	\$ 1,500	To Include Access Cards
81	Contingency							
82	Miscellaneous Contingency	\$ -	\$ 8,500	\$ 25,000	\$ 16,500	\$ 25,000	\$ -	
83								
84	Field Operations Subtotal	\$ 57,270	\$ 203,890	\$ 342,790	\$ 138,900	\$ 355,924	\$ 13,134	
85								
86								
87	TOTAL EXPENDITURES	\$ 101,685	\$ 296,452	\$ 470,420	\$ 173,968	\$ 483,554	\$ 13,134	
88								
89	EXCESS OF REVENUES OVER	\$ 309,946	\$ 173,968	\$ -	\$ 173,968	\$ -	\$ -	
90								

Budget Template
Cross Creek North Community Development District
Debt Service
Fiscal Year 2020-2021

Chart of Accounts Classification	Series 2018	Budget for 2020/2021
REVENUES		
Special Assessments		
Net Special Assessments	\$546,134.01	\$546,134.01
TOTAL REVENUES	\$546,134.01	\$546,134.01
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$546,134.01	\$546,134.01
Administrative Subtotal	\$546,134.01	\$546,134.01
TOTAL EXPENDITURES	\$546,134.01	\$546,134.01
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

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

6.0%

Gross assessments

\$580,499.59

Notes:

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

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2020/2021 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2020/2021 O&M Budget:	\$483,554.00
Collection Costs (2%):	\$10,288.38
Early Payment Discounts (4%):	\$20,576.77
2020/2021 Total:	<u>\$514,419.15</u>

2019/2020 O&M Budget	\$470,420.00
2020/2021 O&M Budget	\$483,554.00

Total Difference:	<u><u>\$13,134.00</u></u>
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	<u>PER UNIT ANNUAL ASSESSMENT</u>		Proposed Increase / Decrease	
	<u>2019/2020</u>	<u>2020/2021</u>	<u>\$</u>	<u>%</u>
Debt Service - Single Family 40'	\$0.00	\$1,398.79	\$1,398.79	100%
Operations/Maintenance	\$992.96	\$1,028.84	\$35.88	4%
Total	\$992.96	\$2,427.63	\$1,434.67	144.48%
<hr/>				
Debt Service - Single Family 50'	\$0.00	\$1,398.79	\$1,398.79	100%
Operations/Maintenance	\$992.96	\$1,028.84	\$35.88	4%
Total	\$992.96	\$2,427.63	\$1,434.67	144.48%
<hr/>				
Debt Service - Single Family 60'	\$0.00	\$1,398.79	\$1,398.79	0%
Operations/Maintenance	\$992.96	\$1,028.84	\$35.88	4%
Total	\$992.96	\$2,427.63	\$1,434.67	144%
<hr/>				
Debt Service - Single Family 70'	\$0.00	\$1,398.79	\$1,398.79	100%
Operations/Maintenance	\$992.96	\$1,028.84	\$35.88	4%
Total	\$992.96	\$2,427.63	\$1,434.67	144.48%
<hr/>				
Debt Service - Unplatted (Future lots)	\$0.00	\$0.00	\$0.00	0%
Operations/Maintenance - Unplatted (Future lots)	\$116.35	\$116.45	\$0.10	0%
Total	\$116.35	\$116.45	\$0.10	0%

Series 2018 Bonds are in the capitalized interest period until 11/1/2020.

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2020/2021 O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$483,554.00
COLLECTION COSTS @	2%	\$10,288.38
EARLY PAYMENT DISCOUNT @	4%	\$20,576.77
TOTAL O&M ASSESSMENT		<u>\$514,419.15</u>

TOTAL ADMINISTRATIVE BUDGET		\$127,630.00
COLLECTION COSTS @	2%	\$2,715.53
EARLY PAYMENT DISCOUNT @	4%	\$5,431.06
TOTAL O&M ASSESSMENT		<u>\$135,776.60</u>

TOTAL FIELD BUDGET		\$355,924.00
COLLECTION COSTS @	2%	\$7,572.85
EARLY PAYMENT DISCOUNT @	4%	\$15,145.70
TOTAL O&M ASSESSMENT		<u>\$378,642.55</u>

**UNITS
ASSESSED**

	SERIES 2018	
LOT SIZE	O&M	DEBT SERVICE ⁽¹⁾
Single Family 40'	98	98
Single Family 50'	197	197
Single Family 60'	15	15
Single Family 70'	105	105
Unplatted - Future lots	751	0
Total Community	<u>1166</u>	<u>415</u>

ALLOCATION OF O&M ASSESSMENT		
	TOTAL	PER UNIT
EAU FACTOR	O&M BUDGET	ASSESSMENT
1.00	\$11,411.76	\$116.45
1.00	\$22,939.96	\$116.45
1.00	\$1,746.70	\$116.45
1.00	\$12,226.88	\$116.45
1.00	\$87,451.31	\$116.45
	<u>\$135,776.60</u>	

ALLOCATION OF O&M ASSESSMENT		
	TOTAL	PER UNIT
EAU FACTOR	O&M BUDGET	ASSESSMENT
1.00	\$89,414.39	\$912.39
1.00	\$179,741.16	\$912.39
1.00	\$13,685.88	\$912.39
1.00	\$95,801.13	\$912.39
0.00	\$0.00	\$0.00
	<u>\$378,642.55</u>	

PER LOT ANNUAL ASSESSMENT		
	DEBT	
O&M	SERVICE ⁽²⁾	TOTAL ⁽³⁾
\$1,028.84	\$1,398.79	\$2,427.63
\$1,028.84	\$1,398.79	\$2,427.63
\$1,028.84	\$1,398.79	\$2,427.63
\$1,028.84	\$1,398.79	\$2,427.63
\$116.45	\$0.00	\$116.45

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

(\$8,146.60)

(\$22,718.55)

Net Revenue to be Collected:

\$127,630.00

\$355,924.00

⁽¹⁾ Reflects the number of total lots with Series 2018 debt outstanding.

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

⁽³⁾ Annual assessment that will appear on November 2020 Clay County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

Discussion Regarding Amenities and COVID -19

Supervisor Requests

ADJOURNMENT