

Cross Creek North Community Development District

Board of Supervisors' Meeting May 10, 2022

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

www.crosscreeknorthcdd.org

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.

District Counsel Katie Buchanan Kutak Rock, LLP

District Engineer Brad Weeber England-Thims and Miller, Inc.

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

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

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.

<u>District Office · St. Augustine, Florida · (904) 436-6270</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.crosscreeknorthcdd.org</u>

May 2, 2022

Board of Supervisors Cross Creek North Community Development District

AGENDA

Dear Board Members:

7.

ADJOURNMENT

The **regular** meeting of the Board of Supervisors of the Cross Creek North Community Development District will be held on **May 10, 2022 at 3:30 p.m**. at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043. The following is the agenda for this meeting:

1.	CAL	L TO ORDER/ROLL CALL			
2.	AUE	DIENCE COMMENTS ON AGENDA ITEMS			
3.	BUSINESS ADMINISTRATION				
	A.	Consideration of the Minutes of Meeting from the Special			
		Board Meeting held on March 22, 2022Tab 1			
	B.	Ratification of Operation and Maintenance Expenditures for			
		February & March 2022Tab 2			
4.	STA	AFF REPORTS			
	Α.				
	B.				
	C.	Amenity Manager Report - Vesta			
		1.) Discussion Regarding use of the Amenity Dumpster			
		2.) Ratification of additional Seasonal Staffing			
	D.	Landscape Report			
		1.) Greenpoint Landscape Report			
	E.	District Manager			
5.	BUS	SINESS ITEMS			
	Α.	Ratification of Stormwater Easement Phase 2B-1Tab 3			
	B.				
	C.	Consideration of Resolution 2022-04; Approving FY 22/23			
		Proposed Budget & Set Public HearingTab 5			
	D.	Consideration of Renewal Agreement for Fountain			
		Preventative MaintenanceTab 6			
	E.	Consideration of Landowner Election Resolution 2022-05			
		Under Separate Cover			
	F.	Acceptance of the Annual Engineer's Report			
		Under Separate Cover			
	G.	Acceptance of Stormwater Analysis			
		Under Separate Cover			
6	ALIE	NENCE COMMENTS AND SUDEDVISOD DECUESTS			

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

Sincerely,

Lesley Gallagher

Lesley Gallagher District Manager

Tab 1

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MINUTES OF MEETING

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

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of Cross Creek North Community Development District was held on **Tuesday**, **March 22**, **2022 at 12:00 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043.

Present and constituting a quorum:

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

Also present were:

Ann Newland

Chad Willis

Audience

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Melissa Dobbins	Regional District Manager, Rizzetta & Company, Inc.
Carol Brown	District Manager, Rizzetta & Company, Inc.

Katie Buchanan District Counsel, Kutak Rock

Present

Scott Brizendine Vice-President, Rizzetta & Company, Inc.

(via speaker phone)

Kayla Connell Manager, District Financial Services, Rizzetta &

Company, Inc. (via speaker phone)

District Engineer, England-Thims and Miller Cynthia Wilhelm Representative, Nabors, Giblin & Nickerson

Steve Howell Field Operations Manager, Vesta Property Services

Account Manager, GreenPoint Landscaping

FIRST ORDER OF BUSINESS Call to Order

Mr. Porter opened the Board of Supervisors' meeting at 12:00 p.m. and read the roll call.

SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items**

Audience members addressed the Boar regarding the Vesta renewal proposal.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of Meeting from the Regular Board of Supervisors' Regular Meeting held on January 11, 2022

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 January 11, 2022 for the Cross Creek North Community Development District.

FOURTH ORDER OF BUSINESS

Ratification of the Operation and Maintenance Expenditures for December 2021 and January 2022

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified the Operation and Maintenance Expenditures for December 2021 in the amount of \$31,199.56 and January 2022 in the amount of \$33,584.55 for Cross Creek North Community Development District.

FIFTH ORDER OF BUSINESS

Acceptance of AMTEC Arbitrage Report, Series 2018, Period Ending December 31,

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board accepted the AMTEC Arbitrage Rebate Report for Series 2018, period ending December 31, 2021 noting no rebate liability, for Cross Creek North Community Development District.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel No report.

B. District Engineer
No report

C. Amenity Manager

1.) Amenity Manager Report, March 8, 2022 Mr. Howell reviewed his report under tab 4 and updated the Board that the UV system for the splash pad remains on back order.

- D. Landscape Report
 - 1.) GreenPoint Landscape Report Chad was not present at the time of his report and proposal.

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT March 22, 2022 Minutes of Meeting

Page 3

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Greenpoint proposal for plant replacements in the amount of \$1,485.00, for the Cross Creek North Community Development District.

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E. District Manager

Ms. Gallagher provided her written report to the Board and was available to answer any questions.

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SEVENTH ORDER OF BUSINESS

Consideration of Matters Related to Series 2022 Bonds

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Mr. Porter updated the audience that the next several agenda items involved the Series 2022 bonds, which would not impact the existing property owners.

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EIGHTH ORDER OF BUSINESS

Consideration of Final Supplemental Assessment Methodology

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved Final Supplemental Assessment Methodology Report, for the Cross Creek North Community Development District.

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NINTH ORDER OF BUSINESS

Consideration of Final Supplemental Engineer's Report

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

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TENTH ORDER OF BUSINESS

Consideration of Resolution 2022-03; Supplemental Assessment for Series 2022 Bonds

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted, Resolution 2022-03; Supplemental Assessment for Series 2022 Bonds, for the Cross Creek North Community Development District.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved Notice of Series 2022 Assessments, for the Cross Creek North Community Development District.

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ELEVENTH ORDER OF BUSINESS

Consideration of Developer Agreements

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Mr. Porter reviewed agenda items 5A, iv, a, b, c and d with the Board.

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1.) Completion Agreement, Ture-Up Agreement, Collateral Assignment Agreement and Declaration of Consent to Jurisdiction.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified approval of the 1.) Completion Agreement, Ture-Up Agreement, Collateral Assignment Agreement and Declaration of Consent to Jurisdiction, for the Cross Creek North Community Development District.

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Ms. Buchanan noted that the Chairman had previously executed the Acquisition Agreement for Series 2022 bonds and requested that the Board ratify his approval.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified the Acquisition Agreement for Serie 2022 Bonds, for the Cross Creek North Community Development District.

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TWELFTH ORDER OF BUSINESS

Consideration of Matters Related to Project Construction Including Series 2022 Project

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1.) Ratification of Assignment of Phase 2A, 2B-1, 2B-2, 2C and 2B-2F Construction Agreements and Acquisition of Completed Improvements.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified Assignment of Phase 2A, 2B-1, 2B-2, 2C and 2B-2F Construction Agreements and Acquisition of Completed Improvements, for the Cross Creek North Community Development District.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified, Executed Phase 2, Unit 2A (remaining) and Offsite Utilities Acquisition Package, for the Cross Creek North Community Development District.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified Executed Phase 2, Unit 2A Utility Acquisition Package, for the Cross Creek North Community Development District.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified Executed Phase 2, Unit 2B-1 Utility Acquisition Package, for the Cross Creek North Community Development District.

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2.) Ratification of Acquisition of Phase 1 Amenity Improvements

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified Acquisition of Phase 1 Amenity Improvements, for the Cross Creek North Community Development District.

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3.) Consideration of Assignment of Phase 2 Amenity Construction Contract and Acquisition of Completed Improvements.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Assignment of Phase 2 Amenity Construction Contract and Acquisition of Completed Improvements, for the Cross Creek North Community Development District.

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Ms. Buchanan reviewed that in connection with the acquisitions discussed earlier there were six requisitions that involve the District paying the Developer for those improvements that have already been completed. She then read through the requisition amounts as follows:

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- Requisition #1 \$1,512,781.15
- Requisition #2 \$3,220,110.72
- Requisition #3 \$1,265,631.08
- Requisition #4 \$6,530,822.88
- Requisition #5 \$2,633,085.71
- Requisition #6 \$270,000,00

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Requisitions #1 through #6 and delegated the authority to the Chairman to finalize and submit after bond issuance, for the Cross Creek North Community Development District.

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THIRTEENTH ORDER OF BUSINESS

Consideration of Vesta Facility Attendant Staffing and Renewal Proposal

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Mr. Howell reviewed an updated proposal (Exhibit A) from Vesta for renewal of the services June 15, 2022. Discussed ensued and comments were received from the audience regarding lack of accountability by Vesta at the current time. Mr. Howell explained that they were implementing daily checklists that were to be weekly. He also noted that he would be overseeing the landscape maintenance company and utilizing a checklist program for their amenity areas, which would allow residents to provide additional feedback.

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT March 22, 2022 Minutes of Meeting

Page 6

159 Mr. Porter updated the audience that all CDD contracts include a 30-day cancellation 160 cause.

FOURTEENTH ORDER OF BUSINESS

Consideration of Proposals for Common Area Maintenance, Phases 2A, 2B-1 and 2B-2

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Ms. Gallagher updated the Board that there was an additional Greenpoint proposal for area 2B-1 (Exhibit B) to be considered bringing the total number of Greenpoint proposals to three and two for Charles Aquatics.

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> On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the proposals for Greenpoint for areas in Phase 2A, 2B-1 and 2B-2 as well as the Charles Aguatics proposals for ponds in Phase 2A and 2B-2, for the Cross Creek North Community Development District.

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Areas in 2B-2 were not expected to begin maintenance until June 2022.

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FIFTEENTH ORDER OF BUSINESS

Consideration of Vesta Facility Attendant Staffing and Renewal Proposal (Continued)

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> On a motion by Mr. Ricci, seconded by Mr. Teagle, with all in favor, the Board approved the Vesta Renewal proposal in the amount of \$75,639.00, effective June 15, 2022, for the Cross Creek North Community Development District.

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SIXTEENTH ORDER OF BUSINESS

Consideration of Addendum to Vesta Agreement, Regarding District Purchases

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> On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the Vesta Agreement granting authority to make payments directly to vendors for emergencies and non-recurring purchases with a limit of \$1,000.00, for the Cross Creek North Community Development District.

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SEVENTEENTH ORDER OF BUSINESS

Consideration of Kutak-Rock Fee Agreement

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Kutak-Rock Fee Agreement, for the Cross Creek North Community Development District.

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CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT March 22, 2022 Minutes of Meeting

Chairman/Vice Chairman

Page 7

EIGHTEENTH ORDER OF BUSINESS 188 Consideration of J. Lucas & Associates 189 Worth Authorization for Signage and Striping 190 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the J. Lucas & Associates Worth Authorization for Signage and Striping, for the Cross Creek North Community Development District. 191 NINETEENTH ORDER OF BUSINESS **Consideration of Proposals for Dog Waste** 192 193 **Stations** 194 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Doody Daddy proposal to service 7 stations (3 existing and 4 to be installed by Doody Daddy) at an expense of \$361.00 per month for a two-year term, for the Cross Creek North Community Development District. 195 196 TWENTIETH ORDER OF BUSINESS **Supervisor Requests and Audience** 197 Comments 198 199 No supervisor requests. 200 201 Audience comments were heard on the following items: trash, manhole covers, mailboxes, and do waste stations. 202 203 TWENTY-FIRST ORDER OF BUSINESS Adjournment 204 205 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adjourned meeting at 1:04 p.m. for the Cross Creek North Community Development District. 206 207 208

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Secretary/Assistant Secretary

Tab 2

<u>DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084</u>

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

WWW.CROSSCREEKNORTHCDD.ORG

Operation and Maintenance Expenditures February 2022 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2022 through February 28, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: \$37,639.26

Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

Paid Operation & Maintenance Expenditures February 1, 2022 Through February 28, 2022

Vendor Name	Check Numbe	r Invoice Number	Invoice Description	Invo	oice Amount
Alpha Dog Audio, Video,					
Security, LLC	001560	21531	Monthly Contracted Services 02/22 Monthly Aquatic Maintenance for 15	\$	50.00
Charles Aquatics, Inc.	001561	44434 Clay Water	Ponds 02/22	\$	1,388.00
Clay County Utility Authority	2022-02-01	Summary 01/22 Electric Summary	Clay Water Summary 01/22	\$	2,114.07
Clay Electric Cooperative, Inc.	2022-02-02	01/22 849574 144	Electric Summary 01/22	\$	2,391.00
Comcast	2022-02-03	1963216 02/22	Phone Internet & Cable 02/22	\$	284.62
England, Thims & Miller, Inc	001562	0201406	Engineering Services 01/22 Monthly Landscape Maintenance	\$	380.00
GreenPoint Inc	001558	10180	01/22 Monthly Landscape Maintenance	\$	10,152.08
GreenPoint Inc	001563	10759	02/22	\$	10,152.08
Hawkins, Inc	001555	6106858	Pool Chemicals 01/22	\$	318.68
Kutak Rock LLP	001559	2981399	Legal Services 12/21	\$	245.00
North Florida Irrigation, Inc Republic Services of Florida,	001556	0005631060-001	Fountain Maintenance 01/22	\$	759.00
Limited Partnership	2022-02-04	0687-001197672	Waste Disposal Services 02/22	\$	99.48
Rizzetta & Company, Inc.	001554	INV0000065383	District Management Fees 02/22	\$	4,144.84

Paid Operation & Maintenance Expenditures February 1, 2022 Through February 28, 2022

Vendor Name	Check Number	<u>Invoice Number</u>	Invoice Description	Invo	oice Amount
Vesta Property Services, Inc	001564	394765	Maintenance Services 02/22	\$	4,524.75
Vesta Property Services, Inc	001564	395645	Pool Chemicals & Supplies 01/22	\$	635.66
Report Total				<u>\$</u>	37,639.26

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<u>DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084</u>

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

WWW.CROSSCREEKNORTHCDD.ORG

Operation and Maintenance Expenditures March 2022 Presented For Board Approval

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

The total items being presented: \$31,234.93

Approval of Exp	enditures:	
Chairper	son	
Vice Cha	airperson	
Assistan	t Secretary	

Paid Operation & Maintenance Expenditures March 1, 2022 Through March 31, 2022

Vendor Name	Check Number	er Invoice Number	Invoice Description	Invo	ice Amount
Alpha Dog Audio, Video,					
Security, LLC	001569	22298	Monthly Contracted Services 03/22 Board of Supervisors Meeting	\$	50.00
Anthony K. Sharp	001581	AS032222	03/22/22 Monthly Aquatic Maintenance for 15	\$	200.00
Charles Aquatics, Inc.	001570	44644 Clay Water	Ponds 03/22	\$	1,388.00
Clay County Utility Authority	2022-03-01	Summary 01/22 Clay Water	Clay Water Summary 01/22	\$	173.32
Clay County Utility Authority	2022-03-01	Summary 02/22 Electric Summary	Clay Water Summary 02/22	\$	2,016.46
Clay Electric Cooperative, Inc.	2022-03-02	02/22 849574 144	Electric Summary 02/22	\$	2,222.00
Comcast	2022-03-03	1963216 03/22	Phone Internet & Cable 03/22 E-Blast Communication Annual	\$	285.62
Constant Contact, Inc	2022-03-04	6VL5TLEBB6022	Membership 03/22	\$	82.48
Grau & Associates	001571	22075	Audit Services FY 20/21	\$	2,000.00
GreenPoint Inc	001565	10902	Remove Dead Palms at Amenity Center 02/22 Monthly Landson Maintenance	\$	200.00
GreenPoint Inc	001572	11377	Monthly Landscape Maintenance 03/22	\$	10,152.08
Hawkins, Inc	001567	6123351	Pool Chemicals 02/22	\$	537.54
Hawkins, Inc	001573	6133120	Pool Chemicals 03/22	\$	458.75

Paid Operation & Maintenance Expenditures March 1, 2022 Through March 31, 2022

Vendor Name	Check Number	er Invoice Number	Invoice Description	Invo	oice Amount
Hawkins, Inc	001575	6142217	Pool Chemicals 03/22		602.86
James Teagle	001582	JT032222	Board of Supervisors Meeting 03/22/22	\$	200.00
Kutak Rock LLP	001574	3020403	Legal Services 01/22	\$	1,042.50
Mark Dearing	001577	MD032222	Board of Supervisors Meeting 03/22/22	\$	200.00
Phil Lentsch dba. Office Dynamics	001578	00034491	Printing Of Agenda Booklets 03/22	\$	73.16
Republic Services of Florida, Limited Partnership	2022-03-05	0687-001205107	Waste Disposal Services 03/22	\$	101.49
Rizzetta & Company, Inc.	001566	INV0000066299	District Management Fees 03/22	\$	4,144.84
Robert Porter	001579	BP032222	Board of Supervisors Meeting 03/22/22	\$	200.00
Shane T. Ricci	001580	SR032222	Board of Supervisors Meeting 03/22/22	\$	200.00
Turner Pest Control LLC	001583	17404257	Pest Control Quarterly 03/22	\$	115.50
Vesta Property Services, Inc	001568	395922	Maintenance Services 03/22	\$	4,524.75
Vesta Property Services, Inc	001576	396716	Pool Chemicals & Supplies 02/22	\$	63.58
Report Total				\$	31,234.93

Tab 3

This Instrument Prepared by and Record and Return to:
Mark C. Dearing, Esquire
4220 Race Track Road
St. Johns, FL 32259

Property Appraiser's Parcel
Identification No.

STORMWATER DRAINAGE, MAINTENANCE, ACCESS AND UTILITY EASEMENT

	THIS STORM	WATER DRA	INAGE 1	EAS	EMEN	T (this	"Ease	ement") is he	ereby d	edicate	d as of
this	day of		_ 20,	by	D.R.	HORTO	ON,	INC.	- JA	ACKSO	ONVILI	LE, a
Delawa	are corporation ("Grantor"), who	ose addre	ess i	s 4220	Race T	rack	Road,	St. Jo	hns, F	L 3225	9, and
CROSS	S CREEK NORT	TH COMMUNI	TY DEV	ELC	PMEN	T DIST	RICT	, a loc	al un	it of sp	ecial p	urpose
governi	ment established	and existing ur	nder Cha	pter	190, F	lorida S	tatute	s ("Gr	antee	"), who	ose add	ress is
2806 N	. Fifth Street, Su	ite 403, St. Aug	ustine, Fl	lorid	a 32084	4.						

WITNESSETH: that Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege, and authority to Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair, below the surface of the ground, facilities and associated equipment for sewer under the following described land situate in Clay County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO (the "Easement Premises")

TOGETHER with the right of Grantee, its successors and assigns, of ingress and egress to and over the Easement Premises, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements upon, over, under, or in said lands, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

Grantee agrees to indemnify and hold Grantor harmless from and against liability resulting to the Easement Premises resulting from the actions of Grantee in constructing or using the Easement Premises for the purposes set forth herein. Upon the completion of construction of the sewer facilities to be constructed within the Easement Premises, Grantee agrees to restore the surface of the Easement Premises to the grade and condition existing immediately prior to the commencement of construction.

Grantee is also granted the right to assign and transfer all of its right, title and interest in this Easement to Clay County, Florida or other public utility or governmental authority, and this easement will run with the title to the Easement Premises.

GRANTOR represents and warrants that it is the true owner of record of the properties described herein and that it has full power and authority to grant to Grantee the rights granted hereunder.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name the day and year first above written.

Signed and Sealed in Our Presences as Witnesses:	GRANTOR: D.R. HORTON, INC. – JACKSONVILLE, a Delaware corporation			
	By:			
Print Name:	Print Name:			
	Its:			
Print Name:				
	wledged before me, by online notarization or by physical			
, the Vice President of D.R. F. corporation. He is personally known to	, 20, by Horton, Inc. – Jacksonville, a Delaware corporation, on behalf of the to me and did not take an oath.			
	Notary Public, State and County Aforesaid			
	Print Name:			
	Commission Number:			
[NOTARY SEAL]	My Commission Expires:			

JAX\957364_1 -2-

Exhibit "A"

JAX\957364_1 -3-



April 19, 2022

Work Order No. 20-290.00 File No. 127F-11.00G

Drainage Easement 4

A portion of Lot 441, together with a portion of Tract "I", as depicted on Cross Creek Unit 2B-1, recorded in Plat Book 66, pages 1 through 10, of the Public Records of Clay County, Florida, being more particularly described as follows:

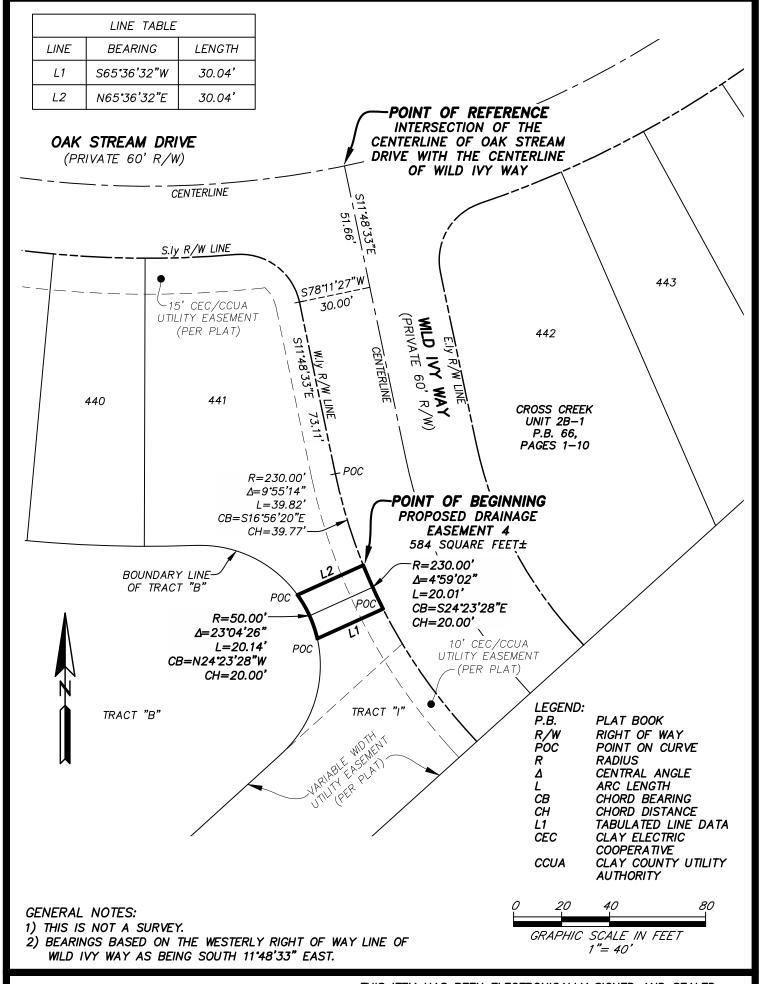
For a Point of Reference, commence at the intersection of the centerline of Oak Stream Drive, a private 60' right of way as presently established, with the centerline of Wild Ivy Way, a private 60' right of way as presently established; thence South 11°48'33" East, along said centerline of Wild Ivy Way, 51.66 feet; thence South 78°11'27" West, departing said centerline, 30.00 feet to a point lying on the Westerly right of way line of said Wild Ivy Way; thence South 11°48'33" East, along said Westerly right of way line, 73.11 feet to a point on a non-tangent curve concave Easterly having a radius of 230.00 feet; thence Southerly along said Westerly right of way line and along the arc of said curve, through a central angle of 09°55'14", an arc length of 39.82 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 16°56'20" East, 39.77 feet.

From said Point of Beginning, thence continue Southeasterly along said Westerly right of way line and along the arc of a curve concave Northeasterly having a radius of 230.00 feet, through a central angle of 04°59'02", an arc length of 20.01 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 24°23'28" East, 20.00 feet; thence South 65°36'32" West, departing said Westerly right of way line and along a non-tangent line, 30.04 feet to a point lying on the boundary line of Tract "B", as depicted on said Cross Creek Unit 2B-1; thence Northwesterly along the arc of a non-tangent curve concave Southwesterly having a radius of 50.00 feet, through a central angle of 23°04'26", an arc length of 20.14 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 24°23'28" West, 20.00 feet; thence North 65°36'32" East, departing said boundary line and along a non-tangent line, 30.04 feet to the Point of Beginning.

Containing 584 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF LOT 441, TOGETHER WITH A PORTION OF TRACT "I", AS DEPICTED ON CROSS CREEK UNIT 2B-1, RECORDED IN PLAT BOOK 66, PAGES 1 THROUGH 10, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.





THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642–8550 Fax: (904) 642–4165 Certificate of Authorization No.: LB 3624

SCALE: <u>1"=40'</u>

DATE: APRIL 19, 2022

BOB L. PITTMAN
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA PSM No. 4827

Tab 4



Chris H. Chambless

Supervisor of Elections Clay County, Florida

April 15, 2022

Cross Creek North Community Development District Attention: William Rizzetta 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614

Dear Mr. Rizzetta:

I have queried the number of eligible voters residing within the Cross Creek North Community Development District as of April 15, 2022. At this time, there are 725 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.

In an effort to keep our records updated please notify us of any changes to the Board due to resignations or appointments.

Thank you,

Lynn Gaver, MFCTP 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 5

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2022/2023; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; 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, 2022, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings 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 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "District's Office," 2806 N. Fifth Street, Suite 403, St. Augustine, Florida 32084. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's

Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2022, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

	3.	SETTING PUBLIC HEARINGS.	Pursuant to Chapters 170,	190, and 197, Florida
Statu	tes,	public hearings on the approved I	Proposed Budget and the As	ssessments are hereby
decla	red a	and set for the following date, hour	and location:	

DATE:	, 2022
HOUR:	
LOCATION:	

- **4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Clay County at least 60 days prior to the hearing set above.
- **5. 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 3, and shall remain on the website for at least 45 days.
- **6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Clay County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.
- **7. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - **8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10th DAY OF MAY 2022.

ATTEST:	CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT				
Secretary / Assistant Secretary	Chairperson /Vice Chairperson, Board of Supervisors				

Exhibit A: Proposed Budget

The Fiscal Year 2022/2023 Proposed Budget Will Be Provided Under Separate Cover

Tab 6

Client Name: CROSS CREEK NORTH C.D.D.

FOUNTAIN PREVENTATIVE MAINTENANCE AGREEMENT

THIS AGREEMENT is effective as of the 27th day of April, 2021, by and between NORTH FLORIDA IRRIGATION EQUIPMENT INC., a Florida corporation with business offices located at 3200 Powers Avenue, Jacksonville, Florida 32207 (hereinafter referred to as the "Contractor"), and Cross Creek North C.D.D., a local unit of special-purpose government with business offices located at 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 (hereinafter referred to as the "Client"). This agreement will provide for the Contractor's furnishing of professional services in connection with the project described in an executed Work Order that shall constitute the entire integrated Agreement.

1. <u>INDEPENDENT CONTRACTOR</u>. The Contractor is an independent contractor to the Client, responsible for determining the methods and means to be used in performing its Services under this Agreement, and is not an employee, agent, partner or joint venture of the Client.

2. SERVICES.

- 2.1. The Preventative Maintenance Services provided within this Agreement in no way represent an extended warranty agreement. The Contractor shall provide the following Preventative Maintenance Services as part of this Agreement:
 - 2.1.1. Inspect and clean control panel.
 - 2.1.2. Check control panel for proper voltage and amperage. Breaker replace is the only Service adjustment which includes labor as part of this Agreement, ALL other repairs to the control panel will be billed at (\$125.00/Hour) plus parts.
 - 2.1.3. Check fountain for burned out bulbs and broken lenses.
 - 2.1.4. Check fountain motor for any insufficient performance. If repair to fountain motor is deemed necessary, labor is NOT included and will be billed separately at (\$125.00/ Hour) plus parts.
 - 2.1.5. Clean nozzle and suction screen.
 - 2.1.6. Clean light lenses.
 - 2.1.7. Check and adjust tether ropes.
 - 2.1.8. Level fountain float.
 - 2.1.9. Inform designated person of any problems found.
- 2.2. All parts for the above referenced Services are billed separately; PARTS ARE NOT INCLUDED IN THE SERVICES OUTLINED AS PART OF THIS AGREEMENT.
- 2.3. The number of fountains and frequency of servicing for a specific property shall be outlined as in separately authorized Work Orders (the "Services").
- 3. <u>ADDITIONAL SERVICES</u>. The Contractor shall not furnish services beyond the Services unless authorized in advance and in writing by the Client (hereinafter "Additional Services"). Before such Additional Services shall be rendered, the scope of such Additional Services and the compensation therefor shall be mutually agreed by written amendment to this Agreement.
 - 3.2. Parts and labor for items not included in the above referenced Services shall be billed separately. Labor rate for repair of items not included in the above Services shall be billed at (\$125.00/Hour) One Hundred Twenty Five Dollars per hour.
- 4. WORK ORDERS. North Florida Irrigation Equipment Inc., through its authorized representative, shall prepare and execute Work Order that shall be attached to and become a part of this Agreement. The Work Order shall specify the assignment, desired deliverables, schedule, and the amount of compensation/ method of payment. The Work Order shall be signed by the Client.
- 5. <u>PERIOD OF SERVICE</u>. The term of this Agreement shall be through June 4th, 2022, unless sooner terminated as provided in Article 8 hereof or extended through written agreement signed by the Parties to this Agreement. The Contractor's Services shall be performed in a manner, sequence and timing as outlined in the attached Work Order.

6. FAYMENTS TO THE CONTRACTOR.

- The Client shall pay the Contractor for Services performed and Reimbursable Expenses incurred, if any, as set forth in the applicable Work Order.
- 6.2. The Contractor shall submit periodic invoices to the Client for Services rendered and Reimbursable Expenses incurred. Client shall exert reasonable and diligent efforts to provide payment of all amounts due within thirty days of invoice.
- 6.3. Terms of billing shall follow frequency of Services as set forth in the attached Work Order.
- 6.4. Client shall pay all expenses and fees for collection or enforcement hereof, including attorneys fees of not less than 25% of Client's account debt or a reasonable attorneys fee, whichever is greater if account is placed with counsel. Service charges accrue on Client's past due account at a rate of 1 ½% per month. Client hereby submits to the jurisdiction of the Courts of the State of Florida, whose laws shall govern this Agreement.

7. TERMINATION.

- 8.1. This Agreement may be terminated by either party by giving seven (7) days written notice in the event of a substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party.
- 8.2. The Contractor may terminate this Agreement for its convenience, or suspend the work called for berein for a period not to exceed sixty (60) days:
- SUCCESSORS AND ASSIGNS; CONTRACTS WITH CONTRACTORS. The Client shall not assign, sublet or transfer any rights or obligations in this Agreement without the prior written consent of the Contractor.
- 10. ENTIRE AGREEMENT. This Agreement and all attachments or Work Orders hereto constitute the entire and integrated Agreement between the Contractor and the Client and supersede all prior written or oral understandings between the Parties with respect to the subject matter hereof. This Agreement and said attachments may only be amended, modified or supplemented by a written instrument signed by an authorized representative of each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, in duplicate counterparts, by their authorized representatives as of the date first above written.

CONTRACTOR
NORTH FLORIDA IRRIGATION EQUIPMENT,

Typed Name: Kenneth Vensel

Title: Fountain Sales/ Service Manager

CLIENT CROSS CREEK NORTH CDD

Robert Porter

Chairman

ADDENDUM ONE TO FOUNTAIN PREVENTATIVE MAINTENANCE AGREEMENT ("AGREEMENT") BETWEEN THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") AND NORTH FLORIDA IRRIGATION EQUIPMENT, INC. ("CONTRACTOR")

The following provisions govern the Agreement referenced above:

- 1. **EFFECT OF ADDENDUM.** The Agreement shall be deemed effective as of the date of the full execution of this Addendum. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.
- 2. INDEMNIFICATION. Contractor shall use reasonable care in performing the services, and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify and hold harmless the District, and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, paralegal fees and expert witness fees and costs, to the extent caused by any acts or omissions of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the Agreement.
- 3. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall

- furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- 4. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- 5. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Lesley Gallagher ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.
 - IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, LGALLAGHER@RIZZETTA.COM, OR AT 2806 NORTH FIFTH STREET, UNIT 403, ST. AUGUSTINE, FLORIDA 32084.
- 6. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

- 7. SITE CONDITIONS. The Contractor shall keep the pietnises and surrounding area free from accumulation of extraordinary waste materials or rubbish caused by operations under the Contract. At the completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.
- 8. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Floridand Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

NORTH FLORIDA IRRIGATION EQUIPMENT, INC.

BY: KENNY VENSEL

119: FOUNTAIN SERVICE MANAGER

Date: 6/4/21

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

By: Robert Porter

Its: Chairman
Date: 6/17/2021

NORTH FLORIDA IRRIGATION EQUIPMENT INC. D.B.A. FLUID SOLUTIONS



Print Name

FOUNTAIN WORK ORDER



Work Order Date: Project Name: Client Name: Contact Person:	4/27/2021 CROSS CREEK NORTH CROSS CREEK NORTH C.D.D. LESLEY GALLAGHER	Work Order Number:			
Project Location:	BIG OAK DR.				
City: Phone:	GREEN COVE SPRINGS State: FL 904-436-6270 Fax:		Zip Code:	32043	
Thore.	904-450-0270 Fax		Cell:		
ITEM NO.	FOUNTAIN DESCRIPTION	QTY	MAINTENANCE	UNIT NET	TOTALS
	7110 30 511		VISITS PER YEAR		
	7 HP with light package	1	3	\$175.00	\$525.00
	15 HP with light package	1	3	\$200.00	\$600.00
		0	0	\$0.00	\$0.00
		0	0	\$0.00	\$0.00
		0	0	\$0.00	\$0.00
		0	0	\$0.00	\$0.00
		0	0	\$0.00	\$0.00
		0	0	\$0.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
				777	\$0.00
Note: **Sales tax is not calculated in this proposal, if sales tax should be req be calculated according to all applicable local sales tax for the location of the feature.				Sub-Total Project Total	\$1,125.00 \$1,125.00
This Work Order valid through:	04/27/22		Work Order by: KE		
CROSS CREEK NORTH C.D.D.			Authorized by: MA		
(nereinatter "Contractor"), in according 2021, all of which terms and conditional copy to the attention of	norize the following Work Order or Services (hereinafte dance with the terms and conditions of this Work Order tions are incorporated herein by reference. If this Work Kenny Vensel at North Florida Irrigation Equipment oportunity to quote these professional services. If you see the CROSS CREEK NORTH.	and the Order n	FOUNTAIN MAINTEN neets with your approved and retain one copy for your	NANCE AGREEMENT, or ral, please sign below a your records. North Flor	dated April 27th, and return one
rroject Name:	CROSS CREEK NORTH		-		
This proposal is accepted this date	At	uthorizat	ion to proceed is hereb	oy given.	
Authorized Signature Print Name			Mail: P.O.		e, FL 32207-8014 e, FL 32241-3936 ex: 904-731-4189
2.0.00000000000000000000000000000000000				www.northflo	ridairrigation.com

