



Rizzetta & Company

Cross Creek North Community Development District

**Board of Supervisors' Meeting
November 8, 2022**

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

www.crosscreeknorthcdd.org

CROSS CREEK NORTH DEVELOPMENT DISTRICT AGENDA

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

**All Cellular phones and pagers must be turned off while in the meeting.
The District Agenda is comprised of five different sections:**

The **regular** meeting will begin promptly at **3:30 p.m.** with the first section which is called **Public Comments**. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (904) 436-6270, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

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

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors
Cross Creek North Community
Development District

November 1, 2022

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Cross Creek North Community Development District will be held on **November 8, 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 tentative agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Administration of Oath of Office.....Tab 1
 - B. Consideration of Resolution 2023-01; Canvassing and Certifying the Landowners Election.....Tab 2
 - C. Consideration of Resolution 2023-02; Redesignating Officers.....Tab 3
 - D. Consideration of the Minutes of Landowner Election held November 7, 2022 (under separate cover)
 - E. Consideration of the Minutes of the Meeting held on August 9, 2022.....Tab 4
 - F. Ratification of Operation and Maintenance Expenditures for July 2022.....Tab 5
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Manager Report
 1. Charles Aquatics Service Report.....Tab 6
 - D. Landscape Report
 - E. District Manager
5. **BUSINESS ITEMS**
 - A. Consideration of Proposal from Charles Aquatics for Maintenance of Phase 2C Ponds.....Tab 7
 - B. Consideration of Proposal from Greenpoint for Maintenance of Phase 2C Common Areas.....Tab 8
 - C. Ratification of FY 22/23 District Insurance Policy Renewal.....Tab 9
 - D. Consideration of Proposal for Annual Engineer's Report.....Tab 10
 - E. Update on Turner Pest Control Fees.....Tab 11
 - F. Consideration of Proposal(s) for Roundabout Striping (under separate cover)
 - G. Consideration of Proposal for Plant Replacements.....Tab 12
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Sincerely,
Lesley Gallagher
Lesley Gallagher

Tab 1

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

Signature

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing oath was administered before me by means of physical presence or online notarization this _____ day of _____, 2020, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Cross Creek North Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public
STATE OF FLORIDA

My Commission Ends: _____

Tab 2

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the Cross Creek North Community Development District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 07, 2022, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

Section 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____	_____	Votes
_____	_____	Votes
_____	_____	Votes

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisor, the above-named persons are declared to have been elected for the following terms of office:

_____	4 Year Term
_____	4 Year Term
_____	2 Year Term

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

PASSED AND ADOPTED THIS 8th DAY OF NOVEMBER 2022

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 3

RESOLUTION 2023-02

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

WHEREAS, Cross Creek North Community Development District (hereinafter 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, the Board of Supervisors of the District desires to designate the Officers of the District.

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

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 8th DAY OF November 2022

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASST. SECRETARY

Tab 4

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, August 9, 2022 at 3:30 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043.

Present and constituting a quorum:

Robert Porter	Board Supervisor, Chairman
Shane Ricci	Board Supervisor, Assistant Secretary
Mark Dearing	Board Supervisor, Assistant Secretary
Anthony Sharp	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchannan	District Counsel, Kutak Rock
Steve Howell	Field Operations Manager, Vesta Property Services

Audience members present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter opened the Board of Supervisors' meeting at 3:30 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Audience had comments relating to the proposed budget.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of Meeting
from the Regular Board of Supervisors'**

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Regular Meeting held on July 12, 2022

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the Minutes of Meeting from the Regular Board Meeting held on July 12, 2022 for the Cross Creek North Community Development District.

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FOURTH ORDER OF BUSINESS

Ratification of the Operation and Maintenance Expenditures for May and June 2022

On a motion by Mr. Dearing, seconded by Mr. Ricci with all in favor, the Board ratified the Operation and Maintenance Expenditures for May 2022 in the amount of \$36,986.91, and June 2022 in the amount of \$40,503.90, for Cross Creek North Community Development District.

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FIFTH ORDER OF BUSINESS

Staff Reports

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- A. District Counsel
Ms. Buchanan updated the Board she had received a letter regarding a construction lien claim and that she had spoken with that attorney and this appears to have been resolved. It was related to some confusion regarding a check between a contractor and a sub.
- B. District Engineer
Not requested to attend.
- C. Amenity Manager
 - 1. Charles Aquatics Report
Mr. Howell updated the Board that the staffing schedule had been adjusted as requested and that he continues to see improvement with landscaping. He also updated the Board that the fountain breaker had been repaired and that he has received the temporary parking signs for the mailbox and no smoking signs for the facility and will be installing those.
 - 2. Discussion Regarding Food Trucks
Mr. Howell stated that the District Office had received a request for food trucks at the amenity center. The Board authorized this with Vesta coordinating having agreements in place and the required insurance.
- D. Landscape Report
Greenpoint was not present.
- E. District Manager
Ms. Gallagher updated the Board that she has received an email from Mr. Lucas regarding the signage and striping at the roundabout and the County is finalizing

85 their review of this, he is currently waiting on their written approval. She also
86 updated the Board that James Teagle had shared with her that USPS had a site
87 inspection of the mailboxes in response to the request to relocate them and the
88 request was not approved.

89 The Board also authorized staff to begin the process to adopt the rules related to
90 towing and overnight parking on CDD property.

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92 **SIXTH ORDER OF BUSINESS**

**Consideration of Greenpoint Landscape
Renewal**

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94 On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved
the renewal proposal from Greenpoint Landscaping, for Cross Creek North Community
Development District.

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97 **SEVENTH ORDER OF BUSINESS**

**Public Hearing on Fiscal Year 2022-2023
Final Budget**

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99 On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board opened
both the public hearing on the FY 22/23 budget and the public hearing on assessments,
for the Cross Creek North Community Development District.

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101 Ms. Gallagher provided a review of the updates since the budget was proposed in May and the
102 Board took public comments regarding yearly increases, differences in costs, current
103 contracts, and access to financials.

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105 On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board closed
both the public hearing on the FY 22/23 budget and the public hearing on assessments,
for the Cross Creek North Community Development District.

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107 1. Consideration of Resolution 2022-07; Approving FY 2022-2023 Final Budget

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109 On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board adopted
Resolution 2022-07; Approving FY 2022/2023 Final Budget, for the Cross Creek North
Community Development District.

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111 2. Consideration of Resolution 2022-08; Imposing Special Assessments

112 On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board adopted
Resolution 2022-08; Imposing Special Assessments, for the Cross Creek North
Community Development District.

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EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2022-09;
Designating Time, Date, and Location of FY
2022/2023 Regular Meetings**

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board adopted Resolution 2022-09; Designating Time, Date, and Location of FY 2022/2023 Regular Meetings, for the Cross Creek North Community Development District.

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NINETH ORDER OF BUSINESS

**Acceptance of Third Addendum for
Professional District Services**

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board accepted the Third Addendum for Professional District Services, for the Cross Creek North Community Development District.

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TENTH ORDER OF BUSINESS

Ratification of Entry Lighting Proposal

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board ratified the proposal from T&M Electric to install 6 new 15 watt LED lights at the entry, for the Cross Creek North Community Development District.

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ELEVENTH ORDER OF BUSINESS

**Consideration of Proposal for Holiday
Lighting
(under separate cover)**

Mr. Howell updated the Board that he is still waiting on a proposal from M&G for Holiday Lighting. The Board authorized him to move forward with the same lighting as last year.

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TWELFTH ORDER OF BUSINESS

**Consideration of Proposal for Pond
Treatment – Pond 8**

On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board approved the Proposal for Pond Treatment in the amount of \$576.00 to treat spike rush that the carp were not controlling in pond 8, for the Cross Creek North Community Development District.

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TENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

No supervisor comments.

The Chairman reviewed the plans provided for the expanded amenity facility.

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Audience had comments on the following: Waterwheel, dog park, roundabout, new entry, timeframe for expanded amenities.

ELEVENTH ORDER OF BUSINESS

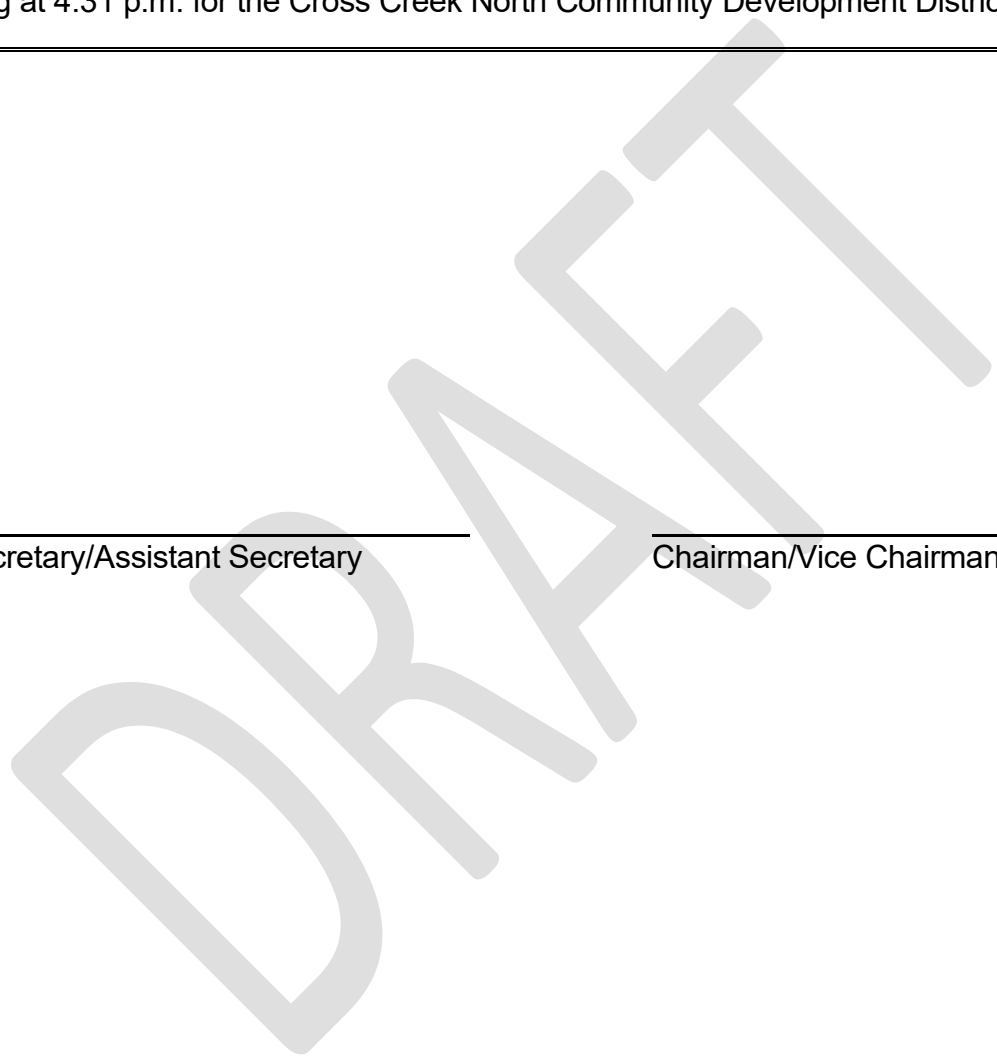
Adjournment

On a motion by Mr. Dearing, seconded by Mr. Ricci with all in favor, the Board adjourned meeting at 4:31 p.m. for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman



Tab 5

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.CROSSCREEKNORTHCDD.ORG

Operation and Maintenance Expenditures

July 2022

Presented For Board Approval

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

The total items being presented: **\$42,905.70**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anthony K. Sharp	001640	AS071222	Board of Supervisors Meeting 07/12/22	\$ 200.00
BBob's Backflow & Plumbing Services, Inc	001630	83656	Backflow Test 06/22	\$ 45.00
Charles Aquatics, Inc.	001642	45598	Monthly Aquatic Maintenance for 20 Ponds 07/22	\$ 1,920.00
Clay County Utility Authority	2022-07-01	Clay Water Summary 05/22	Clay Water Summary 05/22	\$ 1,894.87
Clay Electric Cooperative, Inc.	2022-07-02	Electric Summary 06/22	Electric Summary 06/22	\$ 3,045.00
Comcast	2022-07-03	849574 144 1963216 07/22	Phone Internet & Cable 07/22	\$ 285.53
Doody Daddy	001649	2207	Monthly Pet Waste Station Maintenance 07/22	\$ 168.00
England, Thims & Miller, Inc	001643	0203608	Annual Engineer's Report 06/22	\$ 190.00
England, Thims & Miller, Inc	001643	0203609	Stormwater Needs Analysis 06/22	\$ 535.00
GreenPoint Inc	001644	14734	Monthly Landscape Maintenance 07/22	\$ 11,910.83
Hawkins, Inc	001631	6218932	Pool Chemicals 06/22	\$ 724.80

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hawkins, Inc	001645	6229241	Pool Chemicals 07/22	\$ 570.39
Hi-Tech System Associates	001646	365138	Monthly Contracted Services 06/22	\$ 50.00
Hi-Tech System Associates	001646	366822	Monthly Contracted Services 07/22	\$ 50.00
Innersync	001632	20470	Website ADA Compliance Q4 21/22	\$ 384.38
Kutak Rock LLP	001633	3068607	Legal Services 05/22	\$ 1,372.50
Mark Dearing	001636	MD071222	Board of Supervisors Meeting 07/12/22	\$ 200.00
OPC News LLC dba Clay Today	001647	2022-227053	Legal Advertising 06/22	\$ 0.48
OPC News LLC dba Clay Today	001647	2022ci-2864	Legal Advertising 07/22	\$ 1,910.59
Republic Services of Florida, Limited Partnership	2022-07-04	0687-001235149	Waste Disposal Services 07/22	\$ 136.10
Rizzetta & Company, Inc.	001629	INV0000069312	District Management Fees 07/22	\$ 4,144.84
Rizzetta & Company, Inc.	001639	INV0000069645	Mass Mailing - Budget Notices 07/22	\$ 1,011.95

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Robert Porter	001637	BP071222	Board of Supervisors Meeting 07/12/22	\$ 200.00
Shane T. Ricci	001638	SR071222	Board of Supervisors Meeting 07/12/22	\$ 200.00
Tracy Schilling	001650	072222	Deposit Rental Refund 07/22	\$ 250.00
Turner Pest Control LLC	001641	18107469	Pest Control Quarterly 06/22	\$ 115.50
VAK-PAK, INC	001635	600067	PM Inspection & Parts 05/22	\$ 4,076.38
VAK-PAK, INC	001635	600071	Splash Pad Repairs 05/22	\$ 818.04
Vesta Property Services, Inc	001648	399715	Monthly Maintenance Services 07/22	\$ 6,280.75
Vesta Property Services, Inc	001648	400651	Pool Supplies 06/22	\$ 49.77
Weather Engineers, Inc.	001651	S74382	Fitness Center AC Repairs 06/22	\$ <u>165.00</u>
Report Total				\$ <u>42,905.70</u>

Tab 6



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: October 17, 2022

Biologist: Clayton Wilford

Client: Cross Creek

Contact: Leslie Gallagher

Waterways: 20 ponds

Pond 1: No algae or invasive species noted.



Pond 2: No algae or invasive species. Picked up minor trash. Fountain was working properly. Checked the outflow.



Pond 3: Previous treatment of the pennywort was effective. Spot treated for algae caused by decaying vegetation.



Pond 4: Previous treatment was effective. Pennywort is dying/ decaying.



Pond 5: Treated for minor perimeter vegetation and exposed spike rush.



Pond 6: Previous treatment was highly effective. No new growth or algae noted.



Pond 7: Pond in good condition. Picked up minor trash.



Pond 8: Treated exposed spike rush and algae forming from the decaying vegetation. Picked up trash from the shoreline.



Pond 9: Previous treatment was very effective.



Pond 10: Treated for pennywort around the pond. Picked up minor trash.



Pond 11: Previous treatment was effective. Pennywort is decaying. Picked up trash from the shoreline.



Pond 12: Previous treatment was effective. Picked up minor trash.



Pond 13: Noted algae and perimeter growth. Will return this month with a boat to do an effective treatment.



Pond 14: Pond is in excellent condition. No algae or invasive species. Checked the outflow structure.



Pond 15: Treated for cattails and pennywort.



Pond 16: Treated for cattails and alligator weed.



Pond 17: No algae or invasive species noted.



Pond 18: Treated for cattails and torpedo grass.



Pond 19: No algae or perimeter vegetation noted.



Pond 20: No algae or invasive species noted.



Tab 7



Aquatic Management Agreement

This **Agreement** dated *effective to start* _____, **2022**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Cross Creek 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

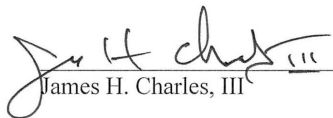
Hereinafter called "**CLIENT**".

- 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): Three (3) ponds located in Unit 2C of Cross Creek CDD 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>425.00</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>8.00/fish</u>
e) Permitting for Grass Carp	\$ <u>Included</u>
f) Fabrication and Installation of Aluminum Fish Barriers	\$ <u>55/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 December 31, 2022.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of non-native, invasive aquatic weeds:
 - a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control.
 - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking 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. Minor trash is defined as the amount of trash that can fit into a 5 gallon bucket. More trash than that will be an additional cost at \$75/manhour.
- 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 algaecides 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**.

Tab 8



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

Addendum to an Existing Contract

This document is in reference to a contract agreement dated 10 / 1 / 22 , between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that as outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract Between Cross Creek North CDD and GreenPoint Landscaping
No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

*The addendum is to add the 2C with pond banks mowed in their entirety.
An additional \$1700.00 will be added to the monthly bill*

Signature _____

_____ Date _____
Print Name

Signature _____

_____ Date _____
Print Name

Tab 9



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Cross Creek North Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

**Cross Creek North Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122302

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$1,883,891
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$262,000

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$21,207

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Collision Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

Cross Creek North Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122302

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$21,207
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,341
Public Officials and Employment Practices Liability	\$2,733
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$27,281

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance (“FIA”) for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys’ fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Cross Creek North Community Development District

(Name of Local Governmental Entity)

By: _____
Signature

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2022

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Cross Creek North Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- Building and Content TIV \$1,883,891 As per schedule attached
Inland Marine \$262,000 As per schedule attached
Auto Physical Damage Not Included

Signature: _____ Date: _____

Name: _____

Title: _____



Cross Creek North Community Development District

Policy No.: 100122302
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value			
	Address				Const Type	Term Date		Contents Value	Covering Replaced	Roof Yr Blt
	Roof Shape	Roof Pitch								
1	Entry Monument w/ Water Feature		2019	10/01/2022	\$300,000		\$300,000			
	Sandridge Road and Big Oak Drive Green Cove Springs FL 32043		Joisted masonry	10/01/2023						
	Simple hip			Metal panel						
2	Irrigation System		2019	10/01/2022	\$50,000		\$50,000			
	Sandridge Road and Big Oak Drive Green Cove Springs FL 32043		Pump / lift station	10/01/2023						
3	Amenity Building		2020	10/01/2022	\$747,500		\$795,671			
	2895 Big Oak Drive Green Cove Springs FL 32043		Frame	10/01/2023	\$48,171					
	Complex			Asphalt shingles						
4	Zero-entry pool, splash pad, pumps & equipment		2020	10/01/2022	\$515,470		\$515,470			
	2895 Big Oak Drive Green Cove Springs FL 32043		Below ground liquid storage tank / pool	10/01/2023						
5	Pool Furniture		2020	10/01/2022	\$15,000		\$15,000			
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2023						
6	Playground Equipment & Shade Structure		2020	10/01/2022	\$50,000		\$50,000			
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2023						
7	Pickle Ball & Tennis Court w/ Shaded Bench & Fencing		2020	10/01/2022	\$85,000		\$85,000			
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2023						

Sign: _____

Print Name: _____

Date: _____



Cross Creek North Community Development District

Policy No.: 100122302
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
8	Sand Volleyball Equipment and Border		2020	10/01/2022	\$10,000			
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2023			\$10,000	
9	Canvas Pavilion - Pool		2020	10/01/2022	\$40,250			
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2023			\$40,250	
10	Fencing		2020	10/01/2022	\$22,500			
	2895 Big Oak Drive Green Cove Springs FL 32073		Non combustible	10/01/2023			\$22,500	
Total:			Building Value	Contents Value	Insured Value			
			\$1,835,720	\$48,171	\$1,883,891			

Sign: _____

Print Name: _____

Date: _____



Inland Marine Schedule

Cross Creek North Community Development District

Policy No.: 100122302
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Pond #2 Fountain is a 15 HP Fountain		Other inland marine	10/01/2022 10/01/2023	\$60,000	\$1,000
2	Pond #4 Fountain is a 7.5 HP Fountain		Other inland marine	10/01/2022 10/01/2023	\$22,000	\$1,000
3	Security Cameras & Access System		Other inland marine	10/01/2022 10/01/2023	\$22,000	\$1,000
4	Parking Lot and Facilities Exterior Lighting		Other inland marine	10/01/2022 10/01/2023	\$153,000	\$1,000
5	Pool Lift Chair (Permanently Mounted)		Other inland marine	10/01/2022 10/01/2023	\$5,000	\$1,000
				Total	\$262,000	

Sign: _____

Print Name: _____

Date: _____

Tab 10

January 6, 2022

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

Reference: Cross Creek North Community Development District Annual Engineer's Report
ETM No. 19-327-08

Mr. Porter,

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

TASK 1 – ENGINEER'S ANNUAL REPORT

ETM proposes to prepare an Engineer's Annual Report letter as requested by the CDD District Manager. As this is the first year ETM has been the District engineer, this year's report will require more time and budget than future years will require.

Lump Sum Fee\$3,800.00

Expenses:

Expenses, such as final printing, delivery service, mileage and travel, shall be invoiced in accordance with previously approved General Consulting Services Contract and District Policy. Sub-consultant fees shall be invoiced at cost plus 5%.

Reference: CDD Annual Engineer's Report
ETM No. 19-327-08

ITEMS NOT INCLUDED

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

Reference: CDD Annual Engineer's Report
ETM No. 19-327-08

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2022**

CEO/CSO.....	\$375.00/Hr.
President.....	\$330.00/Hr.
Executive Vice President.....	\$320.00/Hr.
Vice President	\$257.00/Hr.
Senior Engineer/ Senior Project Manager.....	\$205.00/Hr.
Project Manager	\$190.00/Hr.
Director.....	\$175.00/Hr.
Engineer.....	\$165.00/Hr.
Assistant Project Manager	\$155.00/Hr.
Senior Planner /Planning Manager.....	\$190.00/Hr.
Planner.....	\$155.00/Hr.
CEI Project Manager.....	\$175.00/Hr.
CEI Senior Inspector.....	\$155.00/Hr.
CEI Inspector	\$125.00/Hr.
Senior Landscape Architect.....	\$175.00/Hr.
Landscape Architect.....	\$160.00/Hr.
Senior Technician.....	\$155.00/Hr.
GIS Developer / Senior Analyst.....	\$170.00/Hr.
GIS Analyst	\$140.00/Hr.
Senior Engineering Designer / Senior LA Designer.....	\$160.00/Hr.
Engineering Intern	\$140.00/Hr.
Engineering/Landscape Designer.....	\$140.00/Hr.
CADD/GIS Technician.....	\$125.00/Hr.
Administrative Support.....	\$90.00/Hr.

Reference: CDD Annual Engineer's Report
ETM No. 19-327-08

GENERAL CONDITIONS

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

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

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete for each contract task item. For hourly services, the invoice will reflect the hours worked times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and subject to an increase not to exceed five (5) percent per year.

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

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

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

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

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

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

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

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

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

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

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM as instruments of service pursuant to this Agreement, shall be the sole property of ETM. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM, and ETM will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the final plans and specifications contemplated by this Agreement.

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

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

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

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

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

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

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

INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

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

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

Revised: 12/03/2014
Effective Date: 01/01/2015

Reference: CDD Annual Engineer's Report
ETM No. 19-327-08

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

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


Yours sincerely,

ENGLAND, THIMS & MILLER, INC.



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

Accepted this 11 day
of January, 2022

By: 

For: Cross Creek North CDD

Tab 11

RECEIVED
AUG 1 1 2022
BY:

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

August 5, 2022

RE: January 2023 Price Increase Notification

Service Location(s): Cross Creek North CDD, 2895 Big Oak Dr, Green Cove Springs, FL 32043-8621

Dear Valued Client,

While we strive to manage costs wherever possible and shield our clients from price adjustments as often as we can, we find it necessary to raise our prices in 2023 due to increasing labor and materials costs. As a result, and in order to continue providing the highest-quality service in the market, we will be implementing a 10% price increase on all commercial contracts as of January 1, 2023. This is an advanced notice for the upcoming budgeting season to allow you as much time to plan as possible.

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

If you have any questions or concerns, please do not hesitate to contact me at 1-800-225-5305. I, and the entire Turner Pest Control team, look forward to many more years of working with you to support the success of your business.

Best regards,

Cheri Michaels
President
Turner Pest Control

Tab 12

Greenpoint Landscaping

6126 US HWY 1 N
St Augustine FL 32095

Estimate

Date	Estimate #
10/31/2022	808

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

Project

Item	Description	Qty	Rate	Total
	Cross Creek Island plant replacement			
	Option 1			
Tree and Plants	Replacement of 45 Drift Roses 3 gallon	45	24.00	1,080.00
	Option 2			
Tree and Plants	Replacement of dead roses with Muhly Grass 3 Gallon	45	15.00	675.00
			Total	\$1,755.00