



Rizzetta & Company

Cross Creek North Community Development District

**Board of Supervisors' Meeting
March 10, 2026**

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

www.crosscreeknorthcdd.org

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

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

Board of Supervisors	Robert Porter Shane Ricci Anthony Sharp Elizabeth Buschbacher Frank Mattera	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Danielle Wasilewski	Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Kutak Rock, LLP
District Engineer	Matthew Guilbeault	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.

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

March 2, 2026

FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Cross Creek North Community Development District will be held on **March 10, 2026, 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. Consideration of the Minutes of the Board of Supervisors' Meeting held January 13, 2026 Tab 1
 - B. Ratification of Operation & Maintenance Expenditures for December 2025 and January 2026..... Tab 2
 - C. Ratification of Jax Concrete Coatings Proposal..... Tab 3
 - D. Ratification of Crown Pools Coping & Tile Proposal Tab 4
 - E. Ratification of Amenity Policies – Dog Park and Operating Hours..... Tab 5
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Manager – Vesta..... Tab 6
 - D. Field Operations Manager – Vesta Tab 7
 - 1.) Consideration of Pickleball Court Light Replacement Proposal
 - 2.) Discussion of Pool Tile Colors
 - E. Pond & Fountain Report – Tigris..... Tab 8
 - 1.) Consideration of Pond #8 Improvement Options
 - F. Landscape Reports – BrightView..... Tab 9
 - 1.) Landscape Replacement & Enhancement Proposals
 - G. District Manager
5. **BUSINESS ITEMS**
 - A. Consideration of Facility Signage Proposal Tab 10
 - B. Consideration of Fountain Replacement Proposal..... Tab 11
 - C. Consideration of Vak Pak's Quarterly Inspection Proposal..... Tab 12
 - D. Consideration of Engineer's Annual Report Proposal..... Tab 13
 - E. Consideration of Additional Signage – DR Horton & Maronda Homes
(under separate cover)
 - F. Consideration of Resolution 2026-02; General Election 2026 Tab 14
 - G. Selecting an Audit Committee & Setting First Audit Committee Meeting Date
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,
Danielle Wasilewski
District Manager

Tab 1

MINUTES OF MEETING

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

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Cross Creek North Community Development District was held on **January 13, 2026 at 6:00 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:

Bob Porter	Board Supervisor, Chairman
Frank Mattera	Board Supervisor, Assistant Secretary
Anthony Sharp	Board Supervisor, Assistant Secretary
Elizabeth Buschbacher	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Danielle Wasilewski	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock, LLP
Hunter Hurley	District Counsel, Kutak Rock, LLP
Matthew Guilbeault	District Engineer, England-Thims & Miller, Inc.
John Williams	Field Operations Manager, Vesta
Mark Insel	General Manager, Vesta
Dan Fagen	Regional General Manager, Vesta
Ben Russel	Branch Manager, Tigris Aquatics

Audience Members were present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter called to order the Board of Supervisors' meeting at 6:00 pm.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

An audience member inquired about the main pool warranty.

An audience member inquired about volleyball court proposals, dog park hydroseeding results, and the parcel mentioned in supervisor comments from the prior meeting. Other topics such as the DR Horton development and expenses associated with annexing the parcel into the CDD, expenditures and approval of expenses were discussed.

Mr. Porter stated the pool warranty expired and explained the parcels to be annexed and

51 removed from the District. Ms. Buchanan further elaborated on the parcel within the District
52 boundaries but not allotted lots or assessments and will not affect the budget.
53

54
55 Discussion ensued about expenses and the funding agreement.
56

57 **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the
Regular Meeting held on November 11,
2025**

58
59
60 On a motion by Mr. Mattera, seconded by Mr. Sharp, with all in favor, the Board approved
the Minutes of the regular Board of Supervisors' meeting held on November 11, 2025,
for Cross Creek North Community Development District.

61
62 **FOURTH ORDER OF BUSINESS**

**Ratification of Operation and
Maintenance Expenditures for October
and November 2025**

63
64
65 On a motion by Mr. Mattera, seconded by Mr. Sharp , with all in favor, the Board ratified
the Operation and Maintenance Expenditures for October 2025 in the amount of
\$123,604.76, and November 2025 in the amount of \$130,681.09, for Cross Creek North
Community Development District.

66
67
68 **FIFTH ORDER OF BUSINESS**

Staff Reports

69
70 **A. District Counsel**

71
72 No report but started monitoring legislation for upcoming session and if anything affects the District
73 will be reported.
74

75 **B. District Engineer**

76
77 No report, but available to answer questions.
78

79 **C. Amenity Manager – Vesta**

80
81 Mr. Insel summarized the report and Mr. Williams stated restroom floor restoration proposals will
82 be presented at the next meeting.
83

84 **D. Field Operations Manager – Vesta**

85
86 Mr. Williams stated Tigris began services in November and has been pleased with treatments and
87 service.
88

89 *Moved to Agenda Item E. Pond Reports – Tigris*

90
91 Mr. Russell introduced himself and gave an overview of the ponds conditions. He discussed pond
92 #8 issues and options to remedy the conditions. Option #1 removed the “muck”

93
94 but would need heavy equipment and a week of labor. Option # 2 would continue pond treatments.
95 Option #3 would fill the pond with a liner, restock and refill pond. Board and resident discussion
96 ensued.

97
98 Mr. Russell suggested the installation of a well or pipe. The Chairman requested the District
99 Engineer and Mr. Russell to further research options. Mr. Russell notified staff of the fountain
100 nozzle not working properly and to be inspected during the next site visit.

101
102 Board requested that the pond reports be in chronological order moving forward.

103
104 *Moved to back to Agenda Item D. – Field Operations Manager - Vesta*

105
106 Mr. Williams highlighted the landscape damage from the vehicular accident. Ms. Wasilewski
107 updated the Board a “no fault claim” was filed, and Egis is investigating further with the goal of
108 having the driver’s insurance pay directly for the damage and will be revisited at the March meeting.

109
110 Mr. Williams updated the Board about a leak at the entrance water wheel and was waiting for
111 construction to be completed before moving forward with an inspection to locate the leak.

112
113 An audience member requested communication with CCUA to relocate the porta-potty at the
114 entrance. Chairman directed District Management to contact CCUA.

115
116 Mr. Williams summarized pool repairs needed and has requested proposals to repair lap pool tile.

117
118 **1. Consideration of Bench Proposals**

119
120 Mr. Williams presented the two (2) proposals from Southern Breeze and two (2) from STA
121 requested by the Board. The Board discussed locations near roundabouts and ponds.

122

On a motion by Mr. Mattera, seconded by Ms. Buschbacher, with all in favor, the Board approved STA’s proposal to install (8) benches in the amount of \$1,200.00, and Southern Breeze proposal to purchase (8) benches in the amount of \$6,500.00, for Cross Creek North Community Development District.

123
124 **2. Consideration of Volleyball Court Post Replacement Proposals**

125
126 Mr. Porter requested wider foundations for leverage and consult with District Engineer. Mr.
127 Williams requested BrightView to assist in digging the post area to avoid damaging irrigation.

128

On a motion by Ms. Elizabeth, seconded by Mr. Mattera, with all in favor, the Board approved a not to exceed half the proposal costs received (roughly \$6,000), for Cross Creek North Community Development District.
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129
130 **E. Pond and Fountain Report – Tigris**

131
132 Previously discussed.

133
134

135
136 **F. Landscape and Irrigation Reports – BrightView**
137

138 Mr. Peaden gave an update highlighting trimming, treatments, additional project updates. Mr.
139 Peaden stated approximately 390 District trees had a range of 7-17 inches excess dirt/mulch
140 removed and a mulch application and nutritional drench was applied with adequate afterwards.
141 BrightView replaced the dead palms inside the splash pad that was installed in July at no cost.
142

143 Mr. Peaden addressed the dog park hydroseeding results and a re-application will be
144 scheduled during warmer months. Discussion ensued.
145

146 **G. District Manager**
147

148 Ms. Wasilewski stated All Aquatic Engineering successfully completed the pool inspection and
149 the Audit RFP process will be begin at the March meeting.
150

151 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-01;
Direct Filing of Petition to Amend
Boundaries (Southwest Tract)**

152
153
154
155 Ms. Buchanan stated this resolution addresses the parcel leaving the District. Ms.
156 Buschbacher inquired about the financial impact of the parcel leaving to which Ms. Buchanan
157 further explained the parcel leaving would not affect assessments. Discussion ensued.
158

On a motion by Mr. Mattera, seconded by Mr. Sharp, with all in favor, the Board adopted Resolution 2026-01; Direct Filing of Petition to Amend Boundaries (Southwest Tract), for Cross Creek North Community Development District.

159 **SEVENTH ORDER OF BUSINESS**

**Discussion Regarding Main Pool
Inspection Reports**

160
161
162
163 Ms. Wasilewski reviewed All Aquatic Engineering report results, and Vak Pak's revised
164 proposal would return equipment to its original design.
165

166 Mr. Williams clarified that Poolsure will replace the new controllers, probes, and chemicals and
167 Vak Pak's proposed work was still be needed.
168

On a motion by Mr. Mattera, seconded by Ms. Buschbacher, with all in favor, the Board approved Vak Pak's proposal in the amount of \$8,472.36, for Cross Creek North Community Development District.

169 **EIGHTH ORDER OF BUSINESS**

Consideration of Poolsure's Proposal

170
171
172 Mr. Williams gave a brief overview of Poolsure's proposal.
173

On a motion by Mr. Mattera, seconded by Ms. Buschbacher, with all in favor, the Board approved Poolsure's proposal for a flat monthly amount of \$2,525.00, for Cross Creek North Community Development District.

174
175 **NINETH ORDER OF BUSINESS**

**Consideration of Main Pool
Remarcite Proposals**

176
177
178 The Board reviewed each of the proposals, amounts, and warranties. Mr. Porter requested
179 Mr. Williams to discuss and repair any leak with Crown prior to starting. Discussion ensued.

180
181 Mr. Williams noted proposals were for pebble finish and to extend the life of the pool marcite.
182

On a motion by Ms. Buschbacher, seconded by Mr. Mattera, with all in favor, the Board approved Crown Pools proposal in the amount of \$162,420.00, for Cross Creek North Community Development District.

183
184 Mr. Porter discussed pool issues and possible reasons for a major repair. Mr. Porter asked
185 Vesta to contribute to the re-marcite repair. Mr. Fagan would inquire with Vesta Corporate.
186

187 Discussion ensued about maintenance services, supervision, negligence, and identifying what
188 caused damage.

189
190 Mr. Mattera inquired about warranty from Crown Pools and incidents that would void the
191 warranty. Discussion ensued.
192

193 Mr. Fagan stated Vesta can provide robust reporting and transparency in chemical reporting.
194 Mr. Porter requested procedures and detailed reports from Vesta and District Management to
195 present quarterly inspection proposal from Vak Pak. Further reporting, management and
196 reporting discussed.
197

198 **TENTH ORDER OF BUSINESS**

**Audience Comments and Supervisor
Requests**

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200
201 **Supervisor Requests:**

202
203 Mr. Mattera requested the roadway striping to be repainted by Morning Lake and Cold Stream.
204 Mr. Williams updated Mr. Mattera the striping was already repainted.
205

206 Mr. Porter emphasized immediate reports to District Management and Staff between meetings.
207

208 Mr. Mattera inquired about zoom meetings.
209

210 **Audience Comments:**

211
212 Audience members inquired about large expenditures and the approval process. Discussion
213 ensued. Ms. Buchanan outlined maximum amounts and projects falling below those amounts
214 do not require an RFP process.
215

216 Audience members reported children riding motor bikes, e-bikes, 4-wheelers in the preserve
217 rutting sod along pond banks and common areas. Discussion ensued. Board requested
218 signage posted and report pictures and videos to District Management and Staff. Ms.
219 Buchanan explained the suspension process and the District's enforcement rights.

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An audience member inquired about who contacts vendors for District repairs, which vendors are contacted, and approval process. Mr. Porter explained the process and RFP bid process. Discussed ensued.

The Capital Reserve fund and budget were discussed. Ms. Buchanan explained the assessments and the process of how residents are notified. Discussion ensued.

Bond payoff, more disclosure on expenses, social media, and additional information on monthly newsletters touching on popular topics were discussed.

A resident requested the church create a more appealing sign. Ms. Buschbacher volunteered to contact the church.

A resident requested the porta-potty at the entrance be relocated, the audit process, and audit findings.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Mattera, seconded by Ms. Buschbacher, with all in favor, the Board adjourned the meeting at 8:00 pm, for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 2

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.CROSSCREEKNORTHCCDD.ORG

Operation and Maintenance Expenditures

December 2025

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2025 through December 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$88,339.15**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Bold City Seal Services, LLC	300251	2851	Road, Sidewalk Repair & Maintenance 12/25	\$ 2,320.00
BrightView Landscape Services, Inc.	300252	9585445	Landscape Maintenance 12/25	\$ 16,946.00
BrightView Landscape Services, Inc.	300252	9605106	Landscape Maintenance 12/25	\$ 7,417.27
C BUSS Enterprises, Inc.	300253	4981	Maintenance & Repairs 12/25	\$ 1,055.20
Clay County Utility Authority	20251226-03	110325-A00033356 ACH	Water-Sewer Services 10/25	\$ 8.54
Clay County Utility Authority	20251226-03	110325-A00036127 ACH	Water-Sewer Services 10/25	\$ 122.95
Clay County Utility Authority	20251226-03	110325-A00036129 ACH	Water-Sewer Services 10/25	\$ 105.90
Clay County Utility Authority	20251226-03	110325-A00049194 ACH	Water-Sewer Services 10/25	\$ 7.38
Clay County Utility Authority	20251226-02	A00033354-120325 ACH	Water Services 11/25	\$ 1,763.39
Clay County Utility Authority	20251226-03	A00036128-120325 ACH	Water Services 11/25	\$ 1,216.96
Clay County Utility Authority	20251226-03	A00036662-120325 ACH	Water Services 11/25	\$ 30.83
Clay County Utility Authority	20251226-03	A00038932-120325 ACH	Water Services 11/25	\$ 182.77

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay County Utility Authority	20251226-03	A00038933-120325 ACH	Water Services 11/25	\$ 69.52
Clay County Utility Authority	20251226-03	A00038934-120325 ACH	Water Services 11/25	\$ 32.38
Clay County Utility Authority	20251226-03	A00040962-120325 ACH	Water Services 11/25	\$ 233.85
Clay County Utility Authority	20251226-03	A00042388-120325 ACH	Water Services 11/25	\$ 30.84
Clay County Utility Authority	20251226-03	A00042405-120325 ACH	Water Services 11/25	\$ 30.83
Clay County Utility Authority	20251226-03	A00042406-120325 ACH	Water Services 11/25	\$ 30.86
Clay County Utility Authority	20251226-03	A00042407-120325 ACH	Water Services 11/25	\$ 34.59
Clay County Utility Authority	20251226-03	A00047484-120325 ACH	Water Services 11/25	\$ 30.83
Clay County Utility Authority	20251226-03	A00047485-120325 ACH	Water Services 11/25	\$ 31.89
Clay County Utility Authority	20251226-03	A00047486-120325 ACH	Water Services 11/25	\$ 34.74
Clay County Utility Authority	20251226-03	A00047489-120325 ACH	Water Services 11/25	\$ 45.14
Clay County Utility Authority	20251226-03	A00047491-120325 ACH	Water Services 11/25	\$ 33.03

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay County Utility Authority	20251226-03	A00047492-120325 ACH	Water Services 11/25	\$ 30.83
Clay County Utility Authority	20251226-03	A00047493-120325 ACH	Water Services 11/25	\$ 33.99
Clay County Utility Authority	20251226-03	A00047925-120325 ACH	Water Services 11/25	\$ 30.83
Clay County Utility Authority	20251226-03	A00048810-120325 ACH	Water Services 11/25	\$ 31.29
Clay County Utility Authority	20251226-03	A00048811-120325 ACH	Water Services 11/25	\$ 30.83
Clay County Utility Authority	20251226-03	A00049039-120325 ACH	Water Services 11/25	\$ 35.97
Clay County Utility Authority	20251226-03	A00049040-120325 ACH	Water Services 11/25	\$ 30.83
Clay County Utility Authority	20251226-03	A00049041-120325 ACH	Water Services 11/25	\$ 30.84
Clay County Utility Authority	20251226-03	A00049042-120325 ACH	Water Services 11/25	\$ 30.83
Clay County Utility Authority	20251226-03	A00049043-120325 ACH	Water Services 11/25	\$ 31.01
Clay County Utility Authority	20251226-03	A00051179-120325 ACH	Water Services 11/25	\$ 30.84
Clay County Utility Authority	20251226-03	A00053584-120325 ACH	Water Services 11/25	\$ 5.52

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay County Utility Authority	20251226-03	A00053585-120325 ACH	Water Services 11/25	\$ 5.52
Clay County Utility Authority	20251226-03	A00055601-120325 ACH	Water Services 11/25	\$ 121.60
Clay County Utility Authority	20251226-03	A00055864-120325 ACH	Water Services 11/25	\$ 30.83
Clay County Utility Authority	20251226-03	A00055865-120325 ACH	Water Services 11/25	\$ 33.45
Clay County Utility Authority	20251226-03	A00057234-120325 ACH	Water Services 11/25	\$ 31.09
Clay County Utility Authority	20251226-03	A00057235-120325 ACH	Water Services 11/25	\$ 31.22
Clay County Utility Authority	20251226-03	A00057882-120325 ACH	Water Services 11/25	\$ 40.74
Clay County Utility Authority	20251226-03	A00065960-120325 ACH	Water Services 11/25	\$ 109.11
Clay Electric Cooperative, Inc.	20251217-01	9078457-112625 ACH	Electric Services 11/25	\$ 423.00
Clay Electric Cooperative, Inc.	20251217-01	9089279-112625 ACH	Electric Services 11/25	\$ 496.00
Clay Electric Cooperative, Inc.	20251217-01	9099135-112625 ACH	Electric Services 11/25	\$ 1,213.00
Clay Electric Cooperative, Inc.	20251216-01	9203307-112525 ACH	Electric Services 11/25	\$ 286.72

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay Electric Cooperative, Inc.	20251216-01	9238862-112525 ACH	Electric Services 11/25	\$ 1,128.03
COMCAST	20251215-01	112125-8495741441963216	Cable & Internet Services 12/25	\$ 347.87
Constant Contact, Inc	20251203-01	1764573390	E-Blast Communication 12/25	\$ 58.90
England, Thims & Miller, Inc.	300243	223035	Engineering Services 11/25	\$ 450.00
First Place Fitness Equipment, Inc	300249	44590	Fitness Equipment Maintenance & Repair 12/25	\$ 120.00
First Place Fitness Equipment, Inc	300249	44604	Fitness Equipment Maintenance & Repair 12/25	\$ 139.16
First Place Fitness Equipment, Inc	300249	WO-48245	Fitness Equipment Maintenance & Repair 12/25	\$ 149.95
George M. Watts	300244	95	Amenity Outdoor Furniture 11/25	\$ 500.00
Hawkins, Inc	7272503	7272251	Pool Chemicals 12/25	\$ 683.00
Hi-Tech System Associates	300245	434212	Access Control 12/25	\$ 284.99
Kutak Rock, LLP	300246	3669487	Legal Services 10/25	\$ 4,589.03
M&G Holiday Lighting	300255	1110	Holiday Lighting 12/25	\$ 1,797.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Republic Services	20251209-01	0687-001579797 ACH	Waste Disposal Services 12/25	\$ 363.26
Rizzetta & Company, Inc.	300242	INV0000105288	Accounting Services 12/25	\$ 6,065.16
TeleVoIPs, LLC	300247	57164	Phone Equipment 12/25	\$ 86.20
TIGRIS Aquatic Services, LLC	300250	4299214	Aquatic Maintenance 12/25	\$ 3,350.17
Valley National Bank	20251226-01	CC113025-274 ACH	Credit Card Expenses 11/25	\$ 798.77
Vesta Property Services, Inc.	300256	429548	Management Services 12/25	\$ <u>32,436.08</u>
Report Total				\$ <u>88,339.15</u>

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.CROSSCREEKNORTHCCDD.ORG

Operation and Maintenance Expenditures

January 2026

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2026 through January 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$92,719.83**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anthony K. Sharp	300269	ASharp011326-274	Board of Supervisors Meeting 01/13/26	\$ 200.00
BrightView Landscape Services, Inc.	300260	9619252	Landscape Maintenance 01/26	\$ 16,946.00
Clay County Utility Authority	20260128-01	A00033354-010526	Water Services 12/25	\$ 1,342.67
Clay County Utility Authority	20260128-01	A00033356-010526	Water Services 12/25	\$ 15.63
Clay County Utility Authority	20260128-01	A00036127-010526	Water Services 12/25	\$ 245.23
Clay County Utility Authority	20260128-01	A00036128-010526	Water Services 12/25	\$ 1,336.54
Clay County Utility Authority	20260128-01	A00036129-010526	Water Services 12/25	\$ 113.97
Clay County Utility Authority	20260128-01	A00036662-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00038932-010526	Water Services 12/25	\$ 181.67
Clay County Utility Authority	20260128-01	A00038933-010526	Water Services 12/25	\$ 68.43
Clay County Utility Authority	20260128-01	A00038934-010526	Water Services 12/25	\$ 30.83

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay County Utility Authority	20260128-01	A00040962-010526	Water Services 12/25	\$ 228.27
Clay County Utility Authority	20260128-01	A00042388-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00042405-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00042406-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00042407-010526	Water Services 12/25	\$ 37.12
Clay County Utility Authority	20260128-01	A00047484-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00047485-010526	Water Services 12/25	\$ 34.62
Clay County Utility Authority	20260128-01	A00047486-010526	Water Services 12/25	\$ 31.29
Clay County Utility Authority	20260128-01	A00047489-010526	Water Services 12/25	\$ 41.96
Clay County Utility Authority	20260128-01	A00047491-010526	Water Services 12/25	\$ 32.66
Clay County Utility Authority	20260128-01	A00047492-010526	Water Services 12/25	\$ 30.83

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay County Utility Authority	20260128-01	A00047493-010526	Water Services 12/25	\$ 31.94
Clay County Utility Authority	20260128-01	A00047925-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00048810-010526	Water Services 12/25	\$ 31.50
Clay County Utility Authority	20260128-01	A00048811-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00049039-010526	Water Services 12/25	\$ 39.15
Clay County Utility Authority	20260128-01	A00049040-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00049041-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00049042-010526	Water Services 12/25	\$ 30.85
Clay County Utility Authority	20260128-01	A00049043-010526	Water Services 12/25	\$ 31.15
Clay County Utility Authority	20260128-01	A00049194-010526	Water Services 12/25	\$ 35.27
Clay County Utility Authority	20260128-01	A00051179-010526	Water Services 12/25	\$ 30.83

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay County Utility Authority	20260128-01	A00053584-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00053585-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00055601-010526	Water Services 12/25	\$ 119.35
Clay County Utility Authority	20260128-01	A00055864-010526	Water Services 12/25	\$ 30.83
Clay County Utility Authority	20260128-01	A00055865-010526	Water Services 12/25	\$ 33.08
Clay County Utility Authority	20260128-01	A00057234-010526	Water Services 12/25	\$ 31.08
Clay County Utility Authority	20260128-01	A00057235-010526	Water Services 12/25	\$ 31.37
Clay County Utility Authority	20260128-01	A00057882-010526	Water Services 12/25	\$ 27.22
Clay County Utility Authority	20260128-01	A00065960-010526	Water Services 12/25	\$ 109.20
Clay Electric Cooperative, Inc.	20260120-01	9078457-122925	Electric Services 12/25	\$ 385.00
Clay Electric Cooperative, Inc.	20260120-01	9089279-122925	Electric Services 12/25	\$ 765.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Clay Electric Cooperative, Inc.	20260120-01	9099135-122925	Electric Services 12/25	\$ 1,163.00
Clay Electric Cooperative, Inc.	20260113-01	9203307-122325	Electric Services 12/25	\$ 278.32
Clay Electric Cooperative, Inc.	20260113-01	9238862-122325	Electric Services 12/25	\$ 1,097.01
Clay Today	300261	2025-308359	Legal Advertising 12/25	\$ 64.80
COMCAST	20260115-01	8495741441963216-122125	Cable & Internet Services 01/26	\$ 360.72
Constant Contact, Inc	20260105-01	1767251800	E-Blast Communication 01/26	\$ 58.90
Elizabeth Buschbacher	300270	EBuschbacher011326-274	Board of Supervisors Meeting 01/13/26	\$ 200.00
First Coast Fire & Safety Equipment	300262	9851123025	Maintenance & Repairs 12/25	\$ 204.95
Florida Department of Revenue	20260121-01	6580195767743-012026	Sales & Use Tax 12/25	\$ 1,680.00
Francesco Mattera	300271	FMattera011326-274	Board of Supervisors Meeting 01/13/26	\$ 200.00
Hawkins, Inc	300258	7287109	Pool Chemicals 12/25	\$ 180.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Hawkins, Inc	300273	7301530	Pool Chemicals 01/26	\$ 209.20
Hawkins, Inc	300273	7315298	Pool Chemicals 01/26	\$ 1,959.20
Hi-Tech System Associates	300263	78734	Access Control 12/25	\$ 118.75
Hi-Tech System Associates	300263	435800	Access Control 01/26	\$ 284.99
Kutak Rock, LLP	300264	3686023	Legal Services 11/25	\$ 3,952.50
Local Fountain Expert	300259	1502	Fountain Maintenance 11/25	\$ 7,327.49
Office Dynamics	300265	00041766	CDD Book Copies 01/26	\$ 57.01
Republic Services	20260106-01	0687-001587887	Waste Disposal Services 01/26	\$ 363.86
Rizzetta & Company, Inc.	300257	INV0000106208	Accounting Services 01/26	\$ 5,465.16
Robert Porter	300272	BPorter011326-274	Board of Supervisors Meeting 01/13/26	\$ 200.00
School Now	300274	INV-SN-1161	Website Compliance & Management 12/25	\$ 384.38

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Southern Breeze Outdoor Furnishings, LLC	300266	29191	Outdoor Furniture 01/26	\$ 6,500.00
TeleVoIPs, LLC	300267	57939	Phone Equipment 01/26	\$ 86.36
TIGRIS Aquatic Services, LLC	300275	4299215	Aquatic Maintenance 01/26	\$ 3,350.17
Turner Pest Control, LLC	300268	621512488	Pest Control 12/25	\$ 250.86
Valley National Bank	20260127-01	CC123125-274	Credit Card Expenses 12/25	\$ 1,266.45
Vesta Property Services, Inc.	300276	430020	Management Services 01/26	\$ 32,436.08
Report Total				\$ 92,719.83

Tab 3



Jax Concrete Coatings

8640 Philips Highway | Jacksonville, Florida 32256
904-862-2000 | request@jaxconcretecoatings.com |
http://jaxconcretecoatings.com/

RECIPIENT:

John Williams

2895 Big Oak Dr
Green Cove Springs, Florida 32043

Quote #3240

Sent on	Jan 22, 2026
Contract Required	Yes

Total	\$3,615.30
--------------	-------------------

Product/Service	Description	Qty.	Unit Price	Total
Penntek Polyurea per sq foot. MENS	UV stable with Lifetime Warranty	255	\$7.50	\$1,912.50*
2X GATORBITE. MENS	For extra grip.	255	\$0.75	\$191.25*
Penntek Polyurea per sq foot. WOMENS	UV stable with Lifetime Warranty	255	\$7.50	\$1,912.50*
2X GATORBITE	For extra grip.	1	\$0.75	\$0.75*

* Non-taxable

Amount due \$1,807.65

Subtotal	\$4,017.00
Discount (10.0%)	- \$401.70
Total	\$3,615.30

Reviews

CHARLES ZAWADZKI



Work was done efficiently and with care. Good job.

1201Kings



Great work and good quality. Prices is very competitive as well! A+ recommended!

Edgar Duhaylungsod



Excellent job and definitely will refer to my family and friends.

Penntek Lifetime Warranty is found here : <https://jaxconcretecoatings.com/limited-lifetime-warranty/>

I have read and agree to contract listed here: <https://jaxconcretecoatings.com/terms-and-conditions/>



Jax Concrete Coatings

8640 Philips Highway | Jacksonville, Florida 32256
904-862-2000 | request@jaxconcretecoatings.com |
<http://jaxconcretecoatings.com/>

Signature. _____

Date: 2-2-25

Tab 4



*3002 Phillips Highway
Jacksonville, FL 32207
Phone: 904.858.4300
CPC1456979*

February 16, 2026

Cross Creek Pool Remodel
2895 BIG OAK DR., GREEN COVE SPRINGS, FL 32043
John Williams

Concern: Delaminated Backsplash Tile and Coping

Attention to the backsplash tile and the coping around the pool area is recommended. Upon recent inspection, we have identified hollow areas behind the backsplash tile, which may affect the overall integrity and longevity of the Tile, Coping, and plaster in the gutter. Additionally, there are numerous areas of coping around the pool delaminated from the pool shell.

Please note that the current contract covers only the gutter chip and waterline tile. However, Crown has conducted a thorough evaluation and recommends replacing the backsplash tile to ensure a durable and aesthetically pleasing finish. We have provided a detailed price estimate for this recommended replacement in the initial estimate as an additional line-item concern. Crown Pools recommend replacing the backsplash tile during this phase of work and need approval asap. Regarding the Coping repairs, these will be addressed in the areas where delamination has been observed, and necessary measures will be taken to restore and reinforce these sections effectively. Crown Pools will provide a linear foot price to replace, clean, and reset existing coping.

We want to ensure transparency and maintain the quality standards expected of this project. Kindly review the attached proposal for the backsplash tile replacement and coping repairs at your earliest convenience. Should you have any questions or require further clarification, please do not hesitate to contact me directly. Thank you for your attention to this matter. We appreciate your prompt consideration and look forward to resolving these concerns efficiently.

Response:

Print: Robert Porter

Title: Chairman

Signature _____

Date: 02/19/2026



3002 Phillips Highway
Jacksonville, FL 32207
Phone: 904.858.4300
CPC1456979

February 16, 2026

CO#1

Cross Creek Pool Remodel
John Williams - Vesta
jwilliams@vestapropertyservices.com
2895 BIG OAK DR., GREEN COVE SPRINGS, FL 32043

This document is to provide authorization for work and/or material described below outside of contract.

Labor and Material associated with the following items below:

- ✦ Remove and Replace Backsplash Tile \$9,577.00
- ✦ Remove and Replace Coping, \$98/linear foot \$TBD

Upon Crown Pools receiving a signature approving the above-described work and cost, this work will proceed at the appropriately scheduled time.

Print: Robert Porter

Title: Chairman

Signature: _____

Date: 02/19/2026

Please feel free to contact us should you have any questions or concerns.

Proposed by,

Crown Pools, Inc.
Crownpoolsinc.com
CPC1456979
904.858.4300

Tab 5

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Rules, Policies and Fees For the Amenity Facilities

Adopted February 11, 2020

Amended August 12, 2025

Amended September 9, 2025

Amended March 10, 2026

Cross Creek North Amenity Center

2895 Big Oak Drive,

Green Cove Springs,

Florida 32043

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DEFINITIONS

“Access Card” – shall mean the identification card issued to Patrons.

"Amenity Facilities" or "Amenity" - shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" - shall mean these Amenity Facilities Policies of Cross Creek North Community Development District, as amended from time to time.

"Amenity Manager" - shall mean the District Manager or that person or firm so designated by the District's Board of Supervisors.

"Annual User Fee" - shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" - shall mean the Cross Creek North Community Development District's Board of Supervisors.

"Guest" - shall mean any person or persons who are invited by a Patron to participate in the use of the Amenity Facilities.

"District" - shall mean the Cross Creek North Community Development District.

"District Manager" - shall mean the professional management company with which the District has contracted to provide management services to the District.

"Non-Resident User" - shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

"Patron" or "Patrons" - shall mean Residents, Non-Resident Users, and Renters/Leaseholders who are eighteen (18) years of age and older.

"Property Owner" - shall mean that person or persons having fee simple ownership of land within the Cross Creek North Community Development District.

"Renter" - shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

CROSS CREEK NORTH ANNUAL USER FEE

The Annual User Fee for any Non-Resident is identified in **Exhibit A** attached hereto. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by Non-Residents. Such fee may be increased, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed ten percent (10%) per year. The use of the Amenity Facility is not available for commercial purposes.

ACCESS CARDS

- (1) Patrons and Guests can use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse or other amenity facility, Patrons and Guests will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron or Guest provide an Access Card to another person to allow him or her to use the Amenities.
- (2) Each Patron family will receive two Access Cards per household upon registration with the District.
- (3) Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.
- (4) All lost or stolen cards need to be reported immediately to the District. There charge to replace lost or stolen cards is identified in Exhibit A attached hereto. Patron will be financially responsible for damages resulting from unreported loss or theft of the access card.

GUESTS

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Polices as set forth by the District could result in loss of that Patron' s privileges and membership.
- (2) No more than five (5) persons per **lot** (not per Patron) are permitted as Guests to the Amenities at one time unless the Patron has reserved a room at the Amenity and has paid the required usage fee. In the event the Patron has rented a room at the Amenity, the number of Guests shall be limited by the room or pavilion policies.

RENTER'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must

complete the Non-Resident user application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the behavior of their respective Renter.
- (5) If such individuals reside with the Property Owner, the Property Owner shall be required to add, to the Amenity Center Registration Form, the names of all individuals who reside in the Property Owner's home, whether as a result of a rental agreement, lease, or any other agreement, and the Property Owner shall be held financially responsible for any and all damage to District property caused by any of the individuals who reside in the Property Owner's home. Such individuals will not be issued additional Facility Access Cards.
- (6) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

GENERAL FACILITY PROVISIONS

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies, when necessary, at a duly noticed Board meeting. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly noticed public hearing on said rates and fees.

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- (2) Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities.
- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (4) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.

- (5) The Board of Supervisors (as an entity), Amenity Manager and/or the District Manager shall have full authority to enforce these policies.
- (6) Smoking is not permitted at any of the Cross Creek North Amenity Facilities or lands.
- (7) Glass and other breakable items are not permitted at any Amenity Facility.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (10) The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.
- (11) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Center, athletic fields, playground area, and sidewalks surrounding these areas.
- (12) Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
- (13) Unless permitted otherwise per these policies; alcoholic beverages are not permitted at any District owned facility or property at any time.
- (14) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.
- (15) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (16) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (17) The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
- (18) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (19) All Patrons and Guest shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
- (20) Portable grills of all kinds are prohibited at the Amenity Facilities.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron and each Guest, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).
- (3) Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District or its contractors, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

AMENITY FACILITY OPERATIONS

Hours:

The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.

Emergencies:

After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (phone number 904-436-6270).

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

AMENITY FACILITY SOCIAL HALL - (ADOPTED SEPTEMBER 9, 2025)

- (1) Patrons eighteen (18) years of age and older may access the Amenity Social Hall only as a relaxing/quiet area during normal Amenity Center office hours.
- (2) The Amenity Social Hall is on a first come, first serve basis unless there is a scheduled rental, meeting, or other activities. To gain access the patron is to request access at the Amenity Center Office during normal office hours.
- (3) All Patrons using the Amenity Facility Social Hall are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies of the Cross Creek North Community Development District governing the Amenity Facilities. Disregard or violation of the District's Policies and the misuse or destruction of any District property may result in the suspension or termination of Amenity privileges.
- (4) The Amenity Social Hall is not to be used to conduct business matters of any sort. Meetings, classes, seminars, and the like, are prohibited regardless of how the information is being presented (i.e. In-person, virtual).
- (5) Patrons are responsible for any damages during their use of the Amenity Center Social Hall.
- (6) Food is not permitted within the Amenity Center Social Hall. Non-alcoholic beverages are permitted. Alcoholic beverages are prohibited.
- (7) Appropriate clothing and footwear must be worn at all times.
- (8) Wet clothing, including wet bathing suits, are not permitted.
- (9) Laptops, radios or music players are permitted only when headphones are in use.
- (10) The Amenity Social Hall is not to be used as a shelter or waiting area during inclement weather when the pools and pool decks are closed.

POOL RULES

NO LIFEGUARD ON DUTY -SWIM AT YOUR OWN RISK

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Any music playing device and/or televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Showers are required before entering the pool.
- (7) Alcohol and glass containers are prohibited.
- (8) Food is prohibited on the pool deck area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) The Amenity Manager is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- (11) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (12) Pets (except Seeing Eye dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (13) The District Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (15) Proper swim attire, swimsuits or board shorts, shirts that are made of dry fit material must be worn in the pool. No street clothes, cut offs or gym shorts are permitted in the pool at any time.
- (16) No chewing gum is permitted in the pool or on the pool deck area.

- (17) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (18) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (19) Radio controlled watercraft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane, or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Tobacco products are not allowed in the pool area.
- (26) Illegal drugs are not permitted.
- (27) The District is not responsible for lost or stolen items.
- (28) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (29) The Amenity Center pool and covered lanai area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board.
- (30) Food, beverages, glass containers, and animals are prohibited in the pool.
- (31) Individuals with a disability and service animal trainers may be accompanied by a service animal, as defined in Chapter 413.08, F.S., but the service animal is not allowed to enter the pool water or onto the drained area of an interactive water feature (IWF) in order to prevent a direct threat to the health of pool patrons.

SWIMMING POOL: FECES POLICY

- (1) If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

GENERAL SWIMMING POOL PLAY EQUIPMENT POLICIES (ADOPTED AUGUST 12, 2025)

On a case-by-case basis per bathing load and/or safety issues, the Amenity Manager or Facility Staff will determine when balls, play equipment and toys designed for water play will be permitted in the pools. The following play equipment, balls, and toys, such as, but not limited to tennis balls, beach balls larger than 8", basketballs, nerf balls, soccer balls, or any other hard sports balls are not permitted. Play equipment, such as snorkels, diving sticks, etc., must have prior approval from staff prior to use. Masks and goggles must have shatter-proof polycarbonate lenses. Only the following inflatable or floating devices are permitted: 1) infant water floats with seat; 2) arm floats; and 3) pool noodles. No other inflatable rafts, tubes, or floats are permitted. Parents/guardians must remain within the arm's length of children when using an approved floatation device or with a child that cannot swim independently. The Amenity Manager and Facility Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern. Notwithstanding anything to the contrary the contrary set forth herein, should a Patron, child, or guest require a specific floatation device necessary to use the pool, the Amenity Manager or Staff shall have the authority to authorize its use.

SWIMMING POOL: THUNDERSTORM POLICY (adopted August 12, 2025)

The Amenity Manager or Facility Staff are always in control of the operation and closures of the pools and pool areas while on duty. The Amenity Manager or Facility Staff will determine when the pools and pool decks will be closed and re-opened during inclement weather. During periods of thunder, heavy rain, or any other inclement weather, the pools and pool areas will be closed, consistent with guidelines from the American Red Cross, Florida Health Department, and the National Weather Service. At the first sound of thunder or sighting of lightning, for a minimum 30-minute waiting period, the pools, pool deck, and Amenity Rooms will be closed, and all residents and their guests must leave to seek cover. At any point during the 30-minute waiting period, if thunder and/or lightning are seen or heard, the waiting period is extended 30-minutes from the last event of thunder or lightning.

FITNESS TRAINING ROOM POLICIES

Eligible Users:

Patrons and Guests sixteen (16) years of age and older are permitted to use the District fitness

training room during designated operating hours. No children under the age of sixteen (16) are allowed in the District fitness training room at any time.

Food and Beverage:

Food (including chewing gum) is not permitted within the District fitness training room. Beverages, however, are permitted in the District fitness training room if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the fitness training room.

General Fitness Training Room Policies:

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness room per approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Any music playing device are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District fitness training room or on the fitness equipment.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

GENERAL PURPOSE ATHLETIC FIELDS

These fields are open to all Patrons and Guests for use from dawn to dusk, seven (7) days a week. Guests must be accompanied by a Patron when using the Athletic Fields. These fields are not to be used for events other than athletic events, Board approved reservations, or District sponsored events. Should you have any questions regarding this policy please contact the District Manager.

DISTRICT PLAYGROUND/TOT LOT POLICIES

- (1) The playground is available for all Patrons and Guests for from Dawn to Dusk, seven

- (7) days a week. Guests must be accompanied by a Patron when using the Playground
- (2) Children under the age of ten (10) must be accompanied by an adult Patron.
 - (3) No roughhousing on the Playground.
 - (4) Persons using the Playground must clean up all food, beverages and miscellaneous trash brought to the Playground. Glass containers are prohibited.
 - (5) The use of profanity or disruptive behavior is absolutely prohibited.
 - (6) Patrons and Guests who use the playground do so at their own risk.
 - (7) The Playground may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

PICKLE BALL COURT

All Patrons and Guests using the Pickle Ball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Cross Creek North Community Development District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Pickle Ball Court equipment may result in the suspension or termination of Pickle Ball Court privileges. Guests may use the Pickle Ball Court if accompanied by an adult Patron.

Please note that the Pickle Ball Court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Pickle Ball Court are encouraged to consult with a physician prior to using the facility.

Policies:

- (1) The Pickle Ball Court is available for use from dawn until 11 p.m.
- (2) Proper pickle ball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (3) Persons using the Pickle Ball Court must supply their own equipment (rackets, balls, etc.).
- (4) The Pickle Ball Court is for the play of pickle ball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the court.
- (5) Beverages are permitted at the Pickle Ball Court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the pickle ball courts. Alcoholic beverages are not permitted on courts.
- (6) No chairs other than those provided by the District are permitted on the Pickle Ball Court.
- (7) Lights at the Pickle Ball Court must be turned off after use.

VOLLEYBALL COURT

All Patrons and guests using the Volleyball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Cross Creek North Community Development District governing the amenity facilities.

Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. Guests may use the Volleyball Court if accompanied by an adult Patron.

Please note that the Volleyball Court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using this facility are encouraged to consult with a physician prior to using the facility.

- (1) The Volleyball Court is available for use by Patrons during normal operating hours which are posted. These facilities may not be rented.
- (2) All emergencies and injuries must be reported to the Amenity Manager as well as the District Manager at 904-436-6270.
- (3) Proper attire is required at all times while on the courts.
- (4) Proper volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (5) Persons using the facility must supply their own equipment.
- (6) The Volleyball Court is for the play of volleyball only. Pets, bikes, skates, skateboards, and scooters are prohibited from use at the facility.
- (7) Beverages are permitted at the Volleyball Court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the tennis courts. Alcoholic beverages are not permitted on volleyball courts.
- (8) No chairs other than those provided by the District are permitted on or surrounding the Volleyball Court.
- (9) Lights at the Volleyball Court must be turned off after use.
- (10) Children under the age of ten (10) are not allowed to use the Facility unless accompanied by an adult Patron.

GRILL POLICIES – (ADOPTED AUGUST 12, 2025)

Grills are permitted only outdoors and at the discretion of, and in areas designated by, the District. All Patron using the grill are expected to conduct themselves in a responsible, courteous and safe manner in compliance with the policies. Disregard or violation of the policies and misuse or destruction of the grill may result in the suspension or termination of Amenity Center privileges.

The following policies apply to the Grill:

- (1) Use of the grill is at the Patron's own risk and on a first come, first serve basis.
- (2) Obey Florida open fire burning rules.
- (3) Residents must be eighteen (18) years of age and older to use the grill.
- (4) Always keep children away from grill.
- (5) Operating Hours. The fire pit may only be used during designated hours.
- (6) Smoking (including e-cigarettes) is not permitted in the grill.
- (7) Residents are responsible for bringing charcoal and any additional supplies.
- (8) Do not burn lumber or any building materials.
- (9) Never use gasoline or other flammable or combustible liquids when using the grill.
- (10) Do not leave open flames unattended.
- (11) Extinguish fire completely before leaving.
- (12) Clean up: Residents and their guests must clean up the area and remove all trash when done.
- (13) Glass Containers, breakable objects of any kind and alcoholic beverages are not permitted.

AMENITY ROOM AND PAVILION AT THE AMENITY CENTER: RENTAL POLICIES

Residents and Non-Resident Users may reserve the Amenity Room or Pavilion through the Amenity Manager's office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Patrons may not reserve the Amenity Room or Pavilion more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event shall not exceed thirty (30) persons for the Amenity Room and twenty-five (25) persons for the Pavilion. Reservations of the Amenity Room and Pavilion are on a first come, first serve basis and is subject to approval by the Amenity Manager. Upon application for use of the Amenity Room or Pavilion, the Amenity Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Amenity Room or Pavilion will be required to pay the costs associated with the attendant. The Amenity Room and Pavilion will not be available for rental on the following days:

January 1st
Easter Sunday
Memorial Day
July 4th
Labor Day

Thanksgiving Day
December 24th
December 25th
December 31st

The Amenity Room and Pavilion are not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday with the exception of Martin Luther King Day, Washington ' s Birthday, Columbus Day and Veterans Day.

The Cross Creek North pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their guests during normal operating hours.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility. In the event the Patron wishes to cancel the reservation once the reservation has been approved and confirmed by the Amenity Manger, such cancellation must occur at least one (I) week prior to the date of reservation. Any cancellation within one (1) week of the date of such reservation will forfeit its refundable deposit.

A cleanup fee in the amount established by District rule is required for all functions. The Amenity Manager should be contacted to make proper arrangements regarding the reservation of the Room or Pavilion and to obtain the amounts of the deposit and cleanup fee.

No open burning or campfires are allowed at the Amenities.

Below are the policies and guidelines set forth and agreed upon by the Board and District Manager regarding events in the Amenity Room and Pavilion.

Policies:

- (1) Applicants must be a Patron who will be responsible for ensuring that their Guests adhere to the
- (2) policies set forth herein.
- (3) All applicants will be required to fill out and sign the District Facility Use Application Agreement per the District Manager's office.
- (4) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case-by-case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured patty on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and patties is to be

provided to the District Manager prior to the event.

- (5) Patrons are not allowed to bring or use grills or smokers at the Cross Creek North Amenity Center.

Schedule of Fees/Deposits:

- (1) A non-refundable room rental fee for the Amenity Room will be charged as is identified in **Exhibit A** attached hereto. A final guarantee (number) of Guests is to be conveyed to the Amenity Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Cross Creek North Community Development District" and submitted to the Amenity Manager's Office.
- (2) A non-refundable room rental fee for the Pavilion Area will be charged as is identified in **Exhibit A** attached hereto. A final guarantee (number) of Guests is to be conveyed to the Amenity Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Cross Creek North Community Development District" and submitted to the Amenity Manager's Office.
 - Parties held in the Pavilion Area are allowed to utilize the pool during the scheduled time for the event. No wet clothing or towels are allowed in the amenity rental room.
- (3) A refundable security deposit of \$250.00 shall be charged to the persons making the reservation and shall be submitted to the Amenity Manager's Office in the form of a separate check (which shall be made payable to the "Cross Creek North Community Development District"). To receive a full refund of the deposit, the following must be completed:
 - Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event. (No adhesives permitted on walls or windows)
 - Wipe off and restore the furniture and other items to their original position.
 - Wipe off counters, table tops and sink area.
 - Ensure that no damage has occurred to the Amenity Room and its surrounding property and facilities if used by Patron and their guests.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to be returned, if any.

Indemnification:

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

FISHING AND LAKE POLICY

Patrons and Guests thirteen (13) years of age and older may fish in the lakes/retention ponds within the District. No children under the age of thirteen (13) are allowed on the pond banks within the District at any time, unless accompanied by an adult. Patrons and Guests fishing in these bodies of water shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies. The District requests that everyone respect your fellow neighbor/property owner and access the lakes/retention ponds through the proper access points. No watercraft except authorized maintenance vehicles are allowed in the lake/retention ponds. Any violation of this policy will be reported to the local authorities.

The District has a catch and release policy for all fish and any other aquatic wildlife caught in the lakes/retention ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the District's lake/retention ponds from where it was caught. The purpose of the lakes/retention ponds is to help facilitate the District's natural water system for run off and overflow. Anyone who violates this provision does so at their own risk.

Swimming is prohibited in all of the lakes/retention ponds. Please use the pool at the Amenity Center for swimming activities.

PETS

Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities. Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) must be kept on a leash at all times on property that is owned by the District other than the Amenity Facilities, including, but not limited to the stormwater pond banks.

DOG PARK POLICIES (ADOPTED MARCH 10, 2026)

Eligible Users

- (1) The Dog Park is an unattended facility and persons using the Dog Park do so at their own risk. Voluntary use of the Dog Park waives any claim or liability against the District resulting from such use of the Dog Park. Patrons and Guests using the Dog Park are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with the District Amenity Policies and Rules. Any disregard of these rules may result in

suspension or termination of Dog Park, other Amenity Facilities, or Parking privileges. The district reserves the right to seek reimbursement for damages.

- (2) Patrons and Guests are permitted to use the District Dog Park between dawn and dusk seven (7) days a week. Guests may only use the Dog Park when accompanied by a Patron. Persons under the age of thirteen (13) must have adult supervision if using the Dog Park.

Policies

- (1) Only dogs are allowed in the Dog Park. All other pets are prohibited from the Dog Park. Dogs shall be up to date on vaccinations prior to entering the Dog Parks and shall have current rabies and applicable license tags clipped to their collars at all times. Dogs that are under four (4) months old; in heat; with fleas or any other skin conditions; or are ill, are prohibited from the Dog Parks.
- (2) Dogs must be kept on a leash at all times, unless within the designated “off-leash” areas. Patrons and Guests shall always supervise their dogs and shall not leave their dogs unattended at the Dog Park.
- (3) All users of the Dog Park are required to pick up any solid dog waste and dispose of it in a wastebasket. Any user who does not pick up their dog’s waste is in violation of the Amenity Facility rules.
- (4) Dogs exhibiting aggressive behavior are prohibited.
- (5) Spiked collars are expressly prohibited from the Dog Park.
- (6) Dog toys are expressly prohibited from the Dog Park.
- (7) Food (including chewing gum) is not permitted within the Dog Park. Beverages are permitted in the District Dog Park if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are never permitted.
- (9) Patrons and Guests are required to repair any holes caused by their dog before leaving the park. Patrons and Guests are encouraged to prevent their dogs from creating holes in the Dog Park
- (10) The Dog Park are open to Patrons and Guests from dawn to dusk.
- (11) The District reserves the right to close the Dog Park or sections of the Dog Park for any reason.

RULES: SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:

Notwithstanding anything contained herein, the Amenity Manager may, at any time, restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the Amenity Facilities from damage. Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by the District Manager. The Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

Relating to District Policies and Fees for All Amenity Facilities:

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron or Guest may also be required to pay restitution for any property damage, if he or she:

- (1) Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
- (2) Submits false information on facility applications.
- (3) Permits unauthorized use of an Access Card.
- (4) Exhibits unsatisfactory behavior, deportment or appearance.
- (5) Treats the personnel or employees of the District in an unreasonable or abusive manner.
- (6) Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District.
- (7) Damages or destroys District property.

District Suspension and Termination Process:

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below regarding suspension or termination of a Patron's or Guest's privileges:

- A. First Offense -Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.
- B. Second Offense - Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron/ Guest and kept on file at the District Manager's Office.

- C. Third Offense - Automatic suspension from all Amenity Facilities for up to thirty (30) days or until the date of the next Board of Supervisors Meeting whichever occurs first. At this time a complete record of all pervious documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's/Guests privileges for up to one (1) calendar year from the Board' s approval of termination of privileges.

Furthermore, **any** incident where law enforcement is required to intervene will result in automatic suspension from all Amenity Facilities for up to thirty (30) days.

Patrons whose privileges have been suspended or revoked may have the determination reviewed by the District's Board of Supervisors pursuant to the District' s Rules of Procedure. Any request for a hearing by the District's Board of Supervisors shall act to hold any such suspension being appealed in abeyance.

The above policies were amended and adopted by the Board of Supervisors for the Cross Creek North Community Development District on this 10th day of March 2026.

EXHIBIT A
AMENITY FEES

Non-Resident Annual User Fee	\$4,000.00
Access Card Replacement Fee	\$25.00
Amenity Room Rental Fee (Up to 30 Guests)	\$150.00
Pavilion Area Rental Fee (Up to 25 Guests)	\$150.00
Security Deposit for Amenity Room or Pavilion Rental	\$250.00

Tab 6

Cross Creek N CDD

Managers Report

Date of meeting: **3.10.26**

Submitted by: **Mark Insel**

POOL & AMENITY FACILITY OPERATIONS

- **Seasonal Pool Use:** Main pool work is underway and moving along well. Lap pool activity remains almost at none. We have had a few northern guests enjoy the cold water but it's still cold. The warmer temps approaching will get the chill out soon.
- **Clubhouse Use:** Clubhouses remain in demand; rental inquiries have increased and we should see more reservations this month through the summer. A weekend or two a month is still the norm.
- **Facility Maintenance:**
 - - Touch up painting has been done in clubhouses, gym and restrooms. We painted the ceilings in the main pool entry area and just inside the gate. We also painted the main gate.
 - - Pressure washing is underway on buildings, decks, and pavers around the lap pool. The main lap pool entrance was completely detailed prior to pool work to stay ahead of any dust or the like.
 - - Loungers, chairs, and tables will all go through another round of bleaching and pressure washing prior to spring break.
 - - Small touch-up and repair items (locks, weather stripping, painting) are addressed regularly. Restroom floors in the main pool area have been repainted. (ongoing) Complete approved re painting will take place soon.
- **Storage Lot:** We've had a few new spaces rented out and all 30 ft spaces are rented.
- **Resident Registration:** Registrations continue, though at a slower pace.
- **Communications & Technology:**
 - - The Vesta website (<https://ccnamerities.com/>) and monthly newsletters remain key resources for residents.
 - - QR codes posted on bulletin boards and playgrounds provide access to surveys and the website.
- **Cleaning & Safety:**
 - - Staff continue routine cleaning; exterior stains have been removed.
 - - Daily safety checks are completed on the playground, volleyball court, and other amenities.
 - - Playground paver area and shade structure will be pressure washed prior to spring break.
- **Amenity Use:**
 - - We are having the Blood Mobile back on March 28th , this is always well attended and hope many residents come out!
 - - Monthly food trucks continue to be popular. The warmer temps will gather more customers!
 - - Pickleball court use has been monitored; full court usage is rare. We have installed gate closures so the gates will not just swing in the wind. This will prevent any damage we hope.
 - - Dog parks are not heavily used, but residents who frequent them are very happy!
 - - The grill area will receive signage stating policy rules.
 - -We are waiting for the new equipment to arrive so that we may have new volleyball posts installed.

GYM & EQUIPMENT

- The larger dumbbell rack and dumbbells added to the fitness center are a huge success. Many have expressed what a great addition this is.
- Slam ball area has been well used by residents, and they are happy to have it.
- Preventive maintenance was completed; minor repairs were addressed as needed.
- Janitorial services are provided three times weekly; staff conduct frequent cleanings and weekly deep cleans. All machines are in good condition and operational at this time.

COMPLETED PROJECTS (No Board Action Required)

- Signage posted at certain CDD green space areas for E-bikes, scooters and other similar items.
- More signs will be added to a few more areas and also beware of Wildlife signs.
- Back entrance pressure washing and deep cleaning scheduled within the next few weeks.
- Routine janitorial and maintenance services continue.

LOOKING AHEAD

- Residents have requested we purchase and install windscreens on pickleball courts. We can obtain quote if the Board approves.
- Completion of previously approved proposals.
- Monthly food trucks to continue.
- Ongoing newsletters, policy reminders, and community updates.
- Informal Q&A sessions with residents to be held as needed.
- Continued emphasis on a clean facility, pools, and grounds.
- Oversight of landscaping and irrigation.
- Completion of punch list projects not requiring Board approval.

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

Mark Insel 904-408-7716



Tab 7

Cross Creek N CDD

Field Operations Managers' Report

Date of meeting: 3/10/2026

Report submitted: 2/27/2026

Submitted by: John Williams

Completed Projects (In-House):

- Put bricks back up on the wall of the outside of the gym.
- Replaced gym door handle.
- Replaced two landscape lights that were out.
- Butterfly latches installed on pickleball courts. The old were damaged whenever the wind blew it shut.
- Paint touch ups throughout amenity. More to be done.
- Painted ceiling at Main Pool entrance.
- Filled holes in dog park. Continuous project.
- Repair to Pickleball bathroom drinking fountain.
- Replaced shower heads on lap pool.
- Microbes are still being added monthly to pond 8.
- Installation of no e-bike or scooters signs.
- Replumbing of autofill and faucet at water wheel.
- Repair to water fountain that had solenoids break during freeze.

Completed Projects (Contractor):

- Brightview- Replaced two damaged trees.
- First Place Fitness- Repair to the smith machine.
- First Place Fitness- Replacement of broken cable.
- First Place Fitness- Replacement of foot strap on bike.

Pool and Facility:

- The remarkite of the Main Pool started on 2/16.
- Some damage from the freeze repaired (shower heads, solenoids on fountains, etc.).
- Continuation of Vesta Daily Inspections to all Facilities, Pools, Pumps, Playground, Volleyball Court, Pickleball Courts, Dog Park, and RV Lot.
- Continuation of Vesta Weekly Inspections of all Roads.
- Continuation of Vesta Monthly Inspections of all Lighting and the AED Machine.

Gym and Equipment:

- Waiting on the rest of the dumbbells that are on back order.
- Waiting for repair to the toe strap on stand-up bike.
- Waiting on parts to repair heart rate sensors on treadmills.
- Continuation of Vesta Daily Inspections of the Gym.

Pond and Lake Management:

- Tigris will have quotes for:
 - Light replacement for fountain at pond 2.
 - Nozzle replacement for fountain at pond 2.
 - Repair to fountain at pond 2.
 - Repair to erosion by culvert at pond 8.
 - Options for pond 8.
- Continuation of Vesta Monthly Reports and Inspections of all Ponds.

Landscape Management:

- Brightview has been trimming plants and trees throughout the community.
- Continuation of Vesta Weekly Inspections of all Common Areas.

Third Party Quotes Provided:

- T&M Electric- Two lights replaced on the light posts at the pickleball courts that are not working.
- SunDancer Signs- Signs for the pickleball courts, volleyball court, grills, and playground that Egis Insurance wants us to install.

Other Comments:

- Residents requested to have wind blocking nets for the pickleball nets.
- Pool Chemical Logs made digital. Still fine-tuning the organization of the report.

What to expect in the upcoming months:

- Restrap of 9 pool lounge chairs.
- Remarcite of Main Pool completion.
- Flooring redone for Main Pool bathrooms.
- Replacement of the volleyball posts.
- Signs for the Playground, Volleyball Court, Grills, and Pickleball Courts.

*Should you have any comments or questions feel free to contact me directly.
John Williams 904-478-9732 ext 504 or jwilliams@vestapropertyservices.com*



T&M ELECTRIC OF CLAY COUNTY, LLC.

200 College Dr.
Orange Park, Florida 32065
State License #EC0001152
FEIN 59-2052695

Phone: (904) 272-0272

Fax: (904) 276-7689

February 19, 2026

Proposal Submitted To:

Cross Creek North CDD

Job Location:

2895 Big Oak Dr, Green Cove Springs, FL 32043

Mr. Williams,

Thank you for allowing us to provide you with a quote for the electrical service work at 2895 Big Oak Dr. If you have any questions, please feel free to contact me and thank you again for entrusting T&M Electric with your electrical needs.

1. Provide and install (2) new lights for the pickleball court to replace lights not working.

\$3,845.00

Note:

Excludes repairs to siding, soffit, paint, drywall, landscape, hardscape, flooring, etc.

Any additional diagnostic outside of above scope of work will be billed at standard rates.

Proposal expires after 90 days.

Sincerely,
Thank you,
David Hopkins
T & M Electric of Clay County, LLC.
200 College Drive
Orange Park, FL 32065
Phone (904) 272-0272
David@tmelectricinc.com

Tab 8

Detailed Report Sent Separately

Contact Us

TIGRIS Aquatic Services LLC
11232 Saint Johns Industrial Parkway
North
Ste 4
Jacksonville, Florida 32246
smetzger@tigrisusa.com
904-714-5815



Quote: 333987

Expiration Date: 05/27/2026

Bill To:

Cross Creek North CDD
c/o Rizzetta
PO Box 32414
Charlotte, North Carolina 28232

Customer: Cross Creek North CDD

2895 Big Oak Drive
Green Cove Springs, Florida 32043

Description	Unit Price	Qty	Amount
<p>Aquatic Services - As Requested</p> <p>Scope of Work</p> <p>Pond 8 – Water Removal & Bareground Treatment</p> <p>1. Water Removal</p> <p>Our team will mobilize to Pond 8 and utilize a high-capacity discharge pump to remove standing water located on the ends of the pond. The water will be safely discharged into the nearby approved drainage ditch to allow the affected areas to properly dry and become accessible for treatment.</p> <p>2. Drying Period</p> <p>Following water removal, the exposed areas will be allowed to dry for approximately three (3) days, weather permitting. This drying period is necessary to ensure optimal soil conditions and maximize the effectiveness of the herbicide application.</p> <p>3. Bareground Chemical Treatment</p> <p>Once the area has sufficiently dried, we will apply a professional-grade bareground chemical mix designed to control and prevent unwanted vegetation growth in the treated zones. Application will be performed in accordance with label requirements and industry best practices to ensure safety and effectiveness.</p> <p>4. Follow-Up Treatment</p> <p>Within seven (7) days of the initial application, our team will return to the site to perform a follow-up treatment. This second application is intended to reinforce control measures and ensure long-term vegetation suppression in the treated areas.</p> <p>5. Natural Refill of Pond</p> <p>Upon completion of the treatment process, the pond will be allowed to naturally refill to its normal water level through rainfall and standard watershed flow. No additional mechanical refilling will be required unless otherwise directed.</p>	\$8,786.85	1	\$8,786.85

Invoicing Details:

TIGRIS will invoice customer after each service has been completed
Invoices will be sent via email

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Deposit & Payment	
Deposit Required:	50% (\$4,393.43)
Deposit Due: 50% (\$4,393.43)	

Summary	
Subtotal:	\$8,786.85
Total: \$8,786.85	

Terms & Conditions

TERMS: This agreement is for a one time service and pricing is listed above. An invoice for the full amount will be submitted upon completion of the service with terms Due Upon Receipt.

REGULATORY: TIGRIS will furnish all labor, equipment, materials, supervision and taxes. TIGRIS will be responsible for the proper instruction of all safety measures to its personnel.

PAYMENT: All payments for services rendered under this contract are Due Upon Receipt. Should it become necessary for TIGRIS to bring action for collection of monies due and owing under this Agreement, Customer agrees to pay costs incurred by TIGRIS from such collection.

Non-Prevailing Wage Pricing: The pricing provided in this Agreement is based on standard labor rates and does not include prevailing wage requirements. Should the Customer determine that this project is subject to prevailing wage laws, TIGRIS reserves the right to adjust the contract price to account for increased labor costs, administrative overhead, and compliance reporting.

INSURANCE: TIGRIS shall carry Worker's Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Customer will be an insurance certificate holder and named as an additional insured. Copies of certificates of insurance naming the Customer as additionally insured will be provided upon request. An additional fee will be charged if customer requires specific insurance requirements.

VENDOR COMPLIANCE: An additional fee will be charged if customer requires specific Vendor Portal Sites or vendor compliance memberships.

PROPERTY DAMAGE/LIMITATION ON CLAIMS: A TIGRIS assumes no responsibility for equipment damages resulting from low/high water conditions, animal activity or other natural occurrences.

ENTIRE AGREEMENT: This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof. SIGNING AND RETURNING this document authorizes TIGRIS to perform the services and/or have product(s) delivered as stipulated within this agreement. By signing this document, I acknowledge I have the authority to authorize TIGRIS to perform the services outlined in this agreement.

Customer Approval

<hr/>	<hr/>	<hr/>
Customer Signature	Name	Date

Contact Us

TIGRIS Aquatic Services LLC
11232 Saint Johns Industrial Parkway
North
Ste 4
Jacksonville, Florida 32246
smetzger@tigrisusa.com
904-714-5815



Quote: 333995

Expiration Date: 05/27/2026

Bill To:

Cross Creek North CDD
c/o Rizzetta
PO Box 32414
Charlotte, North Carolina 28232

Customer: Cross Creek North CDD

2895 Big Oak Drive
Green Cove Springs, Florida 32043

Description	Unit Price	Qty	Amount
<p>Shoreline Restoration - As Requested Project Understanding</p> <p>The pond inlet shows clear signs of concentrated flow erosion, including scour at the base, undermining of the slope, exposed soil, sediment transport into the pond (evident in muddy water and buildup), and unstable surrounding grades. These conditions allow ongoing soil loss, reduced hydraulic efficiency, and risk of further degradation during storms. Urgent repair is needed to regrade for stable transitions, stabilize the area against future flows, and install protective armoring to maintain water quality per Florida stormwater and erosion control standards</p> <p>Proposed Scope of Work</p> <p>1. Site Preparation and Safety Secure work area with temporary silt fence or turbidity barriers to contain sediment. Manage standing water (pump/divert if needed) using turbidity controls; no direct discharge without BMPs</p> <p>2. Regrading and Stabilization Excavate eroded/undermined areas to sound subgrade. Regrade to create stable, smooth transitions to Plate Compact subgrade</p> <p>3. Geotextile Installation Place heavy-duty non-woven geotextile filter fabric (per FDOT/DEP specs) over prepared subgrade. Overlap seams 12–18 inches (shingle in flow direction); secure with stakes/pins. Extend fabric upslope and along pond edge for complete coverage.</p> <p>4. Riprap Placement Install angular riprap o Place in minimum 18–24 inch thickness, starting at the toe and interlocking upslope. Extend apron in front of inlet to water edge for effective energy dissipation from inflows.</p> <p>5. Restoration Apply track matting for equipment ingress/egress Repair with seed and straw any areas disturbed during repairs</p> <p>6. Permitting and Compliance Exempt as minor pond maintenance/erosion repair (small disturbance, <1 acre, BMPs for turbidity control). Follow</p>	\$21,643.20	1	\$21,643.20

DEP/SJRWMD/Clay County BMPs: Prevent sediment discharge; use turbidity controls during work.

Invoicing Details:

TIGRIS will invoice customer after each service has been completed
Invoices will be sent via email

Erosion Repair Proposal

Tigris Aquatic Services, LLC/Aquagenix has prepared the Erosion Repair Proposal to address the active inlet erosion at the pond located at 2941 / 2945 Cold Creek Court in Green Cove Springs, Florida. This work is intended to stabilize the inlet, prevent continued soil loss, and protect water quality in accordance with Florida stormwater and erosion control standards.

The inlet is currently experiencing concentrated flow erosion, including scour, slope undermining, exposed soils, and sediment transport into the pond. These conditions reduce hydraulic efficiency and allow ongoing degradation during storm events. If left uncorrected, continued erosion will compromise inlet stability and contribute to sediment pollution within the system.

The proposed approach focuses on rebuilding a stable subgrade, installing non-woven geotextile filtration fabric, and armoring the inlet with angular riprap to dissipate energy and prevent future erosion. Work will include sediment and turbidity controls, excavation and regrading of damaged areas, compaction of the subgrade, proper placement of geotextile fabric, and installation of riprap at the inlet and along the pond edge for long-term protection.

All disturbed areas will be restored upon completion, and construction will be performed under minor maintenance and erosion repair exemptions while following DEP, SJRWMD, and Clay County best management practices for sediment and turbidity control.

Deposit & Payment

Deposit Required: 60% (\$12,985.92)

Deposit Due: 60% (\$12,985.92)

Summary

Subtotal: \$21,643.20

Total: \$21,643.20

Terms & Conditions

TERMS: This agreement is for a one time service and pricing is listed above. An invoice for the full amount will be submitted upon completion of the service with terms Due Upon Receipt.

REGULATORY: TIGRIS will furnish all labor, equipment, materials, supervision and taxes. TIGRIS will be responsible for the proper instruction of all safety measures to its personnel.

PAYMENT: All payments for services rendered under this contract are Due Upon Receipt. Should it become necessary for TIGRIS to bring action for collection of monies due and owing under this Agreement, Customer agrees to pay costs incurred by TIGRIS from such collection.

Non-Prevailing Wage Pricing: The pricing provided in this Agreement is based on standard labor rates and does not include prevailing wage requirements. Should the Customer determine that this project is subject to prevailing wage laws, TIGRIS reserves the right to adjust the contract price to account for increased labor costs, administrative overhead, and compliance reporting.

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VENDOR COMPLIANCE: An additional fee will be charged if customer requires specific Vendor Portal Sites or vendor compliance memberships.

PROPERTY DAMAGE/LIMITATION ON CLAIMS: A TIGRIS assumes no responsibility for equipment damages resulting from low/high water conditions, animal activity or other natural occurrences.

ENTIRE AGREEMENT: This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof. SIGNING AND RETURNING this document authorizes TIGRIS to perform the services and/or have product(s) delivered as stipulated within this agreement. By signing this document, I acknowledge I have the authority to authorize TIGRIS to perform the services outlined in this agreement.

Customer Approval

Customer Signature

Name

Date

Contact Us

TIGRIS Aquatic Services LLC
 11232 Saint Johns Industrial Parkway
 North
 Ste 4
 Jacksonville, Florida 32246
 smetzger@tigrisusa.com
 904-714-5815

**Quote: 334429**

Expiration Date: 05/31/2026

Bill To:

Cross Creek North CDD
 c/o Rizzetta
 PO Box 32414
 Charlotte, North Carolina 28232

Customer: Cross Creek North CDD

2895 Big Oak Drive
 Green Cove Springs, Florida 32043

Description	Unit Price	Qty	Amount
Truxor - Pond Restoration Services Haul debris and sediment to landfill off site			
Truxor Service - As Requested Please see Scope of Work below:	\$35,929.32	1	\$35,929.32
<p>Invoicing Details: TIGRIS will invoice the 50% Deposit when customer approves the quote. The 50% deposit invoice shall be paid before work will be scheduled. TIGRIS will invoice the remaining 50% after services are completed. Invoices will be sent via email</p>			
<p>Truxor The Truxor DM 5045 is a very effective machine for "area-selective" cutting and/or removal of nuisance, emergent aquatic vegetation. This type of machine has a low ground pressure (reducing damage to load/offload areas and sensitive turf) and is amphibious, requiring minimally improved launch areas. The machine works from within the waterbody and can access coves and shallow shoreline areas otherwise inaccessible to conventional machinery. The Tuxor DM 5045 functions by cutting vegetation and root matter using side or front-mounted cutter and rake attachments</p> <p>By Signing / Approving this quote, the Client: Understands that, a deposit of 50% of the estimated project cost is due at the time of signing and that the job will only be scheduled upon receipt of deposit. Agrees to identify a project liaison and provide our Operator with guidance/direction as to the work (i.e. specific area to be cut/raked, amount of time spent in each area, etc._) Certifies that the work area is free of all trees, limbs, electrical wires, cables, pipes, water intakes or other man-made obstructions. Agrees to provide suitable staging and launch areas with at least a 10-foot width and moderate slope Acknowledges that the work to be performed by the Truxor DM 5045 is not dredging and that the machine is limited in its removal capabilities. While increased water depths will be restored throughout the project area, it is unlikely that the ponds originally designed bottom will be restored. It is unlikely that significant amounts of silt and/or sand will be removed during this activity. Rates of production vary significantly and are primarily influenced by the debris/plant densities and distance to shoreline disposal points. We will cut, rake and remove as much vegetation as possible within the allotted budget, but this does not guarantee the removal of all vegetation, nor do we make any claims as to the future plant re-growth that may or may not occur. Acknowledges that, while every effort will be made to neatly and carefully launch and extract the equipment from the lake/pond, damage to turf and shoreline area is expected and restoration is the responsibility of THE CLIENT Agrees to not hold TIGRIS Aquatic Services, LLC or its subcontractor(s) liable/responsible for repairing turf/driveway damage resulting from staging, deployment or extraction of the Truxor DM 5045 Will obtain and/all state or local permits required for the project Will obtain consent/approval of any/all impacted property owners Understands that once the equipment has been deployed to the job site, daily charges for the machine and operator will be incurred. Final invoice payment term is Net30.</p>			
Scope of Work			

Sediment & Vegetation Removal Services from ends of pond 8. (please see attached map)

1. Project Overview

The purpose of this project is to restore pond depth and improve overall water quality by removing accumulated sediment and excessive vegetation that has built up over time.

2. Sediment & Vegetation Removal

Our team will utilize a Truxor amphibious machine to mechanically remove approximately 6–12 inches of accumulated sediment and vegetation from the pond bottom.

This process will:

- Remove organic buildup and decaying plant matter
- Reduce nutrient loading within the pond
- Improve water depth and circulation
- Enhance the overall health and appearance of the pond.

The Truxor allows for precise, low-impact removal while operating within aquatic environments.

3. Sediment Disposal

Once removed, the sediment and vegetation will be transferred to an excavator.

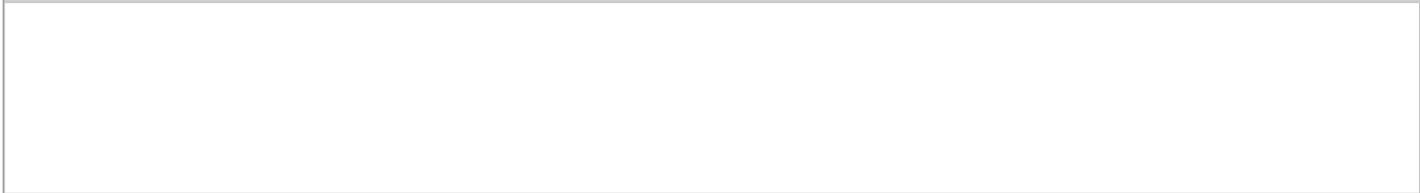
The excavator will:

- Transport the removed material to a dumpster to be removed from the property at an approved landfill.
- Grade and stabilize the area upon completion.

Any disturbed areas will be resodded with Bahai sod. Customer is responsible for watering the new sod. We recommend watering everyday for 2 weeks for the roots to get established.

4. Project Timeline

The project is expected to take approximately one (1) week to complete, weather and site conditions permitting.



Deposit & Payment	
Deposit Required:	50% (\$17,964.66)
Deposit Due: 50% (\$17,964.66)	

Summary	
Subtotal:	\$35,929.32
Total: \$35,929.32	

Legend

Cross Creek North
2841/2845 Cold Creek Court
Green Cove Springs, FL



Google Earth

Image © 2025 Airbus

Contact Us

TIGRIS Aquatic Services LLC
11232 Saint Johns Industrial Parkway
North
Ste 4
Jacksonville, Florida 32246
smetzger@tigrisusa.com
904-714-5815



Quote: 334405

Quote Date: 03/02/2026
Expiration Date: 05/31/2026

Bill To:

Cross Creek North CDD
c/o Rizzetta
PO Box 32414
Charlotte, North Carolina 28232

Customer: Cross Creek North CDD

2895 Big Oak Drive
Green Cove Springs, Florida 32043

Description	Unit Price	Qty	Amount
Truxor - Pond Restoration Services			
Truxor Service - As Requested Please see Scope of Work below:	\$33,825.12	1	\$33,825.12

Invoicing Details:
TIGRIS will invoice the 50% Deposit when customer approves the quote.
The 50% deposit invoice shall be paid before work will be scheduled.
TIGRIS will invoice the remaining 50% after services are completed.
Invoices will be sent via email

Truxor
The Truxor DM 5045 is a very effective machine for "area-selective" cutting and/or removal of nuisance, emergent aquatic vegetation. This type of machine has a low ground pressure (reducing damage to load/offload areas and sensitive turf) and is amphibious, requiring minimally improved launch areas. The machine works from within the waterbody and can access coves and shallow shoreline areas otherwise inaccessible to conventional machinery. The Tuxor DM 5045 functions by cutting vegetation and root matter using side or front-mounted cutter and rake attachments

By Signing / Approving this quote, the Client:
Understands that, a deposit of 50% of the estimated project cost is due at the time of signing and that the job will only be scheduled upon receipt of deposit.
Agrees to identify a project liaison and provide our Operator with guidance/direction as to the work (i.e. specific area to be cut/raked, amount of time spent in each area, etc._)
Certifies that the work area is free of all trees, limbs, electrical wires, cables, pipes, water intakes or other man-made obstructions.
Agrees to provide suitable staging and launch areas with at least a 10-foot width and moderate slope
Acknowledges that the work to be performed by the Truxor DM 5045 is not dredging and that the machine is limited in its removal capabilities. While increased water depths will be restored throughout the project area, it is unlikely that the ponds originally designed bottom will be restored. It is unlikely that significant amounts of silt and/or sand will be removed during this activity.
Rates of production vary significantly and are primarily influenced by the debris/plant densities and distance to shoreline disposal points. We will cut, rake and remove as much vegetation as possible within the allotted budget, but this does not guarantee the removal of all vegetation, nor do we make any claims as to the future plant re-growth that may or may not occur.
Acknowledges that, while every effort will be made to neatly and carefully launch and extract the equipment from the lake/pond, damage to turf and shoreline area is expected and restoration is the responsibility of THE CLIENT
Agrees to not hold TIGRIS Aquatic Services, LLC or its subcontractor(s) liable/responsible for repairing turf/driveway damage resulting from staging, deployment or extraction of the Truxor DM 5045
Will obtain and/all state or local permits required for the project
Will obtain consent/approval of any/all impacted property owners
Understands that once the equipment has been deployed to the job site, daily charges for the machine and operator will be incurred.
Final invoice payment term is Net30.

Scope of Work
Sediment & Vegetation Removal Services from ends of pond 8. (please see attached map)

1. Project Overview

The purpose of this project is to restore pond depth and improve overall water quality by removing accumulated sediment and excessive vegetation that has built up over time.

2. Sediment & Vegetation Removal

Our team will utilize a Truxor amphibious machine to mechanically remove approximately 6–12 inches of accumulated sediment and vegetation from the pond bottom.

This process will:

- Remove organic buildup and decaying plant matter
- Reduce nutrient loading within the pond
- Improve water depth and circulation
- Enhance the overall health and appearance of the pond

The Truxor allows for precise, low-impact removal while operating within aquatic environments.

3. Sediment Disposal

Once removed, the sediment and vegetation will be transferred to an excavator for relocation.

The excavator will:

- Transport the removed material to a designated wooded area on the property
- Dig an appropriate disposal pit
- Place and bury the sediment within the excavated area
- Grade and stabilize the area upon completion

Any disturbed areas will be resodded with Bahai sod. Customer is responsible for watering the new sod. We recommend watering everyday for 2 weeks for the roots to get established.

4. Project Timeline

The project is expected to take approximately one (1) week to complete, weather and site conditions permitting.

Deposit & Payment

Deposit Required: 50% (\$16,912.56)

Deposit Due: 50% (\$16,912.56)

Summary

Subtotal: \$33,825.12

Total: \$33,825.12

Terms & Conditions

TERM AND TERMINATION: The term of the Agreement for annual services and/or annual product as described above shall commence on the date when both parties have executed this Agreement and shall continue for twelve consecutive months (the "Initial Term"). Notwithstanding anything set forth herein to the contrary, either party may terminate this Agreement upon 30 days written notice to the other party; provided that in the event the Customer terminates this Agreement, the Customer must provide payment to TIGRIS Aquatic Services, LLC (TIGRIS) for all services rendered prior to the effective date of termination.

PAYMENT: All payments for services rendered under this contract are due within 30 days from the invoice date.

If payment is past due 60 days or more, TIGRIS reserves the right to postpone service until the total amount due, including finance charges, is paid in full. Should it become necessary for TIGRIS to bring action for collection of monies due and owing under this Agreement, Customer agrees to pay costs incurred by TIGRIS from such collection. Upon receipt of payment TIGRIS will inspect the service area; if conditions have changed significantly due to the interruption of service, additional fees will be incurred to return it to normal status.

WORKMANSHIP: 80% algae control is expected within 5 days of treatment. 80% of all other vegetation control is expected within 4 weeks of treatment. If there is insufficient control at those times, the customer must contact their local Branch Manager within one week of those dates. TIGRIS will work with the Customer to determine next steps to achieve desired control.

Non-Prevailing Wage Pricing: The pricing provided in this Agreement is based on standard labor rates and does not include prevailing wage requirements. Should the Customer determine that this project is subject to prevailing wage laws, TIGRIS reserves the right to adjust the contract price to account for increased labor costs, administrative overhead, and compliance reporting.

PROPERTY DAMAGE/LIMITATION ON CLAIMS: Allegations of property damage resulting from the services rendered by TIGRIS must be submitted in a written report with pictures included, filed directly with respective Account Manager within fifteen (15) days. TIGRIS will review the report, determine a fair and equitable resolution, and respond within a timely manner. Customer agrees that any claims Customer has against TIGRIS must be filed within one (1) year from the date of termination of this Agreement.

LIMITATION OF LIABILITY: Neither party will be liable to the other party for any special, indirect, consequential, or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption, based on any claim under this agreement, even if such party has been advised of the possibility of such damages. Customer hereby agrees to indemnify, defend and hold harmless TIGRIS from and against any and all liabilities, obligations, damages, penalties, fines, loss, awards, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), relating to any claim, action or proceeding initiated or threatened by a third party (collectively "Losses") incurred by or imposed upon TIGRIS as a result of Customer's negligence or intentional misconduct. TIGRIS hereby agrees to indemnify, defend and hold harmless the Customer from and against all Losses incurred by or imposed upon the Customer as a result of TIGRIS's negligence or intentional misconduct provided however that TIGRIS shall not be responsible for any Losses due in whole or in part to Customer's negligent acts or omissions.

INSURANCE: TIGRIS shall carry Worker's Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Customer will be an insurance certificate holder and named as an additional insured. Copies of certificates of insurance naming the Customer as additionally insured will be provided upon request.

ENTIRE AGREEMENT: This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof. SIGNING AND RETURNING this document authorizes TIGRIS to perform the services and/or have product(s) delivered as stipulated within this agreement. By signing this document, I acknowledge I have the authority to authorize TIGRIS to perform the services outlined in this agreement.

Customer Approval

Customer Signature

Name

Date

Tab 9



Quality Site Assessment

Prepared for: **Cross Creek North CDD**

General Information

- DATE:** Thursday, Feb 26, 2026
- NEXT QSA DATE:** Monday, May 25, 2026
- CLIENT ATTENDEES:** Royce Peaden
- BRIGHTVIEW ATTENDEES:** Royce Peaden

Customer Focus Areas

Entrances, Amenities and focal areas

Quality you can count on.

7 Seven Standards of Excellence	1  Site Cleanliness	2  Weed Free	3  Green Turf
	4  Crisp Edges	5  Spectacular Flowers	6  Uniformly Mulched Beds

Maintenance Items



- 1** Entrance island project looks to be nearing completion. Proposal included in packet to remove plant material, lower grade, re-establish irrigation and plants. Options included to either put pavers in island area or to add irrigation and install annuals.
- 2** Crew has done a good job on raising tree canopies around site during Winter this year.
- 3** Crew has completed Ornamental grass cutbacks throughout site.
- 4** Crew has mostly finished Liriope cutbacks throughout site

QUALITY SITE ASSESSMENT

Cross Creek North CDD

Maintenance Items



5 Turf - record cold has led to dormant St Augustinegrass and Bahia throughout site. Turf should bounce back once out of dormancy but we should be aware for any areas that struggle or may have been killed by extreme temperatures.

6 Flax Lily cut back throughout site as part of winter maintenance.

7 Palms, overall, appear to be doing well following the cold. Palms can show decline several months after extreme weather so we should continue to monitor palms for health throughout site. One palm noted at Big Oak/Cold Stream traffic circle that declined. Proposal for replacement attached.

8 Drift roses throughout property got hit by cold harder than expected. Beds in roadway islands showed the most damage. Plants appear to be recovering at this time. We will fertilize and treat plants throughout the season

QUALITY SITE ASSESSMENT

Cross Creek North CDD

Maintenance Items



9 Foxtail Ferns showing some cold damage. Once threat of freeze passes we will clean these up and they should rebound fine.

10 Hawaiian Ti showing some cold damage. Once threat of freeze passes we will clean these up and they should rebound fine.

11 Crinum Lily's showing some cold damage. Once threat of freeze passes we will clean these up and they should rebound fine.

12 Crew is working on trimming up Crape Myrtles for health/structure at amenity area.

QUALITY SITE ASSESSMENT

Cross Creek North CDD

Maintenance Items



13 Dog Park - proposal option submitted to convert dog park to mulch. Proposal includes credit incase this option is chosen over 1x warranty of hydroseeding.

14 Plumbago beds near entrance to RV lot were damaged by cold. We should watch these to see if plants will bounce back.

15 Lake maintenance throughout being kept up by crew. March marks the beginning of every week mowing. We will continue to supply labor to site but if turf conditions don't necessitate mowing weekly we will continue to push ahead on winter/cold tasks.

16 Plant material throughout site trimmed and shaped nicely. Plants will benefit from upcoming fertilizer applications.

Maintenance Items



- 17** Big Oak / Cold Stream traffic circle - location of 1 declined Palm

Proposal for Extra Work at Cross Creek North CDD

Property Name	Cross Creek North CDD	Contact	Danielle Wasilewski
Property Address	2895 Big Oak Dr Green Cove Springs, FL 32043	To	Cross Creek North CDD
		Billing Address	c/o Rizetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name CCN - Sand Ridge Entry Island - Re-landscape
 Project Description Proposal to re-landscape island following construction project

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
Main Island			Subtotal	\$9,330.02
1.00	EACH	Removal of existing plant material and lowering grade by approximately 15" - including removal of existing plant material and irrigation	\$2,521.15	\$2,521.15
1.00	LOAD	Roll-Off/Dumpster 30 CY - Green Waste Material	\$930.29	\$930.29
10.00	EACH	Installation of 10 yds of top soil	\$138.70	\$1,387.02
1.00	EACH	Re-establishment of irrigation for area	\$1,755.77	\$1,755.77
2.00	EACH	Annuals soil - installed - 1 CY	\$169.71	\$339.42
300.00	EACH	Annuals - 4" - installed	\$1.79	\$537.99
3.00	EACH	Crinum Lily - 7 gal - installed	\$83.41	\$250.24
8.00	EACH	Schilling - 7gallon - Installed	\$64.81	\$518.46
30.00	EACH	Juniper Parsonii - 3 gal - Installed	\$20.52	\$615.51
50.00	EACH	Mulch - Installed - MPB	\$9.48	\$474.17
Option 1 - Area Between Sidewalk and Road			Subtotal	\$1,820.00
1.00	LUMP SUM	Installation of Pavers in area for clean/heat appearance	\$1,820.00	\$1,820.00
Option 2 - Area between sidealk and road			Subtotal	\$487.21
1.00	EACH	Installation of irrigation	\$174.04	\$174.04
80.00	EACH	Annuals - 4" - installed	\$1.79	\$143.46
1.00	EACH	Annuals soil - installed - 1 CY	\$169.71	\$169.71

For internal use only

SO# 8860537
 JOB# 346100624
 Service Line 130

Total Price \$11,637.23

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
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Customer

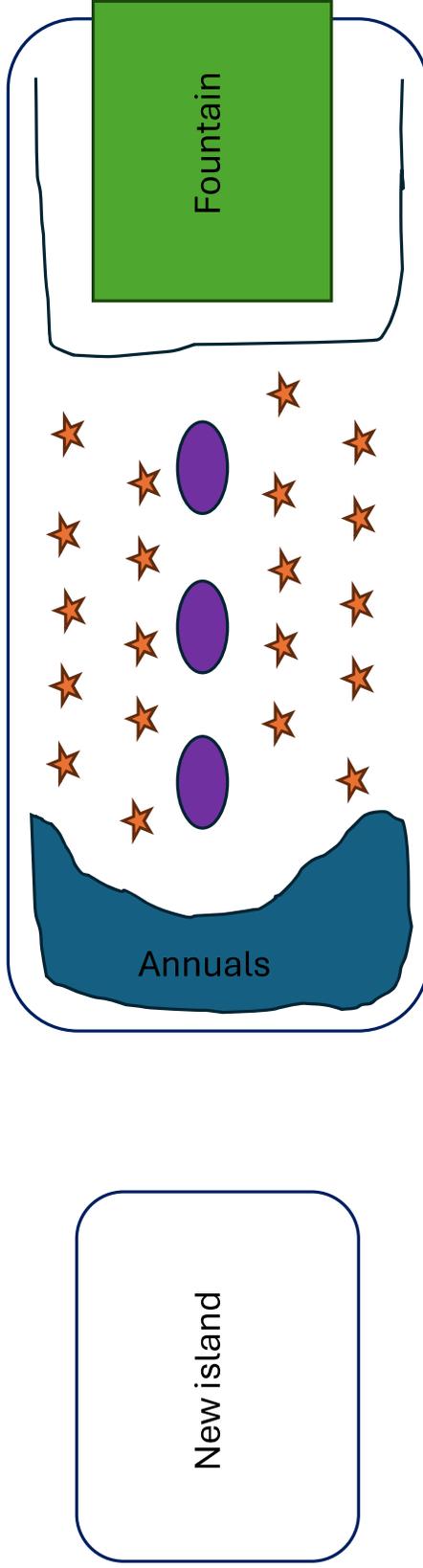
	Associate District Manager
Signature _____	Title _____
Danielle Wasilewski	February 26, 2026
Printed Name _____	Date _____

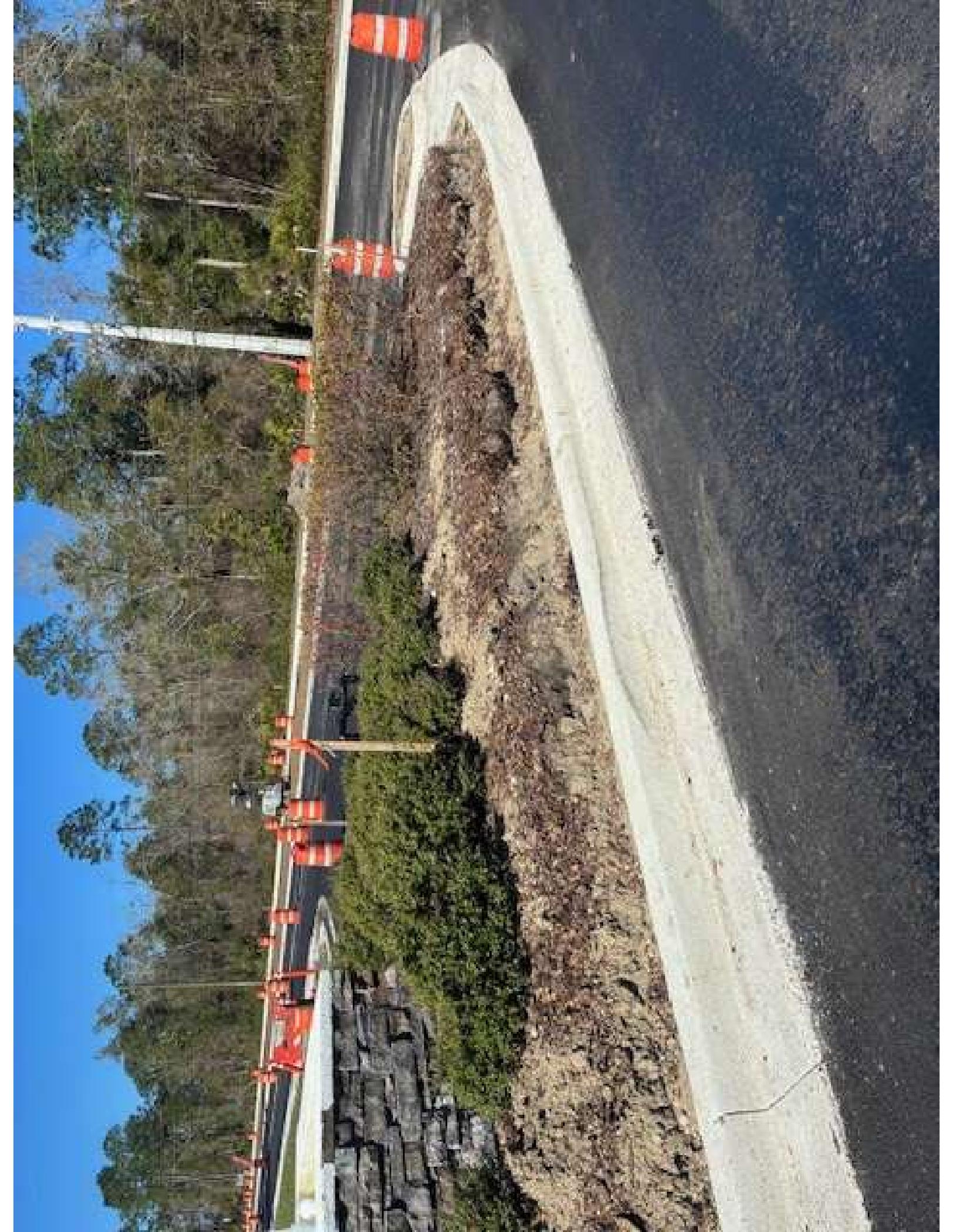
BrightView Landscape Services, Inc. "Contractor"

	Account Manager - Exterior
Signature _____	Title _____
Royce Peaden	February 26, 2026
Printed Name _____	Date _____

Job #:	346100624		
SO #:	8860537	Proposed Price:	\$11,637.23

Cross Creek North – Sand Ridge Rd – Entrance island Construction Project





Proposal for Extra Work at Cross Creek North CDD

Property Name	Cross Creek North CDD	Contact	Danielle Wasilewski
Property Address	2895 Big Oak Dr Green Cove Springs, FL 32043	To	Cross Creek North CDD
		Billing Address	c/o Rizetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name CCN - Dog Park Renovation - Install Mini Pine Bark mulch to eliminate turf
 Project Description CCN - Dog Park Renovation - Install Mini Pine Bark mulch to eliminate turf

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Delivery, Staging, Site prep - apply herbicide to grass areas to prep for installation of mulch	\$383.33	\$383.33
170.00	CUBIC YARD	MPB - installed to 6" depth	\$60.00	\$10,200.00
1.00	EACH	Credit for second application of Hydroseeding	\$-1,800.00	\$-1,800.00
1.00	EACH	Irrigation - cap off/ shut off irrigation running in dog park area	\$273.33	\$273.33

For internal use only

SO# 8860465
 JOB# 346100624
 Service Line 130

Total Price \$9,056.66

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 11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

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2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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Customer

	Associate District Manager
Signature _____	Title _____
Danielle Wasilewski	February 26, 2026
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

	Account Manager - Exterior
Signature _____	Title _____
Royce Peaden	February 26, 2026
Printed Name _____	Date _____

Job #:	346100624		
SO #:	8860465	Proposed Price:	\$9,056.66

Proposal for Extra Work at Cross Creek North CDD

Property Name	Cross Creek North CDD	Contact	Danielle Wasilewski
Property Address	2895 Big Oak Dr Green Cove Springs, FL 32043	To	Cross Creek North CDD
		Billing Address	c/o Rizetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Cross Creek CDD - Mulch Install

Project Description Pine Bark of ALL landscaped common areas in community - excluding tree rings recently completed

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
Mulch - ALL Common Areas (Site Wide)			Subtotal	\$13,500.00
225.00	YARD	Pine Bark of ALL landscaped common areas in community - excluding tree rings recently completed	\$60.00	\$13,500.00

For internal use only

SO# 8859335
JOB# 346100624
Service Line 160

Total Price \$13,500.00

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

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Customer

	Associate District Manager
Signature _____	Title _____
Danielle Wasilewski	February 25, 2026
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

	Account Manager - Exterior
Signature _____	Title _____
Royce Peaden	February 25, 2026
Printed Name _____	Date _____

Job #:	346100624		
SO #:	8859335	Proposed Price:	\$13,500.00

Proposal for Extra Work at Cross Creek North CDD

Property Name	Cross Creek North CDD	Contact	Danielle Wasilewski
Property Address	2895 Big Oak Dr Green Cove Springs, FL 32043	To	Cross Creek North CDD
		Billing Address	c/o Rizetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Replace 1 Washingtonia Palm at Island roundabout Big Oak/Cold Stream

Project Description Replace 1 Washingtonia Palms at Island roundabout Big Oak/Cold Stream

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Replace 3 Washingtonia Palms. Ranging from heights of 10-12'. Price will include hauling old palms away and install new ones with bracing.	\$1,269.00	\$1,269.00
1.00	EACH	Irrigation - Add bubblers for newly installed trees and ensure proper programming	\$334.94	\$334.94

Images

CCN Palm location



For internal use only

SO# 8859345
JOB# 346100624
Service Line 130

Total Price \$1,603.94

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The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

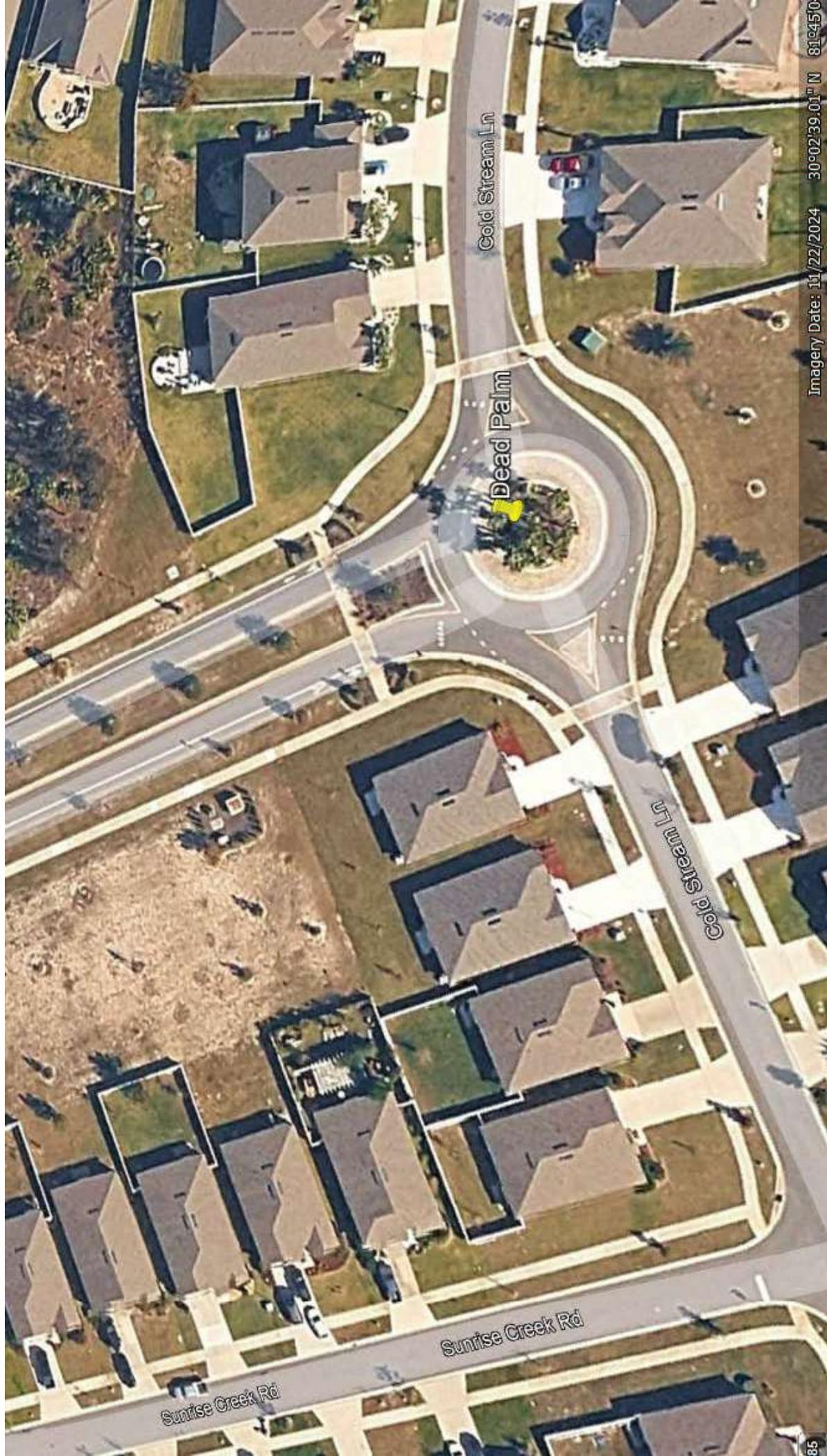
Customer

	Associate District Manager
Signature _____	Title _____
Danielle Wasilewski	March 02, 2026
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

	Account Manager - Exterior
Signature _____	Title _____
Royce Peaden	March 02, 2026
Printed Name _____	Date _____

Job #:	346100624		
SO #:	8859345	Proposed Price:	\$1,603.94



Cold Stream Ln

Dead Palm

Cold Stream Ln

Sunrise Creek Rd

Sunrise Creek Rd

Imagery Date: 11/22/2024 30°02'39.01" N 81°44'50"

Tab 10



SUNDANCER SIGN GRAPHICS
 11259 Business Park Blvd, Suite 3
 Jacksonville, FL 32256
 904-287-4949
 info@sundsg.com

Estimate

ADDRESS

Cross Creek North CDD
 2806 N 5th St
 Suite 403
 St Augustine, FL 32084

SHIP TO

Cross Creek North CDD
 2895 Big Oak Drive
 Green Cove Springs, FL
 32043

ESTIMATE # 2303

DATE 02/25/2026

ACTIVITY	QTY	RATE	AMOUNT
ALL SIGNS TO BE 6MM BLACK ACM WITH DIGITAL PRINT IN CROSS CREEK N STYLE			
Amenity Sign PICKLEBALL COURT RULES	2	375.00	750.00T
6MM Black ACM Sign Face with Digital Print Reading Approved Rules and Polices			
*SIZE TBD APPROX MED SIZE TO FIT RULES			
FENCE MOUNT			
Amenity Sign DOG PARK	1	65.00	65.00T
6MM Black ACM with Digital Print Reading Approved Rule			
FENCE MOUNT			
Amenity Sign VOLLEYBALL COURT RULES	1	575.00	575.00T
3" BLACK ALUMINUM POST WITH PRYAMID CAP			
6MM Black ACM Sign Face with Digital Print Reading Approved Rules			
*SIZE TBD BASED OFF SIZING MEDIUM/LG			
Amenity Sign GRILL RULES	1	575.00	575.00T
3" BLACK ALUMINUM POST WITH PRYAMID CAP			
6MM Black ACM Sign Face with Digital Print Reading Approved Rules			

ACTIVITY	QTY	RATE	AMOUNT
Amenity Sign PLAYGROUND RULES	1	575.00	575.00T
3" BLACK ALUMINUM POST WITH PRYAMID CAP			
6MM Black ACM Sign Face with Digital Print Reading Approved Rules			
Install - Sign Installation of Sign per specs	6	75.00	450.00
SUBTOTAL			2,990.00
TAX			0.00
TOTAL			\$2,990.00

Accepted By

Accepted Date

Tab 11

Contact Us

TIGRIS Aquatic Services LLC
11232 Saint Johns Industrial Parkway
North
Ste 4
Jacksonville, Florida 32246
smetzger@tigrisusa.com
904-714-5815



Quote: 334241

Quote Date: 02/27/2026
Expiration Date: 05/28/2026

Bill To:

Cross Creek North CDD
c/o Rizzetta
PO Box 32414
Charlotte, North Carolina 28232

Customer: Cross Creek North CDD

2895 Big Oak Drive
Green Cove Springs, Florida 32043

Description	Unit Price	Qty	Amount
Administration Fee Shipping Fee	\$700.00	1	\$700.00
7.3 J Fountain, 7HP, 240V, 3PH, Float, CF-3075 Control Panel, 5 Patterns, 200' Cord w/6' Quick Disc. Stub Cord Each	\$15,422.00	1	\$15,422.00
LED Composite Light, 6 Fixtures, 11Watts ea., 120V, Includes color lenses w/red, blue, green & amber, 200' Cord Each	\$2,014.00	1	\$2,014.00

New 7.5 HP Fountain

1. Project Overview

This scope of work outlines the removal of the existing fountain system in Pond 2 and the installation of a new fountain unit, including all necessary components to ensure full functionality and long-term performance.

2. Removal of Existing Fountain

- Contractor will remove the existing fountain unit at no additional cost to the client.
- Removal includes disconnection of electrical supply, detachment of anchoring system, and extraction of the fountain from the pond.
- The old fountain system will be properly disposed of and removed from site.
- Site will be left clean and free of debris related to the removal.

3. Installation of New Fountain System

Contractor will install the new fountain system at no additional labor cost, including the following components:

- New fountain pump and float assembly
- New underwater-rated electrical cable
- New control box
- New fountain lighting system
- Anchoring and stabilization system

Installation includes:

- Proper placement and anchoring of the fountain within Pond 2
- Installation of the new control panel in a suitable and accessible location
- Running and securing new electrical cable from the control box to the fountain unit
- Installation and positioning of fountain lights
- Electrical connection and system startup
- Operational testing to ensure proper performance

4. System Testing & Commissioning

Upon installation completion:

- Contractor will test pump operation, spray pattern, and lighting system
- Verify proper voltage and amperage draw
- Confirm timer and control functions are operating correctly
- Ensure fountain is operating safely and efficiently before departure

5. Warranty

The new fountain system includes a 5-year manufacturer's warranty covering defects in materials and workmanship. The lights have a 2 year manufacturer's warranty.

If any covered component fails within the warranty period under normal operating conditions, repairs or replacement will

be handled in accordance with manufacturer warranty guidelines.

Deposit & Payment

Deposit Required: 60% (\$10,881.60)

Deposit Due: 60% (\$10,881.60)

Summary

Subtotal: \$18,136.00

Total: \$18,136.00

Terms & Conditions

TERMS: The investment for replacing the fountain is listed above. A 65% retainer will be due prior to installation. The balance will be invoiced upon completion with terms Due Upon Receipt. This quote does not include any electrical work such as fountain control panel installation, trenching or underground conduit installation.

TITLE: Title to all equipment and associated materials shall not pass but remains vested in and are the property of TIGRIS or its assigns until all sums have been fully paid.

PAYMENT: All payments for services rendered under this contract are due within 30 days from the invoice date. Should it become necessary for TIGRIS to bring action for collection of monies due and owing under this Agreement, Customer agrees to pay costs incurred by TIGRIS from such collection.

Non-Prevailing Wage Pricing: The pricing provided in this Agreement is based on standard labor rates and does not include prevailing wage requirements. Should the Customer determine that this project is subject to prevailing wage laws, TIGRIS reserves the right to adjust the contract price to account for increased labor costs, administrative overhead, and compliance reporting.

INSURANCE: TIGRIS shall carry Worker's Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Customer will be an insurance certificate holder and named as an additional insured. Copies of certificates of insurance naming the Customer as additionally insured will be provided upon request. An additional fee will be charged if customer requires specific insurance requirements.

VENDOR COMPLIANCE: An additional fee will be charged if customer requires specific Vendor Portal Sites or vendor compliance memberships.

PROPERTY DAMAGE/LIMITATION ON CLAIMS: A TIGRIS assumes no responsibility for equipment damages resulting from low/high water conditions, animal activity or other natural occurrences.

ENTIRE AGREEMENT: This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof. SIGNING AND RETURNING this document authorizes TIGRIS to perform the services and/or have product(s) delivered as stipulated within this agreement. By signing this document, I acknowledge I have the authority to authorize TIGRIS to perform the services outlined in this agreement.

Customer Approval

Customer Signature

Name

Date

Tab 12



QUOTE

QUOTE #	55120
DATE	2/16/2026

CUSTOMER / JOB INFORMATION
CROSS CREEK NORTH CDD AMMENITY CENTER 2895 BIG OAK DRIVE GREEN COVE SPRINGS, FL 32043

SERVICE CONTACT
CROSS CREEK NORTH CDD 3434 COLWELL AVE STE 200 TAMPA, FL 33614-8390

VAK PAK PROVIDES THE FOLLOWING QUOTE:

PO #	REP	JOB NAME	TERMS
	JW	PM Inspection	Net 30

ITEM	DESCRIPTION	U/M	QTY	TOTAL
LABOR-SERVICE...	Predictive Maintenance Inspection of all equipment. Main Pool, Lap Pool and IWF, per Inspection visit.			1,375.31
	Sales Tax - Florida			0.00

QUOTE GOOD FOR 6 MONTHS	TOTAL	\$1,375.31
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WARRANTY ON PARTS INSTALLED WILL BE 12 MONTHS FROM DATE OF INSTALLATION AND WILL COVER COST OF REPLACEMENT.

Scope of Work (SOW)

Project Title: Predictive Maintenance Inspection

Client/Project Name: Cross Creek North CDD

Prepared By: VakPak, Inc.

Date: 02/16/26

1. Project Overview

The purpose of this project is to perform a **Predictive Maintenance Inspection** of all pool equipment within the VakPak system. The goal is to ensure maximum uptime for all pool equipment, predict potential failures, and provide actionable insights for proactive planning and budgeting of maintenance activities.

2. Objectives

- **Maximize Equipment Uptime:** Perform regular inspections to identify and mitigate risks of equipment failure.
 - **Predictive Maintenance:** Utilize inspection data to forecast potential failures and recommend maintenance or upgrades to prevent downtime.
 - **Cost Planning and Budgeting:** Provide data and recommendations to help the client plan for future maintenance costs.
-

3. Deliverables

The following tasks will be completed during each quarterly inspection:

1. **Physical Inspection:** Full visual and operational inspection of all pool equipment inside the VakPak.
2. **Electrical Measurements:** Measure incoming voltage to ensure proper power supply to equipment.

3. **Amp Draw Analysis:** Measure the amperage draw of each pump, motor starter, and variable frequency drive (VFD).
 4. **Operating Temperature Monitoring:** Measure the operating temperature of each pump motor and VFD.
 5. **Pressure and Vacuum Readings:** Record vacuum and pressure readings on the pumps to assess performance.
 6. **UV System Evaluation:** Evaluate the performance of the UV system, if installed.
 7. **Flow Verification:** Verify the actual flow rate in the return line to ensure optimal operation.
 8. **Water Chemistry Review:** Inspect water chemistry levels and assess all chemical sensing/feeding equipment. Inspect and clear/replace chemical tubing as needed between feeder pumps and return line.
 9. **Inspection Report:** Provide a detailed written report outlining the findings, including any identified issues and recommended repairs or upgrades.
 10. **Repair Quotes:** Provide written quotes for any necessary repairs or parts replacements based on the findings.
-

4. Timeline

- **Frequency of Inspections:** Inspections will be conducted quarterly, with specific dates agreed upon with the client for each scheduled inspection.
 - **Estimated Duration per Inspection:** Each inspection will take approximately [Insert Time Estimate] hours to complete.
 - **Reporting and Follow-Up:** Inspection reports and quotes will be delivered within [Insert Timeframe] following the completion of the inspection.
-

5. Roles & Responsibilities

- **VakPak, Inc.:**

- Perform the predictive maintenance inspections as outlined in this SOW.
 - Provide all necessary tools, equipment, and personnel to complete the inspections.
 - Deliver the final report and any repair quotes within the agreed-upon timeframe.
 - **Client/Property Representative:**
 - Provide access to all pool equipment and systems that require inspection.
 - Ensure that the necessary personnel are available to facilitate the inspection if required.
-

6. Additional Notes

- **Risks and Assumptions:**
 - Access to equipment and systems is essential for timely inspections. Any delays in access may result in rescheduling the inspection.
 - The inspections assume that all systems are functioning and have no prior hidden issues that would prevent accurate readings.
 - Any repairs or upgrades recommended are subject to the availability of parts and client approval.
 - **Confidentiality:** All inspection data and reports will be kept confidential and shared only with the client and relevant stakeholders.
-

7. Terms and Conditions

- **Payment Terms:** Payment will be due Net 20 from the date of the invoice, and any additional work outside the agreed scope will be subject to separate quotes.
- **Liability:** VakPak, Inc. will not be held liable for pre-existing issues or failures outside of the scope of the inspection.

This Scope of Work is intended to be a framework for the predictive maintenance inspections. Any adjustments to the scope or timing can be made as necessary, and additional services outside of this agreement may be addressed separately.

Let me know if you'd like to make any adjustments or add more detail to any section! This draft covers the main points, but it can be further customized depending on specific client needs or internal processes.

TAB 13

February 23, 2026

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

**RE: Cross Creek North Community Development District
2026 Annual Engineer's Report
ETM No.: 19-327-19**

Dear Ms. Gallagher,

England-Thims & Miller, Inc. (ETM) is pleased to submit this proposal for professional services related to the Cross Creek North Community Development District (CDD) request for an Engineer's Annual Report. Our services will include preparation of the 2026 Engineer's Annual Report for the Cross Creek Development.

TASKS

TASK 1 - ENGINEER'S ANNUAL REPORT

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

Lump Sum Fee\$5,200.00

EXPENSES

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



ITEMS NOT INCLUDED

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

- Administrative Hearings
- Architectural Design
- As-Build Surveys
- Bid Document Preparation
- Bidding Administration
- Borrow Pit Permitting
- Bridge Design
- Building Permit Review Coordination
- Concurrency Entitlements
- Condo Document Preparation
- Construction Staking
- Construction Supervision
- Consumptive Use Permitting
- Contract Administration
- DEP Groundwater Discharge Permit
- Dewatering Design
- Easement Staking
- Entitlement / Zoning Support
- Electric, Phone, Gas Design & Coordination
- Engineering / Construction Plan Preparation
- Environmental Investigation
- Establishment of Benchmarks or Construction Control / Stakeout
- FEMA Floodplain Modeling Analysis or Letter of Map Revision
- Fire Hydrant Testing
- Fountain Design
- Geotechnical Investigations
- Gopher Tortoise Permitting and Relocation
- Groundwater Modeling
- Groundwater Pump Testing
- Individual Lot Surveys
- Irrigation Supply or Well Design / Permitting
- Jurisdictional Wetland Delineation
- Land Use Planning
- Landscape Architecture and Irrigation Design
- Large Scale Cost Estimates
- Large Scale Site Redesigns
- Legal Description
- Lift / Pump Station Design
- Material Testing
- Mitigation Area Design
- Mobility /Concurrency Fees
- Notice of Commencement
- Offsite Drainage Modeling
- Offsite Utility Modeling or Permitting
- Out of Town Travel
- Owner Requested Plan Revisions After Plan Approval
- Pump Station Design
- Permit Application Fees
- Permit Compliance
- Phasing Plan
- Plat Filing Fees
- Plat Preparation
- Preparations of Offsite Easements
- PUD, DRI or Zoning Modifications
- Pump Station Modification Design
- Retaining Wall Design
- Residential Grinder Pump Design
- Right-of-Way Permit
- Separate Clearing or Grading Permitting
- Signage, Hardscape, and Pool Design
- Sign Permit
- Site Contamination Assessment
- Specimen Tree Hearings
- Street Light Design
- Structural Design
- Survey (Topographic, Boundary, Wetland & Trees)
- Title Work
- Traffic Signal Design / Permitting
- Traffic Study / Engineering
- Turn Lane Design / Permitting
- Utility Locates
- Underground Irrigation Design (used when hose bib only)
- Upland Buffer Enhancement Planting Design
- Vertical Control for Construction
- Well Permitting
- Wetland Drawdown Analysis
- Wetland Permitting

ENGLAND - THIMS & MILLER, INC.
HOURLY FEE SCHEDULE - 2025

CEO / Chairman / Founder	\$ 475.00 / Hr.
Executive Vice President	\$ 370.00 / Hr.
Principal - Vice President	\$ 305.00 / Hr.
Vice President	\$ 295.00 / Hr.
Senior Advisor	\$ 325.00 / Hr.
Senior Engineer / Senior Project Manager	\$ 255.00 / Hr.
Project Manager / Construction Project Manager	\$ 225.00 / Hr.
Director	\$ 210.00 / Hr.
Engineer	\$ 190.00 / Hr.
Assistant Project Manager	\$ 165.00 / Hr.
Senior Planner / Planning Manager	\$ 225.00 / Hr.
Senior Environmental Scientist	\$ 240.00 / Hr.
Planner	\$ 170.00 / Hr.
CEI Senior Project Engineer	\$ 320.00 / Hr.
Senior Construction Representative	\$ 205.00 / Hr.
Construction Representative	\$ 180.00 / Hr.
CEI Inspector	\$ 140.00 / Hr.
Senior Landscape Architect	\$ 215.00 / Hr.
Landscape Architect	\$ 190.00 / Hr.
GIS Director	\$ 205.00 / Hr.
GIS Solutions / Engineer / Manager	\$ 185.00 / Hr.
GIS Analyst	\$ 155.00 / Hr.
GIS Consultant	\$ 165.00 / Hr.
GIS Specialist	\$ 150.00 / Hr.
Senior Engineering Designer	\$ 170.00 / Hr.
Senior Landscape Designer	\$ 170.00 / Hr.
Engineering / Landscape Designer	\$ 155.00 / Hr.
Engineering Intern	\$ 150.00 / Hr.
CADD / GIS Technician	\$ 145.00 / Hr.
Project Coordinator / CSS	\$ 120.00 / Hr.
Administrative Support	\$ 110.00 / Hr.

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

Revised December 27, 2025

GENERAL CONDITIONS

I. CONTRACT TIME - The Contract Date is the date this Agreement is fully executed by both parties. England, Thims & Miller, Inc.'s ("ETM") hourly rates will be adjusted on January 1 of each year.

II. PAYMENT TERMS, TERMINATION AND SUSPENSION – ETM shall issue Client monthly invoices. For Lump Sum work, the invoice shall reflect the percentage complete for each contract task item. For hourly services, the invoice shall reflect the hours worked multiplied by the standard hourly billing rates, as shown in Attachment A and incorporated herein by reference.

- a. **Timing of Payment and Finance Charges** - Payment is due upon Client's receipt of ETM's invoice ("Invoice Date"). If payment is not received by ETM within thirty (30) days of the Invoice Date, Client agrees to pay ETM a Finance Charge of one and one-half percent (1.5%) per month on the amount past due. If one and one-half (1.5%) percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. If payment is not received within thirty (30) days from the Invoice Date, ETM reserves the right to suspend all work on the Project until all payments due are received, including the Finance Charge.
- b. **Failure to Pay** - If Client fails to make payments to ETM within sixty (60) days of the Invoice Date, which are not subject to a good faith dispute, such failure shall be considered substantial nonperformance and cause for Termination by ETM or, at ETM's option, cause for suspension of performance of Services under this Agreement. If ETM elects to suspend Services, ETM shall give ten (10) days' written notice to Client before suspending Services. Unless payments of all undisputed overdue amounts are received by ETM within the following ten (10) days after notice is received, such suspension shall take effect on the tenth (10th) day thereafter. In the event of a suspension of Services, ETM shall have no liability to Client for delay or damage caused by the Client because of such suspension of Services. Before resuming Services, the Client shall pay ETM all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of ETM's Services.
- c. **Retainage** - If ETM requires a Retainer Fee, the Retainer Fee will be returned to the Client thirty (30) days after receipt of payment in full by ETM on all invoices. Should the Client default on payment or if there is an outstanding balance on the Client's account, after the final invoice has been paid, the Retainer Fee will be used to pay the remaining invoice balance and any Finance Charge. Any remaining balance of the Retainer Fee will be returned to the Client once all of ETM's expenses have been paid in full.
- d. **Termination for Convenience** - Client may terminate this Agreement for Convenience and without cause upon not less than thirty (30) days written notice. If Client Terminates this Agreement for Convenience, Client shall pay ETM for all Services performed prior to Termination and Reimbursable Expenses incurred but such compensation shall not include lost profits.
- e. **Termination for Cause** - Client may terminate this Agreement for Cause within ten (10) days after the later of the following: (i) the event giving rise to the default, or (ii) the date on which Client became aware of the event giving rise to the default. Client must provide written notice stating the basis for the default. If ETM cures the default within ten (10) days after receipt of notice of the default from Client, then Client shall not be entitled to terminate this Agreement for Cause as a result of such default.
- f. **Suspension** - If Client suspends the Project for more than thirty (30) consecutive days, ETM shall be compensated for Services performed prior to Notice of such suspension. When the Project is resumed, ETM shall be compensated for all reasonable expenses incurred in the interruption and resumption of ETM's Services. If client suspends the Project for more than ninety (90) consecutive days for convenience, ETM may terminate this Agreement by providing ten (10) days' written notice. If Client suspends the Project for more than one hundred and eighty (180) consecutive days, ETM reserves the right to adjust its fees for the remaining Services.

III. CHANGES TO THE WORK - Any change to the Work under the Agreement shall be in writing and executed by both parties.

IV. SALES TAX - Client shall pay any applicable state sales tax in the manner and in the amount as required by law.

V. 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.

VI. STANDARD OF CARE AND WARRANTY - ETM shall perform its Work in a manner as is ordinarily exercised under similar conditions and like circumstances by persons employed in the same or similar professions in the State in which the Project is located ("Standard of Care").

ETM by training and experience, does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the Standard of Care defined above.

No other warranty, expressed or implied, is made or intended.

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

VIII. SAFETY – To the extent ETM provides periodic observations or monitoring services on the Project under this Agreement, Client agrees 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 will 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.

IX. CONTRACT ADMINISTRATION - Client agrees ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations as appropriate to the construction stage shall be performed.

Under no circumstances shall ETM assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction. Client understands that field services provided by ETM will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "review" are used to mean periodic observation of the work by ETM to verify

substantial compliance with the plans, specifications, and design concepts reviewed.

To the extent "Continuous Inspections" are required by ETM under this Agreement, that does not mean that ETM is observing placement of all materials or ensuring compliance with all building codes or industry standards.

To the extent "Full-time Inspections" are required by ETM under this Agreement, 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.

X. COST OPINIONS - Any cost opinions or Project economic evaluations provided by ETM will be on the basis of experience and judgment, but as ETM 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.

XI. INSURANCE – ETM maintains the following Insurance in conformance with applicable state law:

- a. Workers' Compensation Insurance with the following limits: \$1MM
- b. Comprehensive General Liability Insurance with the following limits: \$2MM
- c. Automobile Liability Insurance with the following limits: \$1MM
- d. Professional Liability Insurance with the following limits: \$10MM/\$15MM
- e. Umbrella Insurance with the following limits: \$20MM

A certificate of insurance can be supplied to Client evidencing such coverage upon request.

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.

XII. 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.

XIII. GOVERNING LAW, VENUE AND JURISDICTION - This Agreement shall be governed in all respects by the laws of the State of Florida, without regard to any conflicts of law principles. Venue for legal proceedings shall lie in the 4th Judicial Circuit in and for Jacksonville, Duval County, Florida, or the US District Court for the Northern District of Florida, Jacksonville, without regard to any forum *non conveniens* principles and the parties' consent to the personal jurisdiction of the Florida state courts.

XIV. INDEMNIFICATION - In addition to, 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 officers, directors, partners, employees, agents and sub-consultants, from and against any damages, liabilities or costs, including reasonable attorneys' fees, arising out of or in any way connected with this Agreement caused or alleged to have been caused by Client and its officers, directors, partners, employees, agents, contractors and subcontractors.

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

XV. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES – In no event shall either party under this Agreement be liable to the other party for delay, punitive, speculative, consequential or special damages of any kind.

XVI. CERTIFICATE OF MERIT AND NOTICE AND OPPORTUNITY TO CURE – Client shall make no claim (whether directly or in the form of a third-party claim) against ETM unless Client has first provided ETM with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every error or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a condition precedent to the initiation of any judicial proceeding by Client and shall be provided to ETM within ninety (90) days prior to the initiation of such judicial proceedings to allow ETM to inspect and cure the alleged errors or omissions. [FOR FLORIDA PROJECTS ONLY] ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

XVII. LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability of ETM and its officers, directors, partners, employees, agents and sub-consultants, to the Client or anyone claiming by, through or under the Client, 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: negligence; violation of the Standard of Care; strict liability; breach of contract; breach of warranty, express or implied; or violation of building code 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 \$500,000.00 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.

XVIII. DISPUTE RESOLUTION – Any claim, dispute or matter in question arising out of or relating to this Agreement, shall be subject to mediation as a condition precedent to binding dispute resolution. The cost of a third-party mediator will be shared equally by the parties.

If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be litigated in a court of competent jurisdiction. In the event of litigation, each party shall bear its own attorneys' fees and costs.

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

XX. 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.

XXI. ASSIGNABILITY - Client and ETM, respectively bind themselves, their agents, successors and assigns to this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other party.

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

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

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

Sincerely,

England-Thims & Miller, Inc.



Daniel Welch, P.E.
Principal Vice President / Shareholder

Accepted this _____ day

of _____, 2026

By: _____
(Name/Title)

For: _____
(Company)

TAB 14

RESOLUTION 2026-02

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

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

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

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

1. **GENERAL ELECTION SEATS.** Seat 4, currently held by Shane Ricci, and Seat 5, currently held by Anthony Sharp, are scheduled for the General Election beginning in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

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

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

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

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

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

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

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

PASSED AND ADOPTED this 10th day of March, 2026.

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT A

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

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Cross Creek North Community Development District (“District”) will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Clay County Supervisor of Elections located at 500 N. Orange Avenue, Green Cove Springs, Florida 32043; Ph: (904) 269-6350. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Clay County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Cross Creek North Community Development District has two (2) seats up for election, specifically seats 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

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

Publish on or before June 22, 2026