

Cross Creek Community Development District

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www.crosscreekcdd.org

The meeting of the Board of Supervisors of the **Cross Creek Community Development District** will be held **Tuesday, August 30, 2022, at 11:00 a.m. at Holiday Inn Sarasota-Airport 8009 15th Street East, Sarasota, FL 34243**. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 792 560 599 #

Join from the meeting link

<https://pfmgroupp.webex.com/join/ripollv>

NOTE: If you are calling into the meeting by phone or WebEx, please MUTE your line!

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
 - Roll Call
 - Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board limited 2 minutes]*
1. Consideration of the Minutes of the May 24, 2022, Board of Supervisors' Meeting
 2. Consideration of the Minutes of the July 26, 2022, Board of Supervisors' Meeting
 3. Consideration of the Minutes of the August 12, 2022, Special Board of Supervisors' Meeting

Business Matters

4. Review & Acceptance of Fiscal Year 2021 Audit Report
5. Public Hearing on the Adoption of the District's Annual Budget & Imposition of Special Assessment
 - a) Public Comments and Testimony
 - b) Board Comments
 - c) Consideration of Resolution 2022-07, Adopting the Fiscal Year 2023 Budget and Appropriating Funds
6. Public Hearing on the Imposition of Special Assessments
 - a) Public Comments and Testimony
 - b) Board Comments
 - c) Consideration of Resolution 2022-08, Imposing Special Assessments and Certifying an Assessment Roll
7. Consideration of Resolution 2022-09, Adopting the Annual Meeting Schedule for Fiscal Year 2022-2023
8. Discussion of Landscape Contracts



9. Ratification of Payment Authorizations 155 - 167
10. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Supervisor Requests
- Audience Comments

Adjournment



**Cross Creek
Community Development District**

Consideration of the Minutes of the May 24,
2022, Board of Supervisors' Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING

Tuesday, May 24, 2022

8:00 A.M.

Holiday Inn Sarasota-Airport 8009 15th Street East, Sarasota, FL 34243

Board Members Present were:

Charlie Tokarz	Chairperson
Connor Chambers	Vice Chairperson
Kathy Beccia	Assistant Secretary

Also present were:

Venessa Ripoll	Assistant DM - PFM Group Consulting, LLC	
Amy Champagne	PFM Group Consulting, LLC	(via phone)
Andy Cohen	District Counsel- Persson Cohen & Mooney, P.A.	
Chris Chavez	Medallion Home	
Charlie McKinnies	Medallion Home	
Tabitha Callis	Medallion Home	
Rob Bosarge	Medallion Home	

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Ripoll called the meeting to order at 8:00 a.m. and confirmed quorum.

Public Comment Period

There were no public comments.

Consideration of the Minutes of the November 23, 2021 Board of Supervisors' Meeting

The Board reviewed the Minutes from the November 23, 2021 Board of Supervisors Meeting.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of the Cross Creek Community Development District approved the Minutes of the November 23, 2021 Board of Supervisors Meeting.

SECOND ORDER OF BUSINESS

Business Matters

Consideration of Resolution 2022-04, Approving a Preliminary Budget for Fiscal Year 2023 and Setting a Public Hearing Date [Suggested Hearing Date of August 23, 2022]

Ms. Ripoll stated that the meeting will take place at 11:00 a.m.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of the Cross Creek Community Development District approved the Preliminary Budget for Fiscal Year 2023 and Setting a Public Hearing Date for August 23, 2022 at 11:00 a.m. at Holiday Inn Sarasota-Airport 8009 15th Street East Sarasota, FL 34243

Letter from Supervisor of Elections, Manatee County

Ms. Ripoll stated that there were 451 registered voters as of April 21, 2022.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Cross Creek Community Development District approved the Letter from Supervisor of Elections, Manatee County.

Consideration of Resolution 2022-05, Designating Board Member Seats for the Upcoming General Election

Ms. Ripoll explained that the General Election will take place from June 13, 2022 at 12:00 p.m. to June 17, 2022 at 12:00 p.m. Seats 1 & 2 will be up for the General Election.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of the Cross Creek Community Development District approved Resolution 2022-05, Designating Board Member Seats for the Upcoming General Election.

Consideration of Resolution 2022-06, Designating a Date, Time and Location for the 2022 Landowners' Meeting [Suggested Date of November 8, 2022]

Ms. Ripoll suggested a motion to approve the suggested date of November 8, 2022.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Cross Creek Community Development District approved Resolution 2022-06, Designating a Date, Time and Location for the 2022 Landowners' Meeting on November 8, 2022 at 11:00 a.m. at Cross Creek CDD

Consideration of the Stormwater Needs Analysis Report [under separate cover]

Ms. Ripoll stated that they are still looking for an engineer to complete this report.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Cross Creek Community Development District approved the Stormwater Needs Analysis Report when completed by June 30, 2022.

Review and Consideration of Persson, Cohen & Mooney, P.A, CPI Attorney Fees Letter

Ms. Ripoll suggested a motion to approve the letter.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Cross Creek Community Development District approved the Persson, Cohen & Mooney, P.A, CPI Attorney Fees Letter.

Ratification of Termination letter for KBR Pool Services, LLC

Ms. Ripoll suggested a motion to ratify the termination letter.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board of Cross Creek Community Development District ratified the Termination letter for KBR Pool Services, LLC.

**Ratification of the of S&G Pools,
LLC Pool Cleaning Contract**

Ms. Ripoll suggested a motion to ratify the contract.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board ratified the S&G Pools, LLC Pool Cleaning Contract.

**Review and Consideration of the
Proposed Easement Agreement**

Ms. Ripoll suggested a motion to approve the agreement.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved the Proposed Easement Agreement.

**Motion to Authorize Execution of
Quit Claim Deed from CDD to
remove Sliver of tracts V and C-1
for the Cross Creek Phase 1D, 1E,
& 1F Plat**

Ms. Ripoll suggested a motion to authorize the execution.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board authorized the Execution of Quit Claim Deed from CDD to remove Sliver of tracts V and C-1 for the Cross Creek Phase 1D, 1E, & 1F Plat.

**Motion to Authorization for
Chairman to Execute Plat for
Cross Creek Phase 1D, 1E, & 1F**

Ms. Ripoll suggested a motion to authorize the Chairman to execute the Plat

On MOTION by Mr. Chambers, seconded by Ms. Beccia, with all in favor, the Board authorized the Chairman to Execute Plat for Cross Creek Phase 1D, 1E, & 1F.

Review and Consideration of the Brightview Increase Letter

Ms. Ripoll suggested a motion to approve the letter.

On MOTION by Mr. Chambers, seconded by Ms. Beccia, with all in favor, the Board approved the Brightview Increase Letter.

Ratification of Payment Authorizations 132 - 154

Ms. Ripoll suggested a motion to ratify the payment authorizations.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board ratified the Payment Authorizations 132 - 154.

Review of District Financial Statements

Ms. Ripoll explained the Financial Statements are through March 31, 2022. There was no action required by the Board.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- No report.

District Engineer- Not present.

District Manager- Ms. Ripoll noted that the next meeting will be held on June 28, 2022.

FOURTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor Requests.

There were no Audience Comments.

FIFTH ORDER OF BUSINESS

Adjournment

There was no other business to discuss. Ms. Ripoll requested a motion to adjourn the meeting.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board adjourned the May 24, 2022 Board of Supervisors Meeting for Cross Creek Community Development District at 8:59 a.m.

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

Cross Creek Community Development District

Considerations of the Minutes of the July 26,
2022, Board of Supervisors Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING

Tuesday, July 26, 2022

11:00 A.M.

Holiday Inn Sarasota-Airport 8009 15th Street East, Sarasota, FL 34243

Board Members Present were:

Charles Tokarz
Connor Chambers
Kathy Beccia

Chairperson
Vice Chairperson
Assistant Secretary

Also present were:

Venessa Ripoll
Vivian Carvalho
Andy Cohen
Charlie McKinnies
Rob Bosarge
Gabby Baca

PFM
PFM (via phone)
Perrson, Cohen and Mooney (via phone)
Medallion Homes
Medallion Homes
Medallion Homes

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Ripoll called the meeting to order at 11:01 a.m. and confirmed quorum.

Public Comment Period

Ms. Ripoll called for public comments. There were no public comments.

SECOND ORDER OF BUSINESS

Business Matters

Review and Consideration of Landscape Maintenance Agreements

Mr. Cohen explained that the District was approached by Medallion Homes as part of the work they are doing in the community and told that they wanted to place enhanced landscaping and related infrastructure on tracks owned by the District. He proposed that they prepare a licensed agreement, to be executed by the parties involved, that would allow for the placement of the landscaping and infrastructure, memorialize that the maintenance would be the responsibility of the Homeowner's Association, and indemnify the District for any damages to the property. Mr. Cohen explained that the agreement is still being worked on and so requested that the Chair be

granted authority to execute two agreements, as there are two Homeowner's Associations, subject to District staff approval.

Mr. Bosarge mentioned that the total cost of the proposed landscaping and infrastructure is of the Developer, and that the Homeowner's Associations will be responsible for maintaining it in perpetuity, creating no additional burden or responsibility for the District.

Mr. Tokarz asked Mr. Cohen if he believes that the agreement is tight enough that the Homeowner's Associations will be held to the terms. Mr. Cohen responded that he does believe the agreement will hold the Homeowner's Associations to their obligations, but that once the agreement is in its final form Mr. Tokarz is welcome to review it and provide additional comments.

Mr. Cohen stated the current language of the agreement, noting that it does put the responsibility of maintaining the landscaping and infrastructure on the Homeowner's Associations. He requested a motion to authorize the Chair to execute the two license agreements outside of a meeting, subject to District staff approval.

On MOTION by Mr. Chambers, seconded by Ms. Beccia, with all in favor, the Board of Supervisors for the Cross Creek Community Development District authorized the Chair to execute two license landscape maintenance agreements, outside of a meeting, subject to District staff approval.

Discussion of New Tree Buffer for Phase B & C Lots and Creekside Park Drive

Mr. Bosarge noted that this item was previously presented to the Board regarding Red Cedar trees that had died and needed to be replaced. The Developer reached out to Juniper Landscaping and in the interest of saving the District money, asked them to provide a proposal to do the replacements at the same time as the landscape work that was just approved. The total proposed cost of the tree removal and replacement is \$44,400.00, for the removal and replacement of 55 Red Cedar Trees.

The Board discussed how much is currently available in the budget and whether the proposed tree replacement is within budget for the current fiscal year. Mr. Bosarge noted that Juniper will be installing landscaping for 90 days starting 30 days from today, so they would not be done with the work for 120 days. The Board could authorize the proposed tree replacement to occur in October, with the bill being presented in November and the District making the payment in December, to push it into the next fiscal year.

Ms. Champagne noted that as of the June 30, 2022, there are \$35,000.00 left in the landscape improvement budget line item.

The Board discussed the trees and why they died. An audience member commented that the trees have been dead for some time.

Mr. Bosarge noted that the proposal is only good for 30 days and suggested that Medallion Homes go back to Juniper and ask them to guarantee their prices through October 1, 2022, and that they add to the agreement that work will not begin prior to October 1, 2022.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Supervisors for the Cross Creek Community Development District approved the proposal from Juniper as discussed pending approval of the Board's terms.

**Review and Consideration of Resolution
2022-07, Rescheduling the Public Hearing
Date for the Preliminary Budget for Fiscal
Year 2023 from August 23, 2022, to
August 30, 2022**

Mr. Cohen noted that after the Public Hearing date was set, staff learned that the location was not available and so are looking to switch the date to fit the availability of the location. He noted that the notices will all reflect the new date.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board of Supervisors for the Cross Creek Community District approved Resolution 2022-07, Rescheduling the Public Hearing date for the Preliminary Budget for Fiscal Year 2023 from August 23, 2022, to August 30, 2022.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel –	No report.
District Engineer –	Mr. Cohen noted that the District was able to contract an engineer to perform the Stormwater Needs Analysis required by new legislation to be submitted by June 30, 2022.
District Manager –	Ms. Ripoll noted that the next meeting is scheduled for August 30, 2022, at 11:00 a.m., where the Budget Public Hearing will be held.

Supervisor Requests

Mr. Chambers noted the benefit to the District regarding the first item discussed.

Audience Comments

An audience member asked about an item discussed at a previous meeting regarding a piece of land that was being deeded to another party, and whether it could be sold.

Mr. Bosarge noted that because of the location of the land, the District would not have had access to it, and so deeding it away, the District relieved itself of additional responsibility.

FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Beccia, seconded by Mr. Chambers, with all in favor, the July 26, 2022, Meeting of the Board of Supervisors for the Cross Creek Community Development District was adjourned at 11:24 a.m.

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

**Cross Creek
Community Development District**

Consideration of the Minutes of the August 12,
2022, Special Board of Supervisors' Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT SPECIAL BOARD OF SUPERVISORS MEETING

Friday, August 12, 2022

9:00 A.M.

Holiday Inn Sarasota-Airport 8009 15th Street East, Sarasota, FL 34243

Board Members Present were:

Charlie Tokarz
Connor Chambers
Kathy Beccia

Chairperson
Vice Chairperson
Assistant Secretary

Also present were:

Vivian Carvalho	PFM Group Consulting LLC (via phone)
Venessa Ripoll	District Manager - PFM Group Consulting LLC (via phone)
Jorge Orsini	Assistant District Manager- PFM Group Consulting LLC (via phone)
Amy Champagne	PFM Group Consulting LLC (via phone)
Andy Cohen	District Counsel- Persson Cohen & Mooney, P.A.
Charlie McKinnies	Medallion Home
Rob Bosarge	Medallion Home

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Carvalho called the meeting to order at 9:13 a.m. and confirmed quorum.

Public Comment Period

Ms. Peterson questioned since this parcel of land is currently maintained by CDD funds, now that the land is sold how will these expenses be taken care of.

Mr. Jones questioned how the Board came up with the evaluation that .0661 acres is value at \$10.00. He also asked how many people on the Board are employed by Medallion Home. It was confirmed by Ms. Carvalho that two Board members are employed by Medallion Home.

Mr. Ivy stated he thinks it would be beneficial if the Board would recommend the Developer and Davis Construction pay retail value for the property to offset the current homeowner CDD increase, which would be feasible for everyone in the community. He also stated that it would only be fair for Davis Construction to pay retail, or they can help beautify the subdivision and bring it up to the neighborhood standards.

Ms. Myers recommended that Davis Construction pay market value. She stated that an acre is going for around \$150,000.00, so she isn't sure how the Board came up with \$10

per acre. She also mentioned if Davis Construction would pay market value that the money could go toward making a better community.

Mr. Starlz questioned was what the current number of properties in the CDD at is this point in time. He stated that he agrees Davis Construction should pay market value or it should be in the vicinity of \$5,000 or \$10,000 minimum.

Mr. Cohen stated the CDD is not conveying any property. He explained the District is retaining ownership of the property, and simply granting an easement for this owner to access the property but not giving up ownership to any property. He further explained that the \$10.00 amount is something that attorneys use when they draw up documents as a marker for consideration to make a valid transaction. He stated the property will not be sold for \$10.00.

Ms. Litwin stated she is very confused, and she doesn't understand where decisions are made when they are supposed to be made in open Board meetings. She stated granting this easement access doesn't benefit the residents of Cross Creek. She also stated there has to be some kind of monetary value on this easement. She also questioned did the residents of the CDD pay the meeting rental for this meeting as well as the cost of the advertising for this special meeting.

Ms. Carvalho stated all of the public comments have been taken into consideration. She also stated a list of questions will be answered now or at the end of the meeting by the Developer and District Staff.

Ms. Bursleson commented she didn't hear anyone answer Ms. Litwin's questions. She asked could those questions be answered. Mr. Bosarge stated he will be answering questions during the presentation.

SECOND ORDER OF BUSINESS

Business Matters

Consideration of Access Easement Agreement

Mr. Cohen stated this document was proposed to the CDD and requires signature from the CDD Board representative. He explained the document was sent by the developer's counsel and prepared accordingly. Mr. Cohen mentioned after getting the first version he gave his comment, and concerns that he wanted to address on behalf of the CDD. He explained that the concerns were that, all of the work was going to be at the total cost of Davis, and indemnification provision added to the CDD sustained any damages for granting this easement, an attorney fee provision added to the easement to the extent that the parties did not perform as required by the CDD that action would cover the attorney fees, also a provision that would be responsible for any damages done to the CDD property and that no liens would be placed, and lastly there would be no waiver of any sovereign immunity protections that the CDD as a public entity enjoyed. He stated the

version presented before the Board has the provisions that he was comfortable with, and it's the Board's decision to decide whether to grant this easement or not. He also mentioned for the record the property will have apartment units built on it and he made a note that the next thing he will be doing is getting in touch with the District Assessment Consultants to make sure that they pay their fair share into the CDD.

Mr. Bosarge stated he has worked very closely with Davis Construction to provide an adequate landscape buffer that will be on their property. He explained that the purpose of this easement is the curb cut that is in the median of Cross Creek Blvd. Mr. Chambers pointed out that there was already an easement, but it did not align properly for the entrances. This easement will correct the alignment.

On MOTION by Mr. Tokarz, seconded by Ms. Beccia, with all in favor, the Board approved the Consideration of Access Easement Agreement.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- Mr. Cohen stated the document was in legal form and he thought that it would be appropriate to protect the District, but the decision is up to the Board.

District Engineer- Not present.

District Manager- Ms. Carvalho noted that the next meeting will be held on August 30, 2022.

FOURTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were comments made from Ms. Lianna Litwin that discussed her displeasure with how the community looks, especially with Brightview's service concerning the landscaping.

Ms. Kathy Domnerz had some comments made about preventative maintenance and security cameras. She also suggested updating the website concerning COVID listings.

Ms. Terri Peterson spoke and wanted to bring attention to the dead trees along the Creekside and was hoping they could be removed within the next 2-3 weeks.

FIFTH ORDER OF BUSINESS

Adjournment

There was no other business to discuss. Ms. Carvalho requested a motion to adjourn the meeting.

On MOTION by Ms. Beccia, seconded by Mr. Chambers, with all in favor, the Board adjourned the August 12, 2022, Special Board of Supervisors Meeting for Cross Creek Community Development District at 9:51 a.m.

Secretary/Assistant Secretary

Chairperson/ Vice Chairperson

**Cross Creek
Community Development District**

Review & Acceptance of Fiscal Year
2021 Audit Report

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2021**

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Cross Creek Community Development District
Manatee County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Cross Creek Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2021, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) is not a required part of the basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 6, 2022, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 6, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Cross Creek Community Development District, Manatee County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2021. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$4,244,585.
- The change in the District's total net position in comparison with the prior fiscal year was \$3,149,912, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2021, the District's governmental funds reported a combined ending fund balance of \$360,550, a decrease of (\$253,924) in comparison with the prior fiscal year. The fund balance is non-spendable for prepaid items, restricted for debt service and capital projects, and the remainder is unassigned deficit fund balance in the general fund.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment and Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and capital projects fund, which are all considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2021	2020
Current and other assets	\$ 395,519	\$ 654,647
Capital assets, net of depreciation	7,138,952	7,541,704
Total assets	7,534,471	8,196,351
Current liabilities	109,386	215,678
Long-term liabilities	3,180,500	6,886,000
Total liabilities	3,289,886	7,101,678
Net Position		
Net investment in capital assets	3,959,347	656,598
Restricted	287,793	461,370
Unrestricted	(2,555)	(23,295)
Total net position	\$ 4,244,585	\$ 1,094,673

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2021	2020
Revenues:		
Program revenues		
Charges for services	\$ 4,064,987	\$ 2,700,224
Operating grants and contributions	26	50,461
Capital grants and contributions	-	5
General revenues	3,616	-
Total revenues	4,068,629	2,750,690
Expenses:		
General government	87,846	122,625
Maintenance and operations	621,431	545,391
Interest	209,440	442,029
Loan costs	-	1,619
Total expenses	918,717	1,111,664
Change in net position	3,149,912	1,639,026
Net position - beginning	1,094,673	(544,353)
Net position - ending	\$ 4,244,585	\$ 1,094,673

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2021 was \$918,717. The costs of the District's activities were primarily funded by program revenues. Program revenues, comprised of assessments, increased during the current fiscal year as a result of an increase in prepayment revenue. In total, expenses, including depreciation, decreased from the prior fiscal year, the majority of the decrease was the result of a decrease in interest expense. Based on the amortization schedule of the Bonds, as the balance outstanding of the Bonds decreases over time, the portion of each debt service payment allocated to principal increases accordingly thereby decreasing the amount allocated to interest.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2021 was amended to reallocate appropriations. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2021, the District had \$9,151,040 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$2,012,088 has been taken, which resulted in a net book value of \$7,138,952. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2021, the District had \$3,160,000 in Bonds outstanding and \$20,500 in a commercial loan outstanding. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICTS FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Cross Creek Community Development District's Finance Department at 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817.

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2021**

	Governmental Activities
ASSETS	
Cash	\$ 63,080
Accrued interest receivable	2
Assessments receivable	7,987
Prepays	1,347
Restricted assets:	
Investments	323,103
Capital assets	
Nondepreciable	1,096,000
Depreciable, net	6,042,952
Total assets	<u>7,534,471</u>
LIABILITIES	
Accounts payable	34,969
Accrued interest payable	74,417
Non-current liabilities:	
Due within one year	140,000
Due in more than one year	3,040,500
Total liabilities	<u>3,289,886</u>
NET POSITION	
Net investment in capital assets	3,959,347
Restricted for debt service	287,793
Unrestricted	(2,555)
Total net position	<u>\$ 4,244,585</u>

See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	
Primary government:					
Governmental activities:					
General government	\$ 87,846	\$ 345,441	\$ -	\$ -	\$ 257,595
Maintenance and operations	621,431	-	-	-	(621,431)
Interest on long-term debt	209,440	3,719,546	26	-	3,510,132
Total governmental activities	918,717	4,064,987	26	-	3,146,296
General revenues:					
Miscellaneous					3,616
Total general revenues					3,616
Change in net position					3,149,912
Net position - beginning					1,094,673
Net position - ending					<u>\$ 4,244,585</u>

See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 63,080	\$ -	\$ -	\$ 63,080
Investments	-	322,208	895	323,103
Due from other funds	-	40,000	-	40,000
Assessments receivable	7,987	-	-	7,987
Accrued interest receivable	-	2	-	2
Prepaid items	1,347	-	-	1,347
Total assets	<u>\$ 72,414</u>	<u>\$ 362,210</u>	<u>\$ 895</u>	<u>\$ 435,519</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 34,969	\$ -	\$ -	\$ 34,969
Due to other funds	40,000	-	-	40,000
Total liabilities	<u>74,969</u>	<u>-</u>	<u>-</u>	<u>74,969</u>
Fund balances:				
Nonspendable:				
Prepaid items	1,347	-	-	1,347
Restricted for:				
Debt service	-	362,210	-	362,210
Capital projects	-	-	895	895
Unassigned	(3,902)	-	-	(3,902)
Total fund balances	<u>(2,555)</u>	<u>362,210</u>	<u>895</u>	<u>360,550</u>
Total liabilities and fund balances	<u>\$ 72,414</u>	<u>\$ 362,210</u>	<u>\$ 895</u>	<u>\$ 435,519</u>

See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2021**

Amounts reported for governmental activities in the statement of net position are different because:

Fund balances - governmental funds	\$	360,550
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Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the assets of the government as a whole.

Cost of capital assets	9,151,040	
Accumulated depreciation	<u>(2,012,088)</u>	7,138,952

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements.

Accrued interest payable	(74,417)	
Commercial loan payable	(20,500)	
Bonds payable	<u>(3,160,000)</u>	<u>(3,254,917)</u>

Net position of governmental activities	\$	<u><u>4,244,585</u></u>
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See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Assessments	\$ 345,441	\$ 3,719,546	\$ -	\$ 4,064,987
Interest	-	26	-	26
Miscellaneous revenue	3,616	-	-	3,616
Total revenues	349,057	3,719,572	-	4,068,629
EXPENDITURES				
Current:				
General government	82,846	5,000	-	87,846
Maintenance and operations	218,679	-	-	218,679
Debt Service:				
Principal	20,500	3,685,000	-	3,705,500
Interest	1,292	309,236	-	310,528
Total expenditures	323,317	3,999,236	-	4,322,553
Excess (deficiency) of revenues over (under) expenditures	25,740	(279,664)	-	(253,924)
OTHER FINANCING SOURCES				
Transfer in (out)	(5,000)	4,999	1	-
Total other financing sources	(5,000)	4,999	1	-
Net change in fund balances	20,740	(274,665)	1	(253,924)
Fund balances - beginning	(23,295)	636,875	894	614,474
Fund balances - ending	\$ (2,555)	\$ 362,210	\$ 895	\$ 360,550

See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

Net change in fund balances - total governmental funds	\$ (253,924)
Amounts reported for governmental activities in the statement of activities are different because:	
Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(402,752)
Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	3,705,500
The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements.	<u>101,088</u>
Change in net position of governmental activities	<u><u>\$ 3,149,912</u></u>

See notes to the financial statements

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Cross Creek Community Development District ("the District") was created on January 24, 2006 pursuant to Ordinance 06-21 enacted by the Board of County Commissioners of the Manatee County, Florida, under the "Uniform Community Development District Act of 1980", otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

In fiscal year 2022, the District's boundaries were contracted by removing approximately 112.738 acres.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2021, four of the Board members are affiliated with Medallion Homes Gulf Coast LC, affiliates of Parrish Land Trust and CC Parrish LLC ("major landowner").

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Infrastructure	20
Amenity center	20

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2021:

	Amortized cost	Maturities	Credit Risk
Fidelity Govt Portfolio CI III		Weighted average of the	
	\$ 44,745	fund portfolio: 38 days	S&P AAAm
First American Government		Weighted average of the	
Obligation Fund CI Y	278,358	fund portfolio: 14 days	S&P AAAm
Total	<u>\$ 323,103</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Interfund receivables and payables at September 30, 2021 were as follows:

	Receivable	Payable
General	\$ -	\$ 40,000
Debt service	40,000	-
Total	<u>\$ 40,000</u>	<u>\$ 40,000</u>

The outstanding balances between funds result primarily from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made. In the case of the District, the balances between the general fund and the debt service fund relate to assessments collected in the general fund that have not yet been transferred to the debt service fund.

Interfund transfers for the fiscal year ended September 30, 2021 were as follows:

	Transfer in	Transfer out
General	\$ -	\$ 5,000
Debt service	4,999	-
Capital projects	1	-
Total	<u>\$ 5,000</u>	<u>\$ 5,000</u>

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers were made from the general fund to debt service fund and capital projects fund.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2021 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land and land improvements	\$ 1,096,000	\$ -	\$ -	\$ 1,096,000
Total capital assets, not being depreciated	1,096,000	-	-	1,096,000
Capital assets, being depreciated				
Infrastructure	3,973,217	-	-	3,973,217
Amenity center	4,081,823	-	-	4,081,823
Total capital assets, being depreciated	8,055,040	-	-	8,055,040
Less accumulated depreciation for:				
Infrastructure	792,972	198,661	-	991,633
Amenity center	816,364	204,091	-	1,020,455
Total accumulated depreciation	1,609,336	402,752	-	2,012,088
Total capital assets, being depreciated, net	6,445,704	(402,752)	-	6,042,952
Governmental activities capital assets	\$ 7,541,704	\$ (402,752)	\$ -	\$ 7,138,952

Depreciation expense was charged to the maintenance and operations function.

NOTE 7 - LONG TERM LIABILITIES

Series 2007

During fiscal year 2007, the District issued \$10,105,000 of Special Assessment Revenue Bonds, Series 2007 consisting of \$10,205,000 Term Bonds Series 2007A due on May 1, 2039 with a fixed interest rate of 5.6% and \$28,385,000 Term Bonds Series 2007B due on May 1, 2017 with a fixed interest rate of 5.5%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the 2007A Bonds is to be paid serially commencing May 1, 2009 through May 1, 2039. The Series 2007B Bonds were paid off during the prior fiscal year.

The Series 2007A Bonds are subject to redemption at the option of the District prior to maturity in whole or in part on any interest payment date on or after May 1, 2017. The Series 2007A are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2021.

Series 2016

On December 22, 2016, the District issued \$14,060,000 of Special Assessment Revenue Bonds, Series 2016 which are comprised of \$4,465,000 of the Series 2016A Bonds due May 1, 2037 with a fixed interest rate of 5.6% and \$9,595,000 of the Series 2016B Bonds due November 1, 2021 with a fixed interest rate of 6.75%. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2016A Bonds is to be paid serially commencing May 1, 2017 through May 1, 2037 and principal on the Series 2016B Bonds is to be paid serially commencing November 1, 2017 through November 1, 2021. The Series 2016B Bonds were paid off during fiscal year 2021.

NOTE 7 - LONG TERM LIABILITIES (Continued)

Series 2016 (Continued)

The Bonds were issued to restructure and exchange the defaulted Series 2007A and 2007B Bonds (the "Exchanged Bonds") and pay certain costs associated with the issuance of the Bonds. In the course of the restructuring and exchange, the District exchanged all but \$155,000 of the outstanding Series 2007A Bonds and \$95,000 of the outstanding Series 2007B Bonds. The District used funds on hand from the Series 2007 trust accounts in order to pay off \$2,250,000 of delinquent interest, and the remaining delinquent principal and interest amounts were forgiven. This resulted in a restructuring gain of \$ 6,185,618 being recognized in a prior fiscal year.

The Series 2016 Bonds are subject to redemption at the option of the District prior to maturity. The Series 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the current fiscal year as the District collected assessments from lot closings and prepaid \$245,000 of the Series 2016A Bonds and prepaid \$1,700,000 of the Series 2016B Bonds. See Note 13 - Subsequent Events for additional call amounts subsequent to the fiscal year end.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2021.

Commercial Loan

In April 2020 of the prior fiscal year, the District took out a commercial loan of \$41,000 in order to purchase and install LED poles. The loan has a fixed interest rate of 4% with monthly interest payments due and payable starting May 15, 2020. Equal principal payments of \$20,500 are due on April 30, 2021 and on April 15, 2023.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2021 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2007A	\$ 95,000	\$ -	\$ 5,000	\$ 90,000	\$ 5,000
Series 2016A	3,455,000	-	385,000	3,070,000	135,000
Series 2016B	3,295,000	-	3,295,000	-	-
Commercial loan	41,000	-	20,500	20,500	-
Total	<u>\$ 6,886,000</u>	<u>\$ -</u>	<u>\$ 3,705,500</u>	<u>\$ 3,180,500</u>	<u>\$ 140,000</u>

At September 30, 2021, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2022	\$ 140,000	\$ 176,960	\$ 316,960
2023	145,000	169,940	314,940
2024	175,500	161,478	336,978
2025	165,000	152,320	317,320
2026	175,000	143,080	318,080
2027-2031	1,020,000	558,320	1,578,320
2032-2036	1,345,000	238,280	1,583,280
2037-2039	15,000	1,680	16,680
Total	<u>\$ 3,180,500</u>	<u>\$ 1,602,058</u>	<u>\$ 4,782,558</u>

NOTE 8 – DEFICIT FUND EQUITY

The general fund had a deficit fund balance of (\$2,555) at September 30, 2021. The deficit is expected to be covered by assessments collected in the subsequent fiscal year.

NOTE 9 – RELATED PARTY TRANSACTIONS

The major landowner owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the major landowner.

NOTE 10 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the major landowner, the loss of which could have a material adverse effect on the District's operations.

NOTE 11 - MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 12 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were was a settled claim during the past three years.

NOTE 13 – SUBSEQUENT EVENTS

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$65,000 of the Series 2016A Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final	Amounts	
REVENUES				
Assessments	\$ 347,779	\$ 347,779	\$ 345,441	\$ (2,338)
Miscellaneous revenue	-	-	3,616	3,616
Total revenues	347,779	347,779	349,057	1,278
EXPENDITURES				
Current:				
General government	97,628	102,373	82,846	19,527
Maintenance and operations	250,151	245,406	218,679	26,727
Debt Service:				
Principal	-	-	20,500	(20,500)
Interest	-	-	1,292	(1,292)
Total expenditures	347,779	347,779	323,317	24,462
Excess (deficiency) of revenues over (under) expenditures	-	-	25,740	25,740
OTHER FINANCING SOURCES (USES)				
Transfer in (out)	-	-	(5,000)	(5,000)
Total other financing sources (uses)	-	-	(5,000)	(5,000)
Net change in fund balances	\$ -	\$ -	20,740	\$ 20,740
Fund balance - beginning			(23,295)	
Fund balance - ending			\$ (2,555)	

See notes to required supplementary information

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2021 was amended to reallocate appropriations. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Element	Comments
Number of district employees compensated at 9/30/2021	0
Number of independent contractors compensated in September 2021	4
Employee compensation for FYE 9/30/2021 (paid/accrued)	\$0
Independent contractor compensation for FYE 9/30/2021	\$69,936
Budget variance report	See page 22 of annual financial report
Ad Valorem taxes;	Not applicable
Millage rate FYE 9/30/2021	Not applicable
Ad valorem taxes collected FYE 9/30/2021	Not applicable
Outstanding Bonds:	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2021	Operations and maintenance - \$184.82, 1,623.21
	Debt service - \$1,177.00, 1,388.86, 725.81
Special assessments collected FYE 9/30/2021	\$546,875
Outstanding Bonds:	
Series 2007, due May 1, 2039,	see Note 7 for details
Series 2016, due May 1, 2037,	see Note 7 for details



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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Cross Creek Community Development District
Manatee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Cross Creek Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 6, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 6, 2022



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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Cross Creek Community Development District
Manatee County, Florida

We have examined Cross Creek Community Development District, Manatee County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2021. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Cross Creek Community Development District, Manatee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 6, 2022



Grau & Associates

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Cross Creek Community Development District
Manatee County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Cross Creek Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated June 6, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 6, 2022, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Cross Creek Community Development District, Manatee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Cross Creek Community Development District, Manatee County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 6, 2022

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2020.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2021.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2021.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2021. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

**Cross Creek
Community Development District**

Consideration of Resolution 2022-07,
Adopting the Fiscal Year 2023 Budget
and Appropriating Funds

RESOLUTION 2022-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023 APPROVING A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Cross Creek Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board initially set August 23, 2022, as the date for a public hearing on the Proposed Budget and then later determined that the public hearing location was unavailable; and

WHEREAS, the public hearing was rescheduled for August 30, 2022, and the District caused notice of such public hearing to be given by publication and mailed notice pursuant to applicable provisions of Chapters 190 and 197, *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

Section 1. Budget

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Legends Bay Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$_____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion

TOTAL GENERAL FUND	\$_____
TOTAL DEBT SERVICE FUNDS	\$_____
TOTAL ALL FUNDS	\$_____

*Not inclusive of any collection costs.

Section 3. Budget Amendments

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line-item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line-item appropriations within a fund if the total appropriations of the fund do not

increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 30th DAY OF AUGUST, 2022.

ATTEST:

**CROSS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Assistant Secretary

By: _____
Name: _____
Chair of the Board of Supervisors

Exhibit A: 2022/2023 Budget/ Debt Service

Exhibit A:
2022/2023 Budget

Cross Creek Community Development District
FY 2023 Proposed Preliminary O&M Budget
Exhibit A

	Actual through 07/31/22	Anticipated Aug - Sept	Anticipated FY 2022 Totals	FY 2022 Adopted Budget	FY 2023 Proposed Budget
<u>Revenues</u>					
Assessments	\$ 343,157.12	\$ 34,261.88	\$ 377,419.00	\$ 377,419.00	\$ 416,061.00
Other Income and Financing Sources	0.61	-	-	-	-
Net Revenues	\$ 343,157.73	\$ 34,261.88	\$ 377,419.00	\$ 377,419.00	\$ 416,061.00
<u>General & Administrative Expenses</u>					
Public Officials' Insurance	\$ 2,690.00	\$ -	\$ 2,690.00	\$ 2,860.00	\$ 3,228.00
Trustee Services	5,387.50	-	5,387.50	8,500.00	8,500.00
District Management	25,000.00	5,000.00	30,000.00	30,000.00	30,000.00
Field Management	5,400.00	1,200.00	6,600.00	7,250.00	7,250.00
Engineering	-	83.33	83.33	500.00	500.00
Dissemination Agent	3,000.00	1,000.00	4,000.00	4,000.00	4,000.00
Property Appraiser	-	500.00	500.00	500.00	500.00
District Counsel	5,246.55	1,748.85	6,995.40	8,000.00	8,000.00
Assessment Administration	5,000.00	-	5,000.00	5,000.00	5,000.00
Reamortization Schedule	125.00	125.00	250.00	750.00	500.00
Audit	4,300.00	-	4,300.00	6,500.00	4,400.00
Arbitrage Calculation	-	-	-	500.00	500.00
Travel and Per Diem	-	66.67	66.67	400.00	-
Telephone	-	8.33	8.33	50.00	-
Postage & Shipping	211.03	16.67	227.70	100.00	100.00
Copies	-	4.17	4.17	25.00	25.00
Legal Advertising	274.95	75.00	349.95	450.00	450.00
Office Supplies	-	4.17	4.17	25.00	150.00
Web Site Maintenance	400.00	80.00	480.00	480.00	480.00
Dues, Licenses, and Fees	286.79	-	286.79	175.00	175.00
Principal	10,000.00	-	10,000.00	10,250.00	10,500.00
Interest on Loan	511.36	100.00	611.36	1,200.00	500.00
Total General & Administrative	\$ 67,833.18	\$ 9,912.18	\$ 77,845.36	\$ 87,515.00	\$ 84,758.00
<u>Field Expenses</u>					
Electric	\$ 28,748.42	\$ 10,050.00	\$ 38,798.42	\$ 40,000.00	\$ 38,152.00
Propane	85.53	-	85.53	100.00	100.00
Water	11,458.22	6,000.00	17,458.22	12,000.00	12,000.00
Pool Maintenance	10,571.95	2,000.00	12,571.95	10,000.00	10,000.00
Contingency	14,805.30	2,437.50	17,242.80	14,625.00	11,625.00
Amenity - Dues & Licenses	375.00	-	375.00	375.00	375.00
General Liability Insurance	3,759.00	-	3,759.00	3,800.00	4,271.00
Property Insurance	6,098.00	-	6,098.00	6,500.00	7,318.00
Janitorial / Cleaning	6,464.75	3,335.25	9,800.00	9,800.00	9,800.00
Camera/Monitoring (Envera)	7,001.94	636.54	7,638.48	7,704.00	7,704.00
Lake Maintenance	6,300.00	8,700.00	15,000.00	15,000.00	15,000.00
Landscape Maintenance	99,746.00	9,292.75	109,038.75	107,000.00	110,316.00
Landscape Improvements/Irrigation	15,081.88	34,918.12	50,000.00	50,000.00	35,142.00
Contingency/Property Improvements	15,582.70	2,000.00	17,582.70	12,000.00	68,500.00
Pest Control	960.00	40.00	1,000.00	1,000.00	1,000.00
Total Field Expenses	\$ 227,038.69	\$ 79,410.16	\$ 306,448.85	\$ 289,904.00	\$ 331,303.00
Total General, Administrative Expenses & Field Expense	\$ 294,871.87	\$ 89,322.34	\$ 384,294.21	\$ 377,419.00	\$ 416,061.00
Total Expenses	\$ 294,871.87	\$ 89,322.34	\$ 384,294.21	\$ 377,419.00	\$ 416,061.00
Net Income (Loss)	\$ 48,285.86	\$ (55,060.46)	\$ (6,875.21)	\$ -	\$ -

Cross Creek CDD
Adopted Debt Service Fund Budget
Series 2016A Special Assessment Bonds FY 2023

	<u>Proposed FY 2023 Budget</u>
<u>Revenues:</u>	
Special Assessments	\$70,080
Total Revenues	<u>\$70,080</u>
<u>Expenditures:</u>	
Series 2016A - Interest 11/1/22	\$15,260
Series 2016A - Principal 5/1/23	\$25,000
Series 2016A - Interest 5/1/23	\$15,260
Total Expenditures	<u>\$55,520</u>
Excess Revenues / (Expenditures)	<u>\$14,560</u>
Series 2016A - Interest 11/01/2023	\$14,560.00

**Cross Creek
Community Development District**

Consideration of Resolution 2022-08,
Imposing Special Assessments and
Certifying an Assessment Roll

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; ADOPTING AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cross Creek Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District; and

WHEREAS, the District is located in Manatee County, Florida (“**County**”); and

WHEREAS, the District owns and operates various infrastructure improvements and provides certain services in accordance with Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2022, and ending September 30, 2023 (“**Fiscal Year 2022/2023**”), attached hereto as **Exhibit “A”**, and incorporated as a material part of this Resolution by this reference; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the County tax roll and collected by the County Tax Collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Manatee County Property Appraiser (“**Property Appraiser**”) and Manatee County Tax Collector (“**Tax Collector**”) for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) incorporated as a material part of this Resolution by this reference, and to certify the portion of the Assessment Roll related to certain property (“**Tax Roll Property**”) to the Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in the **Assessment Roll**.

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit “A” and the Assessment Roll** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibit “A” and the Assessment Roll**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. Tax Roll Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibit “A” and the Assessment Roll**.

- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit “A” and the Assessment Roll**. Operations and maintenance assessments directly collected by the District are due according to the following schedule: 25% due no later than October 15, 2022, 25% due no later than January 15, 2023, 25% due no later than April 15, 2023, and 25% due no later than July 15, 2023. Debt service assessments directly collected by the District are due no later than April 15, 2023, and October 15, 2023. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the Tax Collector and shall be collected by the Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 30th day of August 2022.

ATTEST:

**CROSS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2022-2023 Budget/ Debt Service

Cross Creek Community Development District
FY 2023 Proposed Preliminary O&M Budget
Exhibit A

	Actual through 07/31/22	Anticipated Aug - Sept	Anticipated FY 2022 Totals	FY 2022 Adopted Budget	FY 2023 Proposed Budget
<u>Revenues</u>					
Assessments	\$ 343,157.12	\$ 34,261.88	\$ 377,419.00	\$ 377,419.00	\$ 416,061.00
Other Income and Financing Sources	0.61	-	-	-	-
Net Revenues	\$ 343,157.73	\$ 34,261.88	\$ 377,419.00	\$ 377,419.00	\$ 416,061.00
<u>General & Administrative Expenses</u>					
Public Officials' Insurance	\$ 2,690.00	\$ -	\$ 2,690.00	\$ 2,860.00	\$ 3,228.00
Trustee Services	5,387.50	-	5,387.50	8,500.00	8,500.00
District Management	25,000.00	5,000.00	30,000.00	30,000.00	30,000.00
Field Management	5,400.00	1,200.00	6,600.00	7,250.00	7,250.00
Engineering	-	83.33	83.33	500.00	500.00
Dissemination Agent	3,000.00	1,000.00	4,000.00	4,000.00	4,000.00
Property Appraiser	-	500.00	500.00	500.00	500.00
District Counsel	5,246.55	1,748.85	6,995.40	8,000.00	8,000.00
Assessment Administration	5,000.00	-	5,000.00	5,000.00	5,000.00
Reamortization Schedule	125.00	125.00	250.00	750.00	500.00
Audit	4,300.00	-	4,300.00	6,500.00	4,400.00
Arbitrage Calculation	-	-	-	500.00	500.00
Travel and Per Diem	-	66.67	66.67	400.00	-
Telephone	-	8.33	8.33	50.00	-
Postage & Shipping	211.03	16.67	227.70	100.00	100.00
Copies	-	4.17	4.17	25.00	25.00
Legal Advertising	274.95	75.00	349.95	450.00	450.00
Office Supplies	-	4.17	4.17	25.00	150.00
Web Site Maintenance	400.00	80.00	480.00	480.00	480.00
Dues, Licenses, and Fees	286.79	-	286.79	175.00	175.00
Principal	10,000.00	-	10,000.00	10,250.00	10,500.00
Interest on Loan	511.36	100.00	611.36	1,200.00	500.00
Total General & Administrative	\$ 67,833.18	\$ 9,912.18	\$ 77,845.36	\$ 87,515.00	\$ 84,758.00
<u>Field Expenses</u>					
Electric	\$ 28,748.42	\$ 10,050.00	\$ 38,798.42	\$ 40,000.00	\$ 38,152.00
Propane	85.53	-	85.53	100.00	100.00
Water	11,458.22	6,000.00	17,458.22	12,000.00	12,000.00
Pool Maintenance	10,571.95	2,000.00	12,571.95	10,000.00	10,000.00
Contingency	14,805.30	2,437.50	17,242.80	14,625.00	11,625.00
Amenity - Dues & Licenses	375.00	-	375.00	375.00	375.00
General Liability Insurance	3,759.00	-	3,759.00	3,800.00	4,271.00
Property Insurance	6,098.00	-	6,098.00	6,500.00	7,318.00
Janitorial / Cleaning	6,464.75	3,335.25	9,800.00	9,800.00	9,800.00
Camera/Monitoring (Envera)	7,001.94	636.54	7,638.48	7,704.00	7,704.00
Lake Maintenance	6,300.00	8,700.00	15,000.00	15,000.00	15,000.00
Landscape Maintenance	99,746.00	9,292.75	109,038.75	107,000.00	110,316.00
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Total Field Expenses	\$ 227,038.69	\$ 79,410.16	\$ 306,448.85	\$ 289,904.00	\$ 331,303.00
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Total Expenses	\$ 294,871.87	\$ 89,322.34	\$ 384,294.21	\$ 377,419.00	\$ 416,061.00
Net Income (Loss)	\$ 48,285.86	\$ (55,060.46)	\$ (6,875.21)	\$ -	\$ -

Cross Creek CDD
Adopted Debt Service Fund Budget
Series 2016A Special Assessment Bonds FY 2023

	<u>Proposed FY 2023 Budget</u>
<u>Revenues:</u>	
Special Assessments	\$70,080
Total Revenues	<u>\$70,080</u>
<u>Expenditures:</u>	
Series 2016A - Interest 11/1/22	\$15,260
Series 2016A - Principal 5/1/23	\$25,000
Series 2016A - Interest 5/1/23	\$15,260
Total Expenditures	<u>\$55,520</u>
Excess Revenues / (Expenditures)	<u>\$14,560</u>
Series 2016A - Interest 11/01/2023	\$14,560.00

PARCEL ID	OVERRIDE AMT	PREV YR AMT
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500238259	1509.31	1509.31
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500238409	1509.31	1509.31
500238459	1509.31	1509.31
500238509	1509.31	1509.31

500238619	1509.31	165.67
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500238709	268.05	165.67
500238759	1509.31	165.67
500238809	268.05	165.67
500238919	268.05	165.67
500239019	1509.31	1509.31
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500239219	1509.31	165.67
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500239719	1509.31	1509.31
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500239959	1509.31	1509.31
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500240059	1509.31	1509.31
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500240259	1509.31	165.67
500240309	1509.31	165.67
500240359	1509.31	165.67
500240409	268.05	165.67
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500240609	1509.31	165.67
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500240859	1509.31	165.67
500240909	1509.31	165.67
500240959	268.05	165.67
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500241109	268.05	165.67
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500241259	268.05	165.67
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500241409	268.05	165.67
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500241659	1509.31	165.67
500241709	1509.31	165.67
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500241859	268.05	165.67
500241909	268.05	165.67
500241959	268.05	165.67
500242009	268.05	165.67
500242059	268.05	165.67
500242109	268.05	165.67
500242159	268.05	165.67
500242209	268.05	165.67
500242259	268.05	165.67
500242309	1509.31	165.67
500242359	268.05	165.67
500242409	268.05	165.67
500242459	268.05	165.67
500242509	268.05	165.67
500242559	268.05	165.67
500242609	1509.31	165.67
500242719	1509.31	165.67

500242819	1509.31	165.67
500242859	1509.31	165.67
500242909	268.05	165.67
500242959	268.05	165.67
500243009	1509.31	165.67
500243119	1509.31	165.67
500243219	1509.31	165.67
500243319	1509.31	165.67

	\$447,378.62
\$	31,316.50
	\$416,062.12

	\$416,061.00
	\$1.12

**Cross Creek
Community Development District**

Consideration of Resolution 2022-09,
Adopting the Annual Meeting Schedule
for Fiscal Year 2022-2023

RESOLUTION 2022-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE CROSS CREEK COMMUNITY DEVELOPMENT
DISTRICT ADOPTING THE ANNUAL MEETING
SCHEDULE FOR FISCAL YEAR 2022-2023**

WHEREAS, the Cross Creek Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Florida Chapter 190, Laws of Florida; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2022-2023 annual meeting schedule as attached in **Exhibit A**;

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

1. The Fiscal Year 2022-2023 annual public meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 30TH DAY OF AUGUST, 2022.

ATTEST:

**CROSS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

EXHIBIT “A”

**BOARD OF SUPERVISORS MEETING DATES
CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022-2023**

October 25, 2022
November 22, 2022
December 27, 2022
January 24, 2023
February 28, 2023
March 28, 2023
April 25, 2023
May 23, 2023
June 27, 2023
July 25, 2023
August 22, 2023
September 26, 2023

All meetings will convene at _____ at 11:00 a.m.

Cross Creek Community Development District

Discussion of Landscape Contracts

Cross Creek CDD Landscape RFP



Landscape
and Irrigation
Maintenance
Services

August 2022

August 2022

Venessa Ripoll | District Representative, LCAM
PFM Group Consulting, LLC
Cross Creek CDD
3759 Manorwood Loop
Parrish, FL 34219



Ms. Ripoll,

BrightView is pleased to submit a professional landscape proposal for The Cross Creek CDD in Manatee Community. BrightView proudly shares our 83 years of experience, 34 years of tenure in South County, and extensive experience with Large Homeowner Communities, with the Cross Creek CDD Community. Our Landscape, Irrigation and Agronomic expertise, in harmony with our company's stability, makes us the optimal choice as your landscape maintenance provider. We fully intend to act as a partner to the community by ensuring that the landscaped grounds completely reflect the expectations of your residents and visitors.

Our Sun City Branch has been servicing Cross Creek for several years with Medallion Homes. Our branch is located at 415 27th St. SE. Ruskin, FL. 33570. It's Located less than 30 minutes away from your community.

BrightView Management on Property. Our plan includes John Cornelius, our Branch Manager, to lead our gardener staff for the Community, overseeing our BrightView Teams on property. John is a degreed, 33 year experienced landscape veteran, having serviced multiple Communities with their unique landscape requirements. John will lead a dedicated Account Manager and Production Managers on site to perform all the landscape services. Our Account Manager will attend, with his management team, monthly board meetings. Our goal is to deliver services to the expectations of the Community. John is committed to the board on the day-to-day management of the on-site team gardeners, and will remain in a supervisory and managerial role throughout the contract term. Our Account Manager will be the SINGLE-POINT-OF-CONTACT for the Board for all services performed for the Cross Creek Community. John's resume, along with the other staff gardeners are attached in this proposal. Our Delivery Plan is to map the Community with a dedicated Teams, performing all Mowing, Detail, Irrigation and routine agronomic needs, bed weed control, spot spraying insects, etc. Within this Proposal we have a map and Team chart outlining the service areas. The managers supervise the dedicated crews and to deliver the desired expectations for the community landscape. We dedicate teams by area, and by function: Mow Crews only mow. Detail Crews only prune trees and shrubs. Irrigation Techs only handle irrigation needs. Spray Technicians only handle spray duties, and specialty teams such Arbor Care and Enhancements, only perform those services. Our clients find this to be of value as no services get ignored or cut short to complete other services. Our supplemental teams will be supporting the on-site crew with Agronomy, Arbor Care and Enhancements.

All services are in-house, with no Subcontracting. BrightView is a full-service landscape company that can service all your landscape and irrigation needs in-house. Our proposal will elaborate on our Personnel and their qualifications, our Experience and References in the area, and demonstrate our understanding of the Community's needs.

Handling the RFP Response,

Lloyd Radder Senior Business Developer
Cell: 813 363-3400
Email: lloyd.radder@brightview.com

John Cornelius Senior Branch Manager
Cell: 813 363-5854
Email: john.cornelius@brightview.com

Executive Overview



Your landscape is a strategic asset with the power and the ability to positively impact your property values. When effectively and efficiently leveraged, landscapes can serve as a strategic asset with remarkable returns—decreasing risk and increasing appearance and safety.

Your Challenges, Our Solutions

BrightView is uniquely positioned to offer a holistic, strategic, and results-focused approach to help you achieve your goal of pro-active communication, increased property value, and an enhanced maintenance free lifestyle experience.

As your trusted advisor, we will accomplish this through:

Steady Client Focus

Create and maintain an exterior “learning environment” and manicured grounds throughout the community to encourage the pursuit of worry-free community life experiences, creating new friends and participate in excellence throughout the community amenities and activities.

Increase consistencies and quality of your landscape while making improvements that enhance Cross Creek landscape and help drive continued interest and desires to live in the community. We become a “Partner” to the Community.

Consistent Excellence

Increased productivity using our proprietary Production System Software to develop detailed service plans, including labor and equipment allocations as needed within the community.

Proactive communication in the form of Quality Site Assessments and Quarterly Site Reviews. This type of scheduled communication allows BrightView to remain ahead of any potential service issues.

Create consistency across all neighborhoods. BrightView serves as a strategic partner to manage all of your grounds maintenance, landscape design and grounds enhancement work. From irrigation to designing and maintaining great community gathering places, BrightView will service your Community from beginning to end, under one contract, with a single person contact, providing seamless results.

Our solutions are designed to ensure the best possible outcomes for Cross Creek. As your partner, your success is our success. Your business partner must share your values, embrace performance and financial accountability, and have the passion and commitment to achieve your desired results.

Experience and References

Brief History: Established in 2015.

BrightView is the result of the [longest tenured landscape companies](#) in the US; ValleyCrest Landscape Companies, the largest Landscape provider in the Southern US merging with the largest landscape company in northern US, Brickman Group.

ValleyCrest Landscape Maintenance was formed in 1949 by owner Burton Sperber.

The Brickman Group Ltd., was formed in 1939 by owner Theodore W. Brickman Sr.

Currently we have 22,000 Employees in 42 States and 350 Branches.

In 2015, The Brickman Group and ValleyCrest Landscape Companies brought together 140 years of experience and talent to form BrightView. B– for Brickman and V– for ValleyCrest, established in 1949. We united under a shared belief that taking care of our clients and our teams should always be at the heart of what we do. True to our name, we are re-inventing and innovating the industry – giving our clients a new and refreshing model for landscape service delivery and our team members a bright outlook for the future.

Current Contracts and Market Share.

BrightView currently services over 3,500 contracts in Florida.

73% are HOA/POA/CDD Residential

16% are Commercial/Industrial

6% are Institutional (Schools, Churches, etc.)

3% are Medical (Hospital, Assisted Living Facility, etc.)

2% Miscellaneous

The Perception... “Our community will be just a number and will not receive the attention a local, smaller landscape provider will provide.” “I have to call a 1-800 number to find someone to talk to.”

The Reality... BrightView might be the largest landscape company in the Nation, but the reality is we employ all local team members who live in this community, shop in this community and worship in this community. Their kids go to school with your kids and we celebrate success locally.

Branch Structure. 6 Local Branches in the Tampa Market

Lutz, Brandon, Sun City, Tampa, Lakeland and St Petersburg. Each Branch is set-up to run independent of each other, each branch employees a Branch Manager who has been empowered to conduct business based on what the local market requires and provide great customer service to all the Branch's Clients. We create each Branch to be self-supportive, but has the ability to call on the other Branches for assistance when something unforeseen happens. This gives our Tampa Bay Clients great solace to know the Branch Team that regularly services their Community has the ability to call on Team Members to be sure their expectations are met every week.

Experience in Central FL.

Communities Serviced

- Hidden Creek CDD (Lagoon)
- Waterleaf CDD
- Spring Lake CDD/ Lucaya Lake
- Shell Point CDD
- Sereno CDD
- Waterchase CDD
- Oakstead CDD
- Grand Hampton CDD
- Summerwoods CDD
- Fish Hawk IV CDD
- Connerton CDD
- Baldwin Park CDD



Other Large Central Florida Clients under BrightView's Care:

- Kings Point– Sun City
- Disney– Orlando
- The Villages– Orlando
- USF Campus– Tampa
- Saddlebrook Resort– Wesley Chapel
- Orange Lake Resort– Orlando
- Providence Lakes HOA– Riverview
- Winthrop Village HOA– Riverview
- Lansbrook Master Association– Palm Harbor
- Countrywood HOA– Plant City
- Baldwin Park CDD– Orlando
- HCA Hospitals (7 locations)
- Advent Healthcare locations
- Amazon locations
- Coca Cola locations
- Tampa Bay Rays Tropicana Field
- Four Seasons locations
- Hammocks at River Wilderness– Palmetto
- Riviera Dunes– Palmetto



References in Area

Southshore Bay– (Hidden Creek CDD)

Metro Lagoon Community

Property Address: Riverview, FL.
Customer Since: 2017
Contact Information: Michael Sakellerides | Breeze | 813-564-6422 | Michael@breezehome.com



Kings Point Master/Section 3

Property Address: Sun City, FL.
Customer Since: 1990
Contact Information: Jack Davidson | Federation President | 256-341-8613



Communities First Association

16 POA/HOAs in Sun City, Wimauma

Property Address: Sun City, FL.
Customer Since: 2004
Contact Information: Kathy Trimmer | Communities First Association | Kathy@cfirstam.com | 813-333-



Brandon Pointe HOA and Brandon Townhomes

Property Address: Brandon, FL.
Customer Since: 2019
Contact Information: Jen Robertson | Excelsior Mgmt | 813-850-8578



Personnel

Weekly Service Plan and Staffing

Cross Creek Landscape Manager– Jose Shears

Owner of relationship. She is your **single point of contact** for the management team for all services. He will be responsible for scheduling and managing all operational activities, providing reports to you, communication with leadership. Maria creates company mandated Quality Site Assessment or QSA, for your site on a monthly basis. This will serve as a snapshot of the conditions on site and a management tool that helps both parties visually understand areas of concern or needs that can be tailored to be area specific.

Section Manager– Dennis Upper

These Section Managers will be on site with crews and work directly under Jose. These managers will provide leadership and supervision to the field crews, along with directing daily operational movement to cover specific work orders communicated to us.

Maria will supervise and communicate with Section Management. Your Production Manager will manage the service crews teams consisting of:

- Mow Crew Leader
- Detail Crew Leader
- Mow Crew
- Detail Crew
- Irrigation Technician
- Spray Technician



Personnel

The Teams in each Area reporting to the Section Managers. The Community will have:

Mow Crew

1 Mow Crew Leader | 6 Crew Members

This crew will move through their section to complete all mowing, edging and string trimming operations each week. a Path of Motion map will be created outlining the days each crew is in the area, morning and afternoon. This will be give to your Community Manager to Pro-Actively have the answers to *'where is the mowers in my neighborhood?'*

Detail & Pruning Crews

1 Detail Crew Leader | 4 Crew Members

This crew is completely separate from your Mow Crew. They specialize in pruning and detail services. This crew's duties will include ornamental, shrub and tree care along with site policing and weed removal. Crew members will progress through the entire section each month. This Team will also be mapped out and the maps provided to the Community Manager

Irrigation Technician

Each Area will have their own dedicated Irrigation Technician. The Irrigation Team will work with the new Irrigation Pump System Company to control and measure the source of irrigation.

Each Section's Irrigation Technician will provide either a monthly wetcheck. The monthly irrigation check will assure us that every zone is fully operational, and that the coverage is adequate to keep a healthy and lush landscape.

Your Account Manager will send management the monthly reports from each section.

Ancillary Services:

There are several teams external to the Cross Creek on-site team that will handle a portion of the work load specific to their expertise.

- Tree Care outside of ground clearance, palm pruning will be handled by **Tree Care Crews** as scheduled.
- Seasonal color bed and mulch installations will be handled by our **Enhancement Department**. Improvements to the landscape that involve light construction will be performed by Enhancement Department as well.
- Chemical applications for fertilization, insects, and specific weed control products will be handled by **Spray Technician** who use specialized equipment to move through the site in a more efficient manner.

E-Verified Employees

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.

Our participation in this web-based process, currently the best means available to electronically confirm employment eligibility, makes certain that individuals we hire and are working on our client's sites are authorized to work in the United States.

E-Verify is only part of BrightView's robust employment verification program. Our enterprise-wide practice also covers regular training of our staff and semi-annual auditing to maintain compliance with all US Labor and Immigration laws.



Understanding the Scope

Seamless Transition

Success depends on a seamless transition especially with a large community like Cross Creek. This transition sets the tone for the entire relationship and acts as a foundation for successful partnership. An ideal transition is smooth, cost effective and transparent.

At our initial kick-off meeting, we will confirm communication protocols, review the contract and scope of work along with a timeline on completion of key site initiatives, & review our safety protocols.

4 WEEKS BEFORE SERVICE START



- Tour entire site with BV Team that will be involved in project
- Assemble and prepare all required equipment
- Final update to Community Representative
- Start Irrigation Audit of entire property.
- Implementation of complete Irrigation Inspection Program
- Monthly Rotational Maintenance Plan
- Schedule and implementation of comprehensive Fertilization Program
- Complete Horticulture Site Inspection
- Complete Arbor Inspection
- Any additional findings or requests from the site

1 WEEK BEFORE SERVICE START



- Review progress on complete Irrigation system and components
- Review progress on Horticulture Report
- Review progress on site Safety Inspection Report
- Review with the Landscape Committee our designated areas of supervision and service, Communication with the Community using the BrightView Connect Portal
- Review progress on complete Arbor report

Understanding the Scope

Pro-Active Communication From Your BrightView Manager

Your contact and your BrightView Manager will be one phone call, text, email away from each other at all times. All managers are provided with a company iPhone complete with their company email. You will have your manager's cell phone and will be able to be in contact with him or her at any time. Your Account Manager will be your **SINGLE POINT OF CONTACT** for all your needs. On top of this easy access, our Account Manager will also provide you with pro-active communication reports on a weekly basis including...

Monthly Quality Site Assessment (QSA) Report

As part of our reporting plan you will receive Quality Site Assessments (QSA's) on a routine basis. These inspections are made by your Account Manager– he/she will walk the entirety of the community and provide pictures representation for reviews on turf quality, seasonal flowers, tree & shrub care, site quality and irrigation management.

The assessments provide recommendations for property enhancements, note any maintenance items that need addressed and allow for additional reporting on property areas that may be outside of our scope work.

Quality Site Assessment
General Information
Property Name: Four Seasons at Historic Virginia
Date: Tuesday, September 26, 2017
Next Inspection Date:
Client Attendees:
Brightview Attendees: Chris Muth
CUSTOMER FOCUS AREA:
community common area/ entrance
MAINTENANCE ITEMS:
1) Weeds in beds will be addressed on next visit.
RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:
1) Suggested to remove the thin patch of turf in entrance island and mulch.
2) Suggested to elevate and thin the trees in the common areas with a focus on the entrance and the club house. Trees need to be treated for gloomy scale.
3) It's suggested to remove the juniper that have outgrown their bed space and are having to be cut back and reveal the inner portions of the plant which won't flush back out.
4) The spicata linope should be removed and replaced with a plant that won't encroach on the turf. Once the spicata spreads into the turf it causes costly and unsightly repairs to rid the turf of the ground cover.
5) large beds near the club house need shrubbery replaced to increase bed appearance.
NOTES TO OWNER/CLIENT:
1) Fall/turf aeration and over seeding to be completed in September.
2) Fall Flowers to be installed in month of October
3) First round of leaf removal and fall fertilization will take place in early November.

Quality Site Assessment	
Recommendations for Property Enhancements	Recommendations for Property Enhancements
Suggested to remove the thin patch of turf in entrance island and mulch.	Suggested to elevate and thin the trees in the common areas with a focus on the entrance and the club house. Trees need to be treated for gloomy scale.
	
2017-09-26	2017-09-26
(1/8)	(2/8)
Recommendations for Property Enhancements	Recommendations for Property Enhancements
It's suggested to remove the juniper that have outgrown their bed space and are having to be cut back and reveal the inner portions of the plant which won't flush back out.	The spicata linope should be removed and replaced with a plant that won't encroach on the turf. Once the spicata spreads into the turf it causes costly and unsightly repairs to rid the turf of the ground cover.
	
2017-09-26	2017-09-26
(3/8)	(4/8)

Meet Your BrightView Account Manager and CST Leader



Jose Shears currently supervises landscape maintenance activities throughout South County Area. Jose is a Certified Pest Control Operator, and BMP Certified. He has been in the landscape industry for 30 years, 27 Years with BrightView and is well versed in managing crews, Pest and Disease ID and Production.

My focus is to work on site. I will schedule regular site walks with you as needed to review what is happening in your landscape. My role includes scheduling, hands-on training in the field and focuses on safety throughout the teams I manages

I am your Team Leader in the CST and will be your point of contact.



Jose Shears

Account Manager

Here are BrightView, we offer more than just mowing:

- Landscape Design and Maintenance
- Hardscapes
- Tree Care Services
- Irrigation
- ... And Much More



Experience

- 30 years' experience in the green industry
- 27 year's employed with Brightview

Certifications

- State of Florida Green Industries Best Management Practice
- State of Florida Certified Pest Control Operator



Personnel 20 Points

Sun City Center Senior Branch Manager— John Cornelius

Tasks Associated

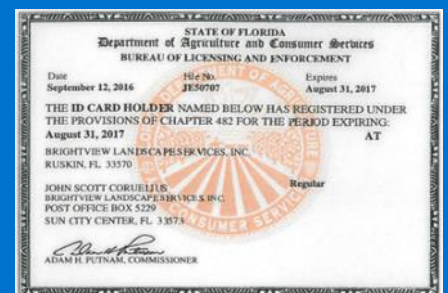
- Currently manages landscape maintenance business throughout the Sun City and Ruskin area.
- Served as Crew Supervisor, Operations Manager, Account Manager and Tree Care Manager. Senior Branch Manager.
- His focus is to work with your Account Manager to see that all your goals are met in maintaining your property.

Experience

- Has been with BrightView for 33 years.
- 33 Years Managing in Ruskin/Sun City/Wimauma/Plametto Market.

Certifications

- Completed every BrightView University Course
- State of Florida Best Management Practices.
- State of Florida Licensed Agricultural Dealer.
- Licensed Fertilizer Applicator.



Personnel 20 Points

Section Manager– Dennis Upper

Tasks Associated

- Dennis will manage two (2) of the sections broken out in Cross Creek.
- His focus is to work on site regularly. He will work hand in hand with the crews and crew leaders while on site and quality control.
- He will also schedule maintenance tasks on a weekly basis to meet the needs of your community.
- Training any new gardeners on about the nuances of Cross Creek scope of services and needs.

Experience

- Dennis has 35 years in the landscaping industry.
- 10 Years with BrightView at the Sun City/ Ruskin Branch. Managed landscape maintenance crews throughout Sun City Area since 2010.

Certifications

- State of Florida Green Industries Best Management Practice
- BrightView University– Gardener Program and Account Manager Program.



Similar Properties Managed.

- Hammocks at River Wilderness
- Summerwoods CDD
- Caloosa Point II
- Caloosa Palms II

Meet Your BrightView Irrigation Manager and CST Team Member



Jose Garcia has overseen all irrigation contractual responsibilities in the Hillsborough area since 2015 and has been in the industry for 22 years. He manages scheduling and provides hands-on irrigation training in the field. As a Branch Leader, Jose focuses on driving the value of the irrigation system throughout the branch and his teams



Jose Garcia

Irrigation Manager

Here are BrightView, we offer more than just mowing:

- Landscape Design and Maintenance
- Hardscapes
- Tree Care Services
- Irrigation
- ... And Much More

Experience

- 22 years in the Florida Green Industry
- 22 Years Experience with BrightView

Certifications

- State of Florida Certified Best Management Practices Certificate
- 2-Wire System Certified



BrightView Design Capabilities

Enhancement Manager– Jeff Blackburn

Associated Tasks

- Currently supervises landscape maintenance business throughout Riverview Area.
- Involved with maintenance, renovation, design, installation, irrigation management, and tree care on all of his properties
- Spend time with Clients, walking properties and listening to their input on the landscape goals.
- Teach proper horticulture practices to teams while conveying to them what clients are looking for.



Experience

- With BrightView for 29 years. Green Industry for 35 years.

Education

- University of South Florida, Commercial Art



Personnel 20 Points

Tree Care Manager, Arborist- Justin Romero

Justin G Romero represents the BrightView tree care team as our staff ISA Certified arborist. He has been in the Arboriculture industry for over 25 years. Justin has performed in all spectrums of Arboriculture across the country as well as overseas in the British Virgin Islands and the West Indies. Justin has worked on and assisted with large scale consulting projects. He works with clients on tree care pruning and removal plans (3 and 5 year plans), tree care inventory and management plans, tree and plant health care diagnosis and treatment, Arborist reports and urban canopy management plans.

My goal is to provide clients with information and answers to all arbor care needs. I have overseen tree care management and development plans of over 12,000.00 trees for active community and homeowner associations. I have worked with many large commercial firms helping to develop tree preservation protocols while also helping to reduce tree mitigation costs. I am extremely passionate about this industry and approach each and every project with fervor.



Experience

- Paul Smith's—Forest Management / Forest Resources Management
- Over 25 years working within the Arboriculture industry

Certifications

- Tree Risk Assessment Qualified (TRAQ)
- ISA Certified Arborist FL-9753A
- Palm Management Certified
- Best Management Certified
- TCIA -Tree Care Industries of America CTSP - Certified Tree Care Safety Professional



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BrightView Landscape Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any)
 Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 404083

6 City, state, and ZIP code
Atlanta, GA 30384-4083

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

OR

Employer identification number

9	5			-	4	1	9	4	2	2	3
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C No. Ex): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: American Guarantee & Liability Ins Co	26247														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED BrightView Landscape Services, Inc 980 Jolly Road Suite 300 Blue Bell PA 19422 USA															

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER:** 570084218989 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTS	TYPE OF INSURANCE	ADU INSR	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ XCU Hazard GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			XSLG72473826 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (E& occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ISA H25581593	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (E& accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			AUC5085968-17	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLCR67804041 WC - AOS SCFC67804089 WC - WI	10/01/2021	10/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

Certificate No : 570084218989

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER BrightView Landscape Services, Inc 980 Jolly Road Suite 300 Blue Bell PA 19422 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Submitted by:

Lloyd Radder

813 363-3400

Lloyd.radder@brightview.com



www.brightview.com

PRICING SPECIFICATIONS

Contractor Name: BrightView Landscape Services						
Company Services In-House (Yes or No)		Sub-Contractor used: (Yes or No)		On Staff Certifications & Licenses (Yes or No)		Services area (Central FL, Regional, National)
Maintenance	Maintenance	Arborist				
Yes	No	Yes	ID#	83 yrs		
Fert & Pest	Fert & Pest	J. Romero	ISA FL-9753A	Years in Business		
Yes	No	Certified Pest Operator		83 Yrs		
Irrigation	Irrigation	Yes	ID#	# of Employees		
Yes	No	D. Fads	FL 5984	20,000		
Installation	Installation	Best Mgmt. Practices		Educational Programs Available		
Yes	No	Yes	ID#	Yes		
Arbor Care	Arbor Care	L. Shears	GV2105-1	Hurricane Plan		
Yes	No			Yes		
Insurance Information:						
Yes or No	Yes	1) Workers Compensation for all employees at the statutory limits, and Employers Liability at 500,000/500,000/500,000.				
Yes or No	Yes	2) Commercial General Liability coverage for all operations including contractual, products, completed operations and personal injury limits of not less than \$1,000,000 per occurrence, combined single limit, \$2,000,000 Aggregate.				
Yes or No	Yes	3) Umbrella or Excess Liability coverage of \$1M providing excess coverage for the underlying General Liability, Auto Liability & Employers Liability.(minimum)				
Yes or No	Yes	4) Business Automobile Liability coverage for all owned, non-owned and hired vehicles in limits of not less than \$1,000,000 per occurrence, combined single limits.				
Services Freq & Pricing						
General Maint	# of Visits	40				
	# of Turf mow	40				
	# of Shrub Details	12				
	Price for General Maintenance	\$11,400.00 mo		\$136,800.00 yr		
Irrigation	# of Irri Checks	00				
	Price for Irrigation Checks	\$880.00 mo		\$10,560.00 yr		
Flowers	# of Flowers per Change out	290				
	# of Flower Change outs	4				
	Total Flowers	1,160				
	Price for Flower \$2.00	\$193.50 mo		\$2,322.00 yr		
Mulch	Cu. Yards Mulch					
	Price for Mulch					
Fert & Pest	# of Visits for IPM	4				
	# of Turf Fertilizations	4				
	# of Shrub Fertilizations	3				
	Price for Fertilization	\$1,739.00 mo		\$20,868.00 yr		
Palm Trees	Palms Qty	110				
	# of Palm Pruning	2				
	Price for Palm Maint.	\$558.50 mo		\$6,702.00 yr		
	Total contract Price	\$14,771.00 mo		\$177,252.00 yr		

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LMP Landscape Maintenance Professionals, Inc.SM

Built on Integrity. Grown on Relationships.

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
4000 CREEKSIDE PARK DR.
PARRISH FL 34219



Tampa

13050 E US Highway 92
Dover, Florida 33527
(813) 757-6500



Wesley Chapel

26324 Wesley Chapel Blvd.
Lutz, FL 33559
(813) 406-4465



Sarasota

1306 Rome Avenue
Sarasota, FL 34243
(941) 556-9404

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Thank you!

We would like to thank you for the opportunity to submit the following proposal for review. Our approach is one of partnership and stewardship; we want you to earn your trust and work together to exceed your needs, goals, and desires, improving your landscape's appearance, longevity and preserving your investment.

We care about understanding all of your primary concerns and areas of challenge, which helps us establish our rotational service and how we will divide the property into areas for service.

1. Providing detail services rotationally each week.
2. Scheduling all annual services prior to due date.
3. Actively scouting for opportunities to improve the landscape.
4. Manage your landscapes water consumption by property oversight and proposing long-term improvements.

Communication is key. We provide a proprietary customer service experience with a hands-on Account Manager. We offer weekly, monthly, and quarterly reports on the status of services and the work quality. This process is done in partnership with you to document our progress along with pictures of what we have discussed.

The LMP Advantage is that we partner with you rather than simply doing jobs for you. LMP will provide project management, offer maintenance strategies, and oversee the execution of services that provide the expected results. We understand needs change as a business and landscape evolve. Our focus is on the 'big picture', which enables us to create strategic plans that help guide your budgeting. When key business objectives are driven by quality, we know that there is no margin for error. With LMP you will discover a better landscape long-term—giving you and your property the proper attention and care, as well as bring you the information you need to communicate to your stakeholders efficiently.

We understand the challenges you face in managing expectations, and we look forward to the opportunity to serve as your landscape partner. Your property's appearance and your brand are safe with us.

Sincerely,

The **LMP** Team

Section I – About Us

Landscape Maintenance Professionals, Inc. – Our History & Legacy

” *Our history is about our accomplishments; our legacy is about our impact.*

LMP was created for the simple purpose of providing landscape maintenance services that reflect its passion, and over the decades, that passion has grown, driving the company’s culture. Orlando Castillo, LMP’s founder, and President began the company with a simple motto, “do what you say you’re going to do when you say you’re going to do it.” He learned this from his father, who instilled in him an entrepreneurial spirit and the importance of honoring commitments and maintaining integrity even when things get difficult. When Orlando began the company in 1991, he had less than five trucks in his fleet but a burning passion for elevating landscaping to a profession. Since then, he has successfully grown the business in revenues and reverence by building solid teams with solid leadership.

We believe ourselves to be fully accountable for all aspects of protecting your largest uninsured asset, the landscape. Our successful partnerships are built upon accountability and respect and the continuous flow of relevant information. We consistently demonstrate our commitment to communication through our Account Managers’ collaborative relationship with the client.

” *Our reputation for acting with the highest values and principles is our legacy and the strong foundation for our future.*

Landscape Maintenance Professionals, Inc.SM (LMPSM) is a privately held, single-owner organization that has grown organically by providing premier landscape services for three decades. LMP’s approach to landscape maintenance and business is to focus on the details. This attention to detail extends beyond the physical appearance of a property to the foundation of the successful relationships we build. We notice the little things that can enhance the overall appearance of a property, and we train all our employees on this practice.

Our Mission

Our mission is to exceed our clients’ expectations by providing exceptional landscape services at competitive prices, demonstrating that we are fully accountable for our work, and cultivating long-term, trouble-free relationships with our customers.

What We Believe

The world is continually changing, and so is our business. But one thing that will never change is our commitment to maintaining the highest ethical standards. Our team’s decades of combined experience in all facets of the industry, coupled with an unwavering commitment to quality, has led to the establishment of a loyal clientele we are privileged to serve.

Our reputation is one of our greatest assets, and each of us has a responsibility to protect it every day. When faced with challenges, how we respond defines us. Our decisions, and ultimately our actions, tell our community who we are at LMP.

We hope to continue our **LEGACY of EXCELLENCE** with you.



Core Values

We believe that our core values and company culture define us at Landscape Maintenance Professionals and set us apart from our competition!

” *Our values define who we are and will remain at the forefront of everything we do.*

Integrity

It's something we live every day when we hold ourselves accountable and deliver results. It is a constant. Those with whom we work and live can rely on us. We align our actions with our words and deliver what we promise. We build and strengthen our reputation through trust.

Excellence

We are dedicated to quality with an acute focus on our customers.

We are determined to serve our customers through innovation, continuous improvement, an intense focus on customer needs, and a dedication to meet those needs and deliver value through our products, services, and solutions to help them succeed.

” *For us, excellence is not only a value; it is a discipline and a means for making the world a better place.*

Teamwork

We are a team, sharing our unique talents to help those we engage, whether at work, home, or in the community. We are one encouraging and supportive team, leading by example and influence, encouraging and supportive to inspire all to maximize their potential.

-  We hold ourselves accountable as team members and the responsibility we each have to achieve our collective goals.
-  We know that we can produce better results as a team than any of us can achieve alone.
-  We recognize and celebrate milestones reminding each other that their best work is recognized and appreciated.

Commitment

-  We embrace our responsibilities.
-  We understand and focus on the needs of our customers.
-  We are committed to the safety of our teams, our customers, and the environment.
-  We are each personally accountable for meeting both individual and shared goals.
-  We are committed to providing sustainable solutions that best serve our planet and its people.



We are your full-service landscape management partner that is built on integrity and has grown on relationships. The drive to go above and beyond; a collaborative culture that works with you to exceed your project goals; and the capability to leverage innovation to meet emerging trends and keep you at the forefront is LMP.

Construction & Installation

LMP has installed and renovated commercial landscapes throughout Florida for over 30 years. We honor specifications set while using the highest quality material available. Our certified irrigation technicians and crews are capable of installation and repairing of multiple types of irrigation systems.



Landscape Maintenance

Our teams are trained in comprehensive landscape maintenance protocols, from policing a property to removing all debris and hazards. We understand the desire to increase property values, achieve high tenancy and occupancy rates, and drive traffic through visual appeal. We partner with each client to define a custom plan and full scope of services for their unique property goals.



Integrated Pest Management

LMP's Certified Pest Control Operators ensure each property is provided the opportunity to participate in prevention programs designed to mitigate unforeseen expenses to the landscaping budget.



Monitor and Identify Pests

Our IPM program monitors pests and identifies them accurately to make appropriate control decisions with action thresholds. This monitoring and identification remove the possibility that pesticides will be used when they are not needed or that the wrong pesticide will be used.

Horticultural Controls

Horticultural practices such as pruning, mulching, planting pest-resistant trees and shrubs, composting decayed plant material, and using it to improve soil quality also help control pest populations safely and effectively while protecting the environment from chemical overuse.

Chemical Controls

With IPM, the least toxic pesticides are used only when a pest is actively causing severe damage, and there is no spraying on a calendar basis.

Pest Prevention

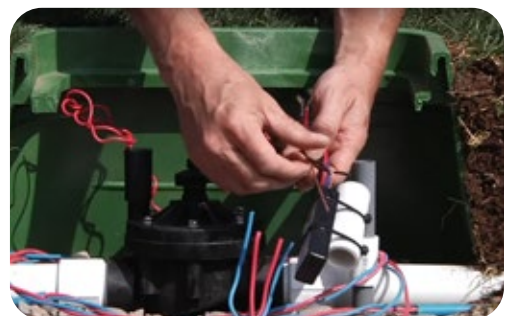
Pest prevention is a fundamental IPM concept. Prevention involves removing the conditions that might attract a pest or disease or providing it with the food and environment it needs to thrive. Some plants need full sun, some do better in the shade, and some grow best in specific soils. Some need a lot of fertilizer; others need very little. Nothing does well, surrounded by weeds that compete for light, fertility, and water and often harbor insects and diseases.



Irrigation Management

Our team of Certified Irrigation Technicians provides industry-leading installation, maintenance, and repair services to ensure your irrigation system is performing at optimal efficiency. LMP's irrigation technicians are responsible for strict adherence to the best management practices.

Before beginning routine landscape maintenance services at a property, the irrigation teams of LMP are tasked with performing a full audit of the irrigation system, documenting deficiencies from the number of zones, faulty controllers, compromised lines, and potential improvements to hydro zoning practices. The completed audit accompanied by recommendations for improvements, repairs, or replacements is presented to the appropriate property contacts for review and implementation approval.



Floriculture & Enhancements

Since our beginnings in 1991, our **Enhancement and Floriculture** programs have been a differentiator that has made our customers' properties stand out for future residents, prospective tenants, and passersby. Our connection with regional growers benefits our customers greatly by keeping them ahead of new varieties of seasonal colors and plants.

Our **floriculture services** include design, installation and maintenance, and insect and disease control. Our professionally trained team can provide seasonal color that adds depth, increases curb appeal, and sets your property apart, from beds to container gardening to hanging baskets.



Our **enhancement services** offer a wide range of design options for your property. We provide award winning seasonal color programs and can refresh, refurbish, or replace areas as needed to keep the high-visibility areas of your properties looking their best.

” *LMP's teams are experienced in designing and installing improvements from turf, annuals, trees, shrubs, and inorganic materials to revitalize a community or commercial property.*

Arbor Services

LMP's Arbor team performs services from extensive pruning in the winter and before the onset of hurricane season, cutbacks, tree removal, stump grinding, debris removal, fertilization, and tree installation, as well as relocation services.

The LMP Arbor Care team includes individuals recognized by the International Society of Arborists (ISA) as Certified Arborists and Tree Risk Assessment Specialists. These individuals have the knowledge and experience to discern if not only a tree is at risk for infestation or even death, but they can determine the best diagnostic and treatment tools needed to mitigate any significant damage before its occurrence.



LMP Locations

LMP has three regional locations servicing the greater Tampa Bay area. Each site is structured to provide optimal support to clients by implementing a team approach to accountability. Properties are assigned an Account Manager, responsible for overseeing the property and coordinating services with the Irrigation Manager, Fertilization and Pest Control Manager, and Enhancement Manager regarding services required outside of general maintenance. The Branch Manager is informed of all aspects of the client's needs and requests regarding landscape services and oversees operations and client satisfaction, services, and personnel.

The branches servicing clients in the greater Tampa Bay area include:

Sarasota

1306 Rome Avenue

Sarasota, FL 34243

(941) 556-9404

Serving: Charlotte, DeSoto, Hardee, Manatee, Sarasota

Branch Manager: Christopher Berry

Tampa

13050 E US Highway 92

Dover, Florida 33527

(813) 757-6500

Areas Served: Hillsborough, Pasco, Pinellas, Polk

Branch Manager: Garth Rinard

Wesley Chapel

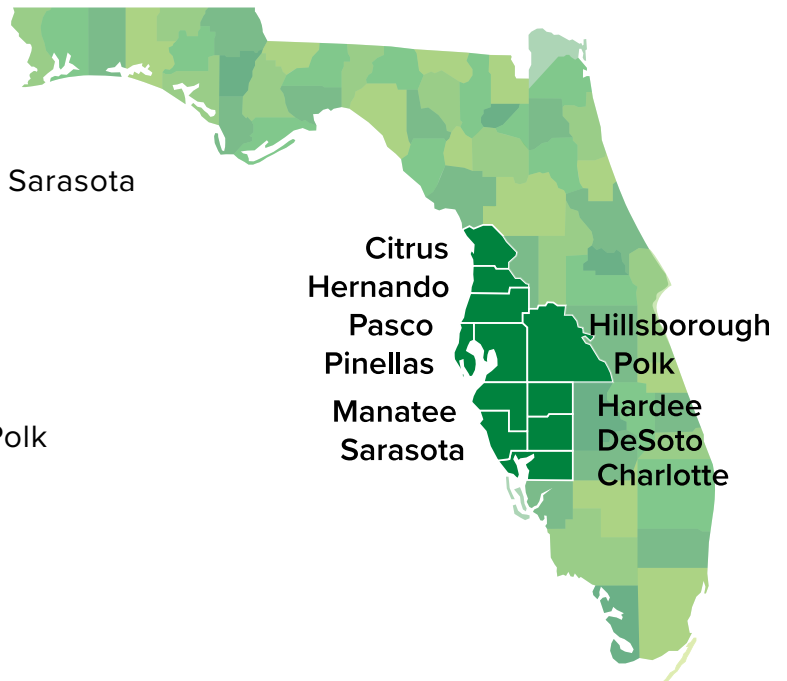
26324 Wesley Chapel Blvd.

Lutz, FL 33559

(813) 406-4465

Areas Served: Citrus, Hernando, Hillsborough, Pasco, Pinellas

Branch Manager: Erwing Martinez



Client Profiles



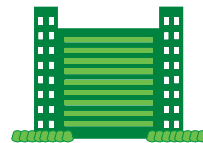
Community
Development
Districts



Homeowner Associations



Commercial



Condominium
Associations



New Construction



Retail



Industrial



Government



Multifamily

SECTION II The Partnership

Landscape Maintenance Professionals specialize in commercial landscape maintenance, serving all types of businesses in Citrus, DeSoto, Hardee, Hernando, Hillsborough, Pasco, Pinellas, Polk, Sarasota, and Manatee counties.

At LMP, our service delivery model is built to customize a unique experience for each customer we service. We have developed the best practices to meet customer needs through our expertise, experience, resources, and continual awareness.



Receptive & Responsive Customer Service



A great customer experience starts with excellent customer service. Our approach is based on excellent communication, both before the project begins and throughout the entire process. Reliability is peace of mind, and we focus on inspiring change and addressing issues before they become concerns. Clients recognize our integrity and commitment to exceeding their expectations through the beautiful landscapes we provide.



Efficient & Courteous Teams



LMP leadership nurtures teamwork combining common sense with uncommon levels of discipline and persistence. Our legacy is in the details of our professional, punctual and efficient crew members. We work closely with clients to build a strong foundation and ongoing relationship, where we take into account your personal preferences, requirements & expectations.



Experience & Solutions



At LMP, we deliver the highest quality results when and where you need them. Our services are designed to address your commercial property needs. We utilize the best mowing and maintenance techniques with top-of-the-line, well-maintained equipment, bringing the ultimate expert solutions to your landscape and lawn maintenance problems.



Trust, Commitment & Satisfaction



Satisfaction is the result of expectations being met. LMP understands the consistent quality of service is key to your satisfaction. Our LMP quality control measures provide systems that set the standards for operations and outcomes, designed to ensure that every team member can meet those standards and deliver reliable results. We take pride in our work, our name, and our customer's satisfaction.

Environmental, Health & Safety | EHS

Our culture drives continuous improvement by establishing measurable targets and goals. We utilize measurements and accountabilities to monitor and document performance towards goals, oversee improvements, and maintain the effectiveness of our environmental, health, and safety systems.

LMP's safety program is a documented process that is introduced to its employees prior to their first day in the field and continues on a weekly basis with formal 'Tailgate Training Sessions' in addition to daily safety checklist processes. Preventing employees from experiencing exposure to workplace hazards is the backbone of our effective safety program.

LMP commits itself to the safety and well-being of each employee and has practices in place to ensure that its safety awareness and methods are extended to its clients, their properties, tenants and owners, and the public in general.

Bill Maxwell, Director of Safety
MBA, Certified GI-BMP Instructor



We're committed to developing systems that drive safe work practices. At LMP, each employee makes health, safety, and environmental protection integral to all daily work. Our associates are our greatest asset. We're equally committed to environmental stewardship and sustainable initiatives to reduce waste, water, and energy use.

Drug-Free Workplace



LMP also participates in the Drug-Free Workplace Program (DFWP) and adheres to the guidelines stipulated by the state of Florida. LMP has made it a practice to prevent workplace injuries through a **NO TOLERANCE** for substance violations and abuse. Before a potential candidate is offered the opportunity to join the LMP family, they must participate in and pass a pre-employment drug test. We also perform random testing that occurs monthly, post-accident, and if reasonable suspicion.



The LMP Business Resiliency Plan provides our clients and internal departments with a contingency and backup resource structure to ensure continuity of critical business operations. Proactive reaction to emergency events including but not limited to hurricane, terrorist, storm & flood, will be in place to keep your operation intact.

In reaction to any event deemed as critical in nature, LMP will adjust resources and/or work at client properties in a timely and efficient manner to reduce or eliminate impacts to your business operations. This includes but is not limited to the following events:

Hurricane ➡ Named Storm ➡ Other Storm Flood ➡ Fire ➡ Tree Falls ➡ Safety Hazards

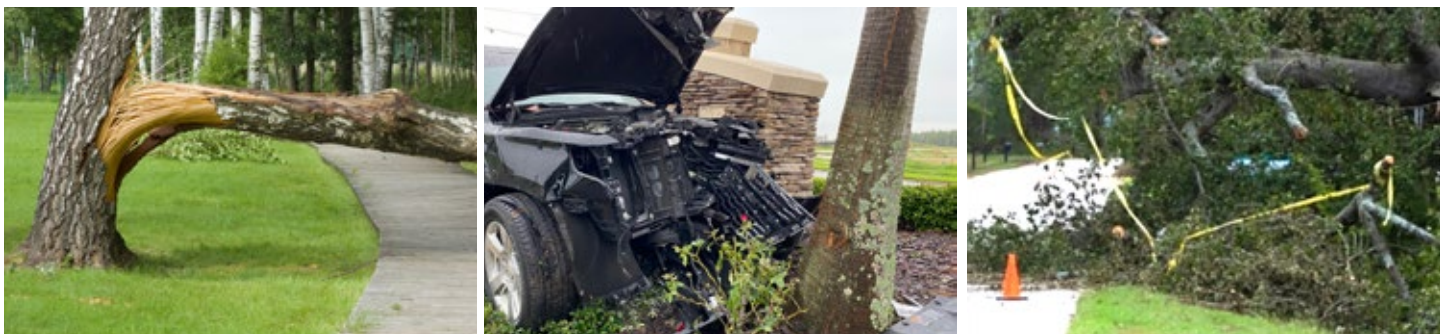
Production

- 1) Reduce standard Production Schedule to minimal needs during event.
- 2) Focus on proactive recovery of specific event.
- 3) Do not add new enhancement or new installation work.
- 4) Delay existing enhancement or new installation work. Delay regularly scheduled maintenance.

Recovery Outline

Resources will be aligned and dispatched upon the all clear from the local authorities.

- 1) Clear Roadways and doorways by cutting and stacking downed tree and branches near roadside
- 2) Clear landscape areas of debris, downed storm fall and stack near roadside
- 3) Remove initial stacked roadside material
- 4) Focus turns to cleanup from buildings out to property boundaries until recovered.



Local Emergency Call List will be provided.

Reports & Inspections

To achieve quality results, your community requires the expertise of a professional landscape management company such as LMP. Our qualified division managers, area managers, irrigation technicians, certified crew members will give your property the quality care your property deserves.

LMP has benchmarks in place to measure the quality of work provided to clients throughout the partnership. To ensure your property is getting the attention it requires, managers perform regular quality checks, in addition to monthly landscape walks. Areas of concern are addressed promptly and communicated to clients. Our goal is to make the customer happy, and we strive to build relationships that make things grow.



MQI Report | Monthly Quality Inspection Report

The MQI Report includes:

- A summary of work completed and work in progress
- Outstanding issues
- Issues resolved during the reporting period
- Outstanding potential change orders
- Current status of active projects with an estimated completion date
- Project pictures as appropriate

Deficient items will be followed up on agreed time frames to ensure compliance.

Your Account Manager will ensure all questions and concerns are addressed.

MI Report | Monthly Irrigation Inspection & Irrigation Service Request

Each month, an LMP irrigation technician will inspect the irrigation system for pressure variations, excessive flow rates, non-uniform distribution of water, faulty valves and wiring, or controller failures or inefficiencies. These inspections will be documented within a report to the assigned Account Manager and appropriate property contact to communicate potential stress on the landscape materials and obtain authorization to make the necessary repairs or improvements.

Fertilization and Pesticide Spray Sheet & Fertilization and Pesticide Report

As the first line of pest control, the IPM program works to prevent pests from becoming a threat. This strategy involves routine monitoring of the landscape to identify and remedy pest outbreaks early before they become widespread. When curative treatment is needed, we target only areas where pests can reduce exposure and environmental impact. | *Documented after any application.*

Truck, Trailer & Equipment Checklist | Weekly

Our service vehicles are well maintained, registered, insured, and operated only by responsible licensed personnel. We replace our mowers every three years and replace our trucks every five to 10 years. We employ full-time mechanics to perform preventive maintenance and repairs at each branch, so our equipment runs well for as long as possible. We have a regular schedule for maintaining equipment, so downtime is limited while machines are being repaired. Each quarter, we review the condition of all pieces of our fleet to continue to plan for repairs and replacements proactively.

MQI Report | Monthly Quality Inspection Report



P.O. 267 Seffner, Florida 33583
 (813)757-6500 (813)757-6501
 www.LMPPRO.com

Monthly Quality Inspection Report

Submitted by	
Date	
Reference #	
Location	

General Information	
Property	
Location	
Supervisor	
Supervisor Email	
Branch Manager	
Branch Manager Email	
Date of Inspection	

Details		Photos
Grade		
Notes		

15 categories are graded during our MQI with photos and notes.

Palm Pruning		Photos
Grade		
Notes		

Overall Cleanliness		Photos
Grade		
Notes		

Photos of site conditions document existing conditions and demonstrate improvements moving forward.

Plant Insect & Disease Control		Photos
Grade		
Notes		

Plant Fertility		Photos
Grade		
Notes		

MQI Report | Monthly Quality Inspection Report | *continued*

Mowing Functions			Photos
Grade			
Notes			
Tree Pruning			Photos
Grade			
Notes			
Turf Insect & Disease Control			Photos
Grade			
Notes			
Weed Control Bed Areas			Photos
Grade			
Notes			
Water Irrigation Management Notes			Photos
Grade			
Notes			
Shrub Pruning			Photos
Grade			
Notes			
Mulching			Photos
Grade			
Notes			
Turf Weed Control			Photos
Grade			
Notes			

This is a condensed Version of a detailed MQI report highlighting the specifics we monitor.

Monthly Quality Inspection Report | continued

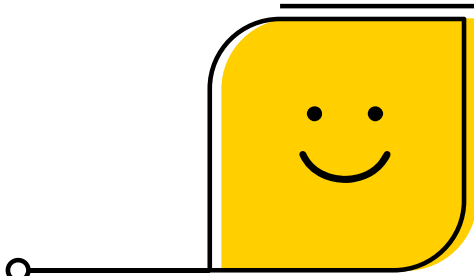
MQI Report | Monthly Quality Inspection Report | *continued*

Turf Fertility		Photos
Grade		
Notes		

Carryovers		Photos
Grade		
Notes		

Deductions		Photos
Seasonal Color (if applicable)	Grade	
Seasonal Color Notes		
Vigor Appearance	Grade	
Vigor Appearance Notes		
Insect Disease Control	Grade	
Insect Disease Control Notes		
Deadheading Pruning	Grade	
Deadheading Pruning Notes		

Notes to Client

Best View of the Month


Summary	
Overall Monthly Maintenance Score	%
Overall Monthly Seasonal Score	%



Monthly Quality Inspection Report | continued

Monthly Irrigation Inspection



P.O. 267 Seffner, Florida 33583
 (813)757-6500  (813)757-6501
www.LMPPRO.com

Irrigation Inspection Report

Property	Date	
	Technician	
	Arrive	
	Depart	

Clock Type #												
Battery Date		Confirm Time Date	Yes	Time Date Adjust	Y	N	Rain Sensor	ok	bad	Battery Replaced	Y	N

Notes

--

Start		Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Pgm A	1							
Pgm A	2							
Pgm B	1							
Pgm B	2							
Pgm C	1							
Pgm C	2							
Pgm D	1							

Zone	Type	A	B	C	D	Zone Information
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
Season Adjust %						
Run Time						

Technician Us Only | Additional Charges prepared on Standard Invoice

Labor	Hours	Rate	Amount
Supervisor			\$
Technician			\$
Total Labor Charges			\$

Materials	Quantity	Unit	Extended
Our Irrigation Inspection monitors your irrigation system and includes regular inspections to detect leaks, blockages or part failures. It also includes routine sprinkler head cleaning and adjustments.			
Total Materials			\$
Total Labor			\$
Grand Total			\$

Our Irrigation Inspection monitors your irrigation system and includes regular inspections to detect leaks, blockages or part failures. It also includes routine sprinkler head cleaning and adjustments.



Fertilization & Pesticide Spray Sheet



P.O. 267 Seffner, Florida 33583
 (813)757-6500 (813)757-6501
 www.LMPPRO.com

Fertilization & Pesticide Spray Sheet

Submitted by			
Date		Date Submitted	
Client			

	TU	OR	TR	PLM	AN	1	2	3	4	5
Fertilization										
Insect										
Disease										
Other										

Description of Problem

Our landscape services involve quickly identifying the exact insects plaguing your yard. Our Technicians are trained and knowledgeable on how to treat and minimize the impact of insects, fungi and diseases.



Scouted By		Scout Date	
------------	--	------------	--

Notes

Technician			Schedule Date	
Completed?	Yes	No	Date Completed	
Follow up	Yes	No	Follow-Up Date	
			Date Completed	

E-mail form to: Garth Rinard, George Brennan, Devan Pasciuta

Fertilization & Pesticide Report

LMP Landscape Maintenance Professionals, Inc.SM
P.O. 267 Seffner, Florida 33583
(813)757-6500 (813)757-6501
www.LMPPRO.com

Truck, Trailer & Equipment Checklist

Location					
Date		Vehicle #		Trailer #	
Technician		Air Temp	Wind Speed Direction	Precipitation	Arrive
Helper					Depart
Instructions Technician Notes					Complete

These applications will be applied using our LMP spray vehicles and personnel applying both liquid and granular products at the proper rates per material label and under EPA guidelines and restrictions.

INSECTICIDE	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE
FUNGICIDE	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE
HERBICIDE (S) *	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE
HERBICIDE (NS)*	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE
FERTILIZER	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE
OTHER	OZ LBS	GALLONS	SQ FT	TARGET	METHOD	FLOW RATE

DAILY CHECKLIST

SUPPLIES					VEHICLE	EQUIPMENT
Label Book	SDS Book	Spill Kit	Cones	Safety Glasses	Oil Check	Oil Check
Vest	Face Shield	Boots	Nitrile Gloves	Resperator	Water Level Check	Hydro Oil Check
First Aid Kit	Posting Signs	Marker	Irr. Flags Pink	ISR?	Cleaned	Cleaned

Truck, Trailer & Equipment Checklist



Truck, Trailer & Equipment Checklist

Date		Vehicle #		Trailer#	
Driver					

	Crew 1	Crew 2	Crew 3	Crew 4	Crew 5	Crew 6
ONE	Arrive		Depart			
	Round-Up	oz.	Tribune	oz.	Spreader Sticker	oz. Gallons
TWO	Arrive		Depart			
	Round-Up	oz.	Tribune	oz.	Spreader Sticker	oz. Gallons
THREE	Arrive		Depart			
	Round-Up	oz.	Tribune	oz.	Spreader Sticker	oz. Gallons

Tools Inventoried?	
Equipment Inventoried?	

EQUIPMENT	Fire Extinguisher	☐
	SDS Book	☐
	Emergency Packet	☐
	Registration - Truck Trailers	☐
	Jack + Lug Wrench	☐
	Driver's License	☐
	Tool Box	☐
	Irrigation Flags	☐
	Traffic Cones Signs	☐

		Pre	Post			Pre	Post
T R U C K	Engine Oil	☐		Running Lights	☐	☐	
	Brake Fluid	☐		Turn Signals	☐	☐	
	Coolant	☐		Brakes	☐	☐	
	Washer Fluid	☐		Horn	☐		
	Wipers	☐		Tire Tread / Wear	☐		
	Headlights	☐	☐	Tire Pressure	☐	☐	
	Tailgates	☐	☐	Clean		☐	

TRAILER		Pre	Post		Pre	Post
	Running Lights	☐	☐	Safety Chain	☐	☐
	Brake Lights	☐	☐	Tire Tread	☐	☐
	Turn Signals	☐	☐	Tire Pressure	☐	☐
	Hazards	☐	☐	Hitch Pin & Ball Lock	☐	☐
	Wire Harness	☐	☐	Plug Connection	☐	☐

	Equipment Assignments - Unit #s						Transfers		Equipment Maintenance Status					
	#	OPR#	#	OPR#	#	OPR#	Crew	PM	clean	blades	oil	filter	grease	repair
Mower - Rider									yes ☐	☒ sharp ☐ changed	☐ checked	☐ cleaned	yes ☐	emailed ☐
Mower - Walk Behind									yes ☐	☒ sharp ☐ changed	☐ checked	☐ cleaned	yes ☐	emailed ☐
Mower - Push									yes ☐	☒ sharp ☐ changed	☐ checked	☐ cleaned	yes ☐	emailed ☐
Edger									yes ☐	☒ sharp ☐ changed	☐ checked	☐ cleaned	yes ☐	emailed ☐
Line Trimmer									yes ☐	☒ sharp ☐ changed	☐ checked	☐ cleaned	yes ☐	emailed ☐
Blower									yes ☐	☒ sharp ☐ changed	☐ checked	☐ cleaned	yes ☐	emailed ☐
Hedge Trim - Extended									yes ☐	☒ sharp ☐ changed	☐ checked	☐ cleaned	yes ☐	emailed ☐
Power Pruner									yes ☐	☒ sharp ☐ changed	☐ checked	☐ cleaned	yes ☐	emailed ☐
Chain Saw									yes ☐	☒ sharp ☐ changed	☐ checked	☐ cleaned	yes ☐	emailed ☐



Onboarding

Kick-off Meeting

LMP's initial focus is on learning the property with all project start-ups by performing a complete property-wide inspection and analysis of turf, plant material, and irrigation systems.

Prior to commencing service on any property, a **thorough walk of the property** is performed with the **Account Manager** and **Crew Leader**, where all areas of particular interest or special instructions are identified. A report will document the entire property through photographs and provide the client with a detailed report on the conditions of the property, followed by a **Project Kick-off meeting** where we will ensure specifications are in line with expectations.

- Review assessment from property walk-through.
- Review the initial operational plan to confirm the scope of work and expectations.
- Identifying service areas, required periods to perform various services, as well as a map for mowing and detail work.



Establish Vision
& Deliverables



Project Planning



Project Goals



Roles &
Responsibilities



➤ Onboarding

Irrigation

LMP will perform a full irrigation system inspection to identify any deficiencies to the current system and a cost component for addressing the issues.

Projected Chemical Applications

We find that until we know the actual integrity of the irrigation system, it limits our ability to apply many chemicals, including fertilizers. This is because so many chemicals need access to water following an application, or the application will damage the plant material.

Setting Timelines & Expectations

As with any new initiative or project, there will be a learning curve as LMP becomes familiar with the property; however, it is our goal to have that learning curve minimized through the development of a solid operational plan. As LMP is learning the nuances of the property, we would like the client to be aware that we are inspecting systems and layouts to ensure we have accurate information to share regarding:

Additionally, it is standard practice for key members of LMP's project team to schedule a **Progress Review**, to review the progress of the property with photographs taken over the course of the partnership at designated locations.



Project Management



Kick-Off Meeting



Execution



Deliver



Orlando Castillo | President & CEO

What does it mean to you to be a landscape professional?

I worked hard in the field, educating myself in the trenches. For many years, I labored learning all aspects of exterior grounds services, from mowing, weeding, and edging to insect/disease control to irrigation. Before the advent of technology, I would carry books around in my truck to help me diagnose issues I would come across. When I could, I would attend horticulture classes at night to earn the right and privilege to call myself a professional. It is my greatest accomplishment, and I embrace it with pride and satisfaction.

What motivates you on a Monday morning?

I am motivated knowing that I will spend the day visiting job sites to perform quality assurance inspections. It is exciting to have the opportunity to see the products our team produces and spend time with them in the field to talk about the property and the product.

I get to share the experience and knowledge I learned over the years with these men and women, and I can learn from them when we are in the field together.



Scott Carlson | Vice President & GM

What does it mean to you to be a landscape professional?

Having had the opportunity to begin a career as a golf professional at a very young age, I developed a love for well-groomed landscapes. They create a sense of calm and appreciation with their color and lines, and I am proud to know that I contribute to that by being a landscape professional.

I enjoy having the opportunity to watch the men and women in the organization grow in their confidence and creativity and hear the positive feedback from our clients and the compliments we receive from members of the public for our work.

What motivates you on a Monday morning?

I get excited knowing that the day and the week are going to present both challenges and opportunities. Challenges are just opportunities for us to refine our processes and train our people to ensure we provide a quality product beyond what our clients are anticipating.

The opportunities are just an extension of the challenges. Over the ten years, I have been with LMP, I have watched the organization grow organically as our clients refer us to their partners. I have had the privilege of watching the LMP family members grow, develop, and advance in their careers, and it continues to bring me enjoyment.



Garth Rinard

**Certified Pest Control Operator, GI-BMP
Dover | Branch Manager**

**Background**

My horticultural career began as a means for an income. What started as a part-time job quickly became a residential lawn service. At the same time, I was engaged in selling residential real estate after completing a business degree at the University of Florida. Eager to learn more about the profession I had become enamored with, I joined a commercial landscape company to further my skill set. I have remained in the business for more than 33 years, acquiring operational knowledge and certifications.

Qualifications

I am a Certified Pest Control Operator specializing in Lawn and Ornamental pests. I am certified in the Green Industries Best Management Practices (GI-BMPs) program for lawn care and landscape maintenance.

Customer Philosophy

Communication is the cornerstone of any relationship; we must understand a client's vision for their landscape and assess how to best provide the services needed to make that vision a reality. The most proactive and comprehensive way to achieve these goals is to communicate consistently, openly, and thoroughly.

Employee Philosophy

Employees are the first-line client of any organization; they are the physical and emotional ambassadors of what a client can expect from an organization regarding commitment, integrity, professionalism, and abilities.

My philosophy is based on the ability to communicate openly and effectively. I focus on making sure my team has high morale and job satisfaction. We make it a practice to train and mentor our employees, ingrain the culture of accountability and teamwork we adopted several years ago and encourage them to grow.

What it Means to Me

To be involved in the green industry is an opportunity to cultivate a healthy environment and future caregivers. In an industry that is continuously evolving, learning opportunities are tremendous. Our responsibility is to share our knowledge and passion with prospective landscapers, horticulturists, and arborists.

Erwing Martinez

Landscape University, GI-BMP
Wesley Chapel | Branch Manager



Background

I have been in the landscape industry for over 30 years, joining LMP in 2020 as the Operations Manager for the Wesley Chapel branch. Consistency is critical to a property owner or manager; knowing the goals and having a solid foundation of principles has been vital to my success. Before joining LMP, I served as Service Manager Interiorscape Division for From The Ground Up for two years, Ecoscape Department Manager for Chemlawn for two years, Business Developer for ValleyCrest for nine years, and Operations Manager for Vivicon for fifteen years.

Qualifications

I believe my most important asset is the vast experience I have had within the industry, extensive training, continuing education. I enjoy merging my skill set and creativity with a keen eye for detail, implementing good design and sustainable horticulture assets.

Customer Philosophy

I see customers as a partnership, all striving to do what is right and build on a mutually beneficial relationship. I understand each client's specific wants and needs and dedicate myself and the team to meeting and exceeding these requirements.

Employee Philosophy

Quality service is reflected in all our employees in all of employees each moment they are on the job. I strive to lead in a direction that reduces the chances of failure. But more importantly, allowing our LMP Family to be mentored and motivated to improve tenure.

What it Means to Me

I was drawn to LMP because I believe in a company that is respected as a leader, as well as creating and implementing well proven systems that are effective. As Branch Manager, I manage and lead a team servicing a territory from Citrus to Pinellas county. I am committed to supporting our clients' short and long-term growth objectives and advancing LMP's excellent industry reputation and brand by providing exceptional service and quality through a highly trained team. Ensuring timely, efficient communication and consistency is a priority I provide our clients. I want to be proud of the positive difference I have made in someone's life.

Christopher Berry

GI-BMP

Sarasota | Branch Manager



Background

I have been involved in the landscaping industry for more than 15 years now, where I began in the Sarasota area as a supervisor and irrigation technician. Since that time, I have had the opportunity to learn about the physical and financial operations of the industry and have been involved in the new construction side of the business and the maintenance side.

Qualifications

I have a background in aviation and have spent time procuring various certifications related to landscaping, including Best Management Practices (BMP), Planning and Management Services, Lake and Wetland Management, Core Pesticide Safety Training. I also have licenses related to Lawn and Ornamental Pesticide Applications and Aquatic Pesticide Applications.

Customer Philosophy

My philosophy is to treat each client with respect and demonstrate that we are professionals operating from a place of integrity, accountability, and experience.

Employee Philosophy

Demonstrate compassion, respect, and trust for each member of your team.

Foster empowerment to help employees own their work and take responsibility for their results.

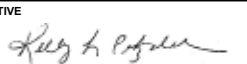
What it Means to Me

The personal satisfaction I receive from helping a customer or an employee means a great deal to me. I find it very rewarding to act as a steward and representative of the landscape industry.

Licensure & Certifications

Our commercial landscapers are degreed, accredited, and certified to handle all aspects from lawn maintenance to plant health diagnosis. Our landscapers receive constant training to ensure that they stay up to date with the latest guidelines, information, and procedures they will be implemented on a day-to-day basis.

Certificate of Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/21/2022			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Stahl & Associates Insurance Inc. 110 Carillon Parkway St Petersburg, FL 33716		CONTACT NAME: PHONE (A/C, No, Ext): (727) 391-9791 FAX (A/C, No): (727) 396-3562 E-MAIL ADDRESS: certificates@stahlinsurance.com		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company NAIC # 10178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
INSURED Landscape Maintenance Professionals Inc. DBA LMP P O Box 267 Seffner FL 33583-0267							
COVERAGES		CERTIFICATE NUMBER: August 2021 Rewrite		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			TBD	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TBD	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$ 0			TBD	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TBD	08/01/2022	08/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased or Rented Equipment			TBD	08/01/2022	08/01/2023	Limit 75,000 Deductible 2,500
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
FOR INFORMATION PURPOSES ONLY ***** *****				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

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ACORD 25 (2016/03)

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Business Tax Receipts

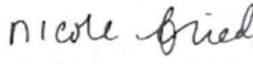
2021 - 2022		HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT	EXPIRES SEPTEMBER 30, 2022	ACCOUNT NO. 216156
OCC. CODE 330.001009		RETAIL STORE WITHOUT HAZARDOUS WASTE SURCHARGE		RENEWAL
			Receipt Fee	30.00
			Hazardous Waste Surcharge	0.00
			Law Library Fee	0.00
2021 - 2022				
BUSINESS		LANDSCAPE MAINTENANCE PROFESSIONALS INC 13050 E HWY 92 DOVER, FL 33527		
NAME		LANDSCAPE MAINTENANCE PROFESSIONALS INC		
MAILING ADDRESS		PO BOX 267 SEFFNER, FL 33583		
		Paid 20-0-556362 09/08/2021 30.00		
BUSINESS TAX RECEIPT		NANCY C MILLAN, TAX COLLECTOR 813-635-6200 THIS BECOMES A TAX RECEIPT WHEN VALIDATED.		

2021 - 2022		HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT	EXPIRES SEPTEMBER 30, 2022	ACCOUNT NO. 25734
OCC. CODE 280.030001		LAWN MOWING/LANDSCAPING SERVICE MORE THAN 3 EMPLOYEES		RENEWAL
			Receipt Fee	150.00
			Hazardous Waste Surcharge	40.00
			Law Library Fee	0.00
2021 - 2022				
BUSINESS		LANDSCAPE MAINTENANCE PROFESSIONALS INC 13050 E 92 HWY DOVER, FL 33527		
NAME		LANDSCAPE MAINTENANCE PROFESSIONALS INC		
MAILING ADDRESS		PO BOX 267 SEFFNER, FL 33583		
		Paid 20-0-556362 09/08/2021 190.00		
BUSINESS TAX RECEIPT		NANCY C MILLAN, TAX COLLECTOR 813-635-6200 THIS BECOMES A TAX RECEIPT WHEN VALIDATED.		

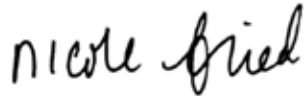
2021 - 2022		HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT	EXPIRES SEPTEMBER 30, 2022	ACCOUNT NO. 241489
OCC. CODE 330.000010		NURSERY/PLANT		RENEWAL
			Receipt Fee	30.00
			Hazardous Waste Surcharge	40.00
			Law Library Fee	0.00
2021 - 2022				
BUSINESS		LMP INC TREE & SHRUB 13050 US 92 E DOVER, FL 33527		
NAME		LMP INC TREE & SHRUB		
MAILING ADDRESS		PO BOX 267 SEFFNER, FL 33583		
		Paid 20-626-004495 07/20/2021 70.00		
BUSINESS TAX RECEIPT		NANCY C MILLAN, TAX COLLECTOR 813-635-6200 THIS BECOMES A TAX RECEIPT WHEN VALIDATED.		

PASCO COUNTY BUSINESS TAX RECEIPT		2022
Issued pursuant to and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.		Expires September 30th
ACCOUNT #:	89302	
SIC CODE:	0781.01	
MIKE FASANO TAX COLLECTOR PASCO COUNTY FLORIDA		TYPE OF BUSINESS LANDSCAPING SERVICE
LANDSCAPE MAINTENANCE PROFESSIONALS INC PO BOX 267 SEFFNER, FL 33583-0267		STATE LICENSE #
		OWNER/QUALIFYING AGENT CASTILLO ORLANDO JR, CARLSON SC
		LOCATION ADDRESS: 26324 WESLEY CHAPEL BLVD LUTZ, FL 33559-7208
		MOBILE BUSINESS
DATE	RECEIPT	AMOUNT
09/10/2021	21-0-122619	113.75

Florida Agriculture Dealer License

	State of Florida Department of Agriculture and Consumer Services Division of Consumer Services 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500	Registration No.: AD2008 Issue Date: January 27, 2022 Expiration Date: January 20, 2023
	License as Dealer in Agriculture Products Section 604.15-604.30, Florida Statutes	
POST CERTIFICATE CONSPICUOUSLY	LMP INC TREE & SHRUB 13050 E US HIGHWAY 92 DOVER, FL 33527-4106	 NICOLE "NIKKI" FRIED COMMISSIONER OF AGRICULTURE

Certificate of Nursery Registration

	B108113	
	Florida Department of Agriculture and Consumer Services	
CERTIFICATE OF NURSERY REGISTRATION		
Section 581.131, F.S. and Rule 5B-2.002, F.A.C 1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700		
NICOLE "NIKKI" FRIED COMMISSIONER		
ISSUED TO:		
LMP INC. TREE AND SHRUB CASTILLO, ORLANDO PO BOX 267 SEFFNER, FL 33583-0267		THIS CERTIFICATE EXPIRES: 01/21/2023
		FEE PAID: \$100.00
REGISTRATION NO.: 48009485		DATE ISSUED: 01/21/2022
THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.		
THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.		
		
FDACS-08002 Revised 05/05		NICOLE "NIKKI" FRIED Commissioner of Agriculture



CITY OF CLEARWATER

Post Office Box 4748, Clearwater, Florida 33758-4748
City Hall, 112 South Osceola Avenue, Clearwater, Florida 33756
Telephone (727) 562-4040 Fax (727) 562-4052

REG-0023075

2021-2022 BUSINESS REGISTRATION

THIS REGISTRATION MUST BE IN YOUR POSSESSION WHEN WORKING IN CLEARWATER.

Owner Name/Address
LANDSCAPE MAINTENANCE
PROFESSIONALS INC
P O BOX 287
SEFFNER, FL 33583

Business Name
LANDSCAPE MAINTENANCE
PROFESSIONALS INC
REGISTRATION

Category

Quantity

038320 Contractor: Landscaping/tree surgery
038330 Contractor: Lawn, yard and garden
care

REGISTRATION / HILLSBOROUGH CO / DACS
#68795-5

CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS

LICENSE	PERIOD BEGINNING	PERIOD ENDING	PRINT DATE
2021 - 2022	October 1, 2021	September 30, 2022	September 14, 2021
FEE TYPE		CHECK NO.	RECEIPT
Registration Fee		19603	638113
		28.00	28.00

TOTAL RECEIVED 28.00

THE ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY ZONING LAWS OF THE CITY OF CLEARWATER NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER LICENSE, PERMIT OR IMPOSED TRAFFIC IMPACT FEES.

ANY CHANGE IN THE BUSINESS LOCATION, NAME, OR OWNERSHIP MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT.

NON-REFUNDABLE

Lina O. Clayton

DEMA CLAYTON, DIRECTOR CLIP HERE

State of Florida Department of State

I certify from the records of this office that LANDSCAPE MAINTENANCE PROFESSIONALS, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1999.

The document number of this corporation is P99000109381.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on May 20, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of June,
2021



Randy Bee
Secretary of State

Tracking Number: 2092353492CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

City of Tampa Minority Business Enterprise



City of
Tampa
Florida

Minority and Small Business Development

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

Landscape Maintenance Professionals, Inc. DBA LMP, Inc.

is hereby certified as a

Minority Business Enterprise (MBE)

In the following specialty(ies)

Landscape and Lawn Maintenance Services; Irrigation Systems Sales/Installation

The certification is valid from April 14, 2022 to April 23, 2024

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart
Gregory K. Hart, Manager
Minority and Small Business Manager



Certified Horticulture Professional & Landscape Design	
Paula Means	
Anna McCoon	

Florida Nursery, Growers, and Landscape Association (FNGLA) Florida-Friendly Landscaping Certified Professionals (FFLCP) These trained professionals have demonstrated the ability to recognize and address common landscape issues using environmentally sustainable landscape management practices that help preserve and protect Florida's water and natural resources.



LMP customizes horticultural care to your plantings and your property's requirements. Thanks to this knowledge and expertise, we provide top quality, expert horticulture service in all areas of your landscaping, including tree and shrub planting and care; flower bed design, planting, and care; lawn care and maintenance; container planting, and more.

LMP Guiding Principles

- Improve User Experience
- Create Unity through Consistency & Repetition
- Strong Lines make for Strong Designs
- Straight Lines vs Curved Lines
- Keep Balance & Symmetry in Mind
- Direct attention with Form, Shape, & Scale
- Inspire Emotional Context with Texture & Color
- Design for People



Certified GI-BMP Instructor

Green Industries Best Management Practices (GI-BMPs) is an educational program for lawn-care and landscape maintenance people. The GI-BMP program teaches environmentally safe landscaping practices that help conserve and protect Florida's ground and surface waters.



GI-BMP Certifications

Alvaro Balderrama Zarate	GV405725-1	Felix Laporte	GV402063-1	Miguel Jesus Martinez	GV401765-1
Alvin Windham	GV911478-1	Gabriel Miron Torres	GV397716-1	Mike Davidson	GV405387-1
Ana Guillen		Ismael Bello	GV401469-1	Nelson Calderon	GV18173-2
Andres Gaspar Esteban	GV401614-1	Jimmy Molina Valdez	GV39799-1	Nicholas Porter	GV26918-1
Andres Lopez Juan	GV14789-1	Johannes Maceira	GV91103-1	Nicholas Sanborn	GV405393-1
Angel Cartagena	GV915833-1	Jorge Diaz		Paul Gomez	GV12405-1
Angel Miron	GV397990-1	Jose Montiel	GV911957-1	Paula Means	GV34217-1
Angel Monterroso	GV401763-1	Jose Reyes Montoya	GV397993-1	Raul Velazques	
Auner Lopez	GV397988-1	Jose Rios	GV910340-1	Rigo Berto Cruz	GV911954-1
Bill Leavens	GV20498-1	Jose Ruiz Planas	GV397996-1	Roberto Centeno	
Bill Maxwell	GV916046-1	Jose Torres Cortes	GV912633-1	Rufino Jahuey	GV397714-1
Bobby Law	GV12409-1	Joseph Bond	GV29832-1	Samuel Martel	GV406648-1
Bonifacio Villegas	GV23038-1	Kelly Ann Vickers	GV36130-1	Scott Carlson	GV11210-1
Carlos Picazo Gomez	GV29838-1	Kevin Toole	GV406651-1	Stephen Fletcher	GV19329-1
Chris Holt	GV915580-1	Ledarin Ragins	GV405390-1	Steve Small	GV29846-1
David Fontanez Velazquez	GV401471-1	Leon Jennings	GV4512-1	Teresa Fuentes	GV912631-1
David Gomez	GV4613-1	Luis DeJesus	GV911954-1	Thomas Nelson	GV12398-2
David Manfrin	G29844-1	Luis Diaz	GV911027-1	Tyree Brown	GV18611-1
David Mason	GV14131-2	Manuel Barron Rivera	GV401468-1	Victor Rubio-Balli	GV401768-1
Edgar Navarro		Maria Felix	GV911322-1	Walter Ruiz	GV440539-1
Eduardo Gomez Lopez	GV911955-1	Marvin Diego Antonio	GV401762-1	William Driskell, Sr.	GV19062-1
				William Gipp	GV000037-1

Florida Department of Agriculture and Consumer Services (FDACS)



Limited Commercial Fertilizer Applicator Licenses

Nelson	Calderon	LF233541
Alex	Figueroa	LF242457
Stephen	Fletcher	LF219686
Carlos	Gomez	LF225682
David	Mason	LF279730
Scott	Richardson	LF263836
Jose	Rios	LF284218
Robert	Tabone	LF184018
Bonifacio	Villegas	LF219742

Pest Control Operator

Scott	Richardson	JF327415
Garth	Rinard	JF159948
Robert	Tabone	JF250513

Limited Lawn & Ornamental Management Operator

Alex	Figueroa	JF287006
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Florida Department of Agriculture and Consumer Services (FDACS)



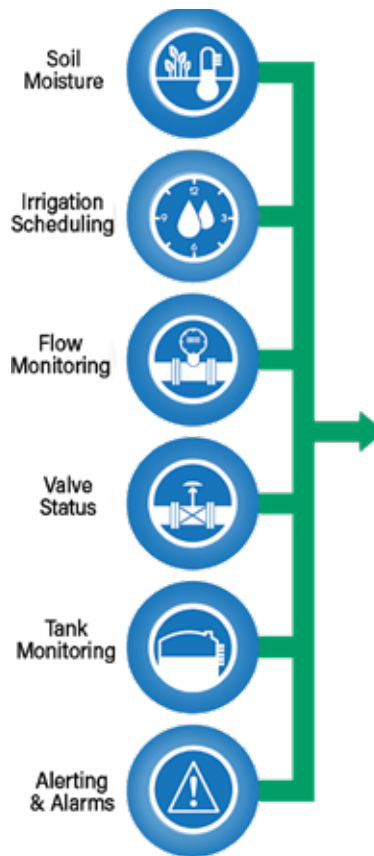
Pesticide Applicator License

Ramon	Barbosa	JE327033	Paula	Means	JE287366
Joseph	Bond	JE207834	Andres	Melo	JE266670
Ricardo	Burgos-Sepulveda	JE252127	Angel	Miron	JE284078
Nelson	Calderon	JE186565	Gabriel	Miron Torres	JE201115
Candido	Gaspar Juan	JE272937	Edgardo	Navarro	JE201115
Michael	Davidson	JE116766	Hector	Ortiz	JE280379
Luis Ernesto	Diaz	JE266583	Esteban	Portillo-Castro	JE307203
Alex	Figueroa	JE243326	Ledarin	Ragins	JE205518
Stephen	Fletcher	JE199332	Sotero	Ramos	JE277849
Carlos	Picazo Gomez	JE201112	Scott	Richardson	JE254469
Nayeli	Gomez Diaz	JE325314	Garth	Rinard	JE29820
Alejandro	Juarez	JE252128	Jose	Rios	JE283843
Rigaud	Lafortune	JE262585	Rueben	Rivero Hernandez	JE280376
Felix Carlos	Laporte	JE237375	Sergio	Rojas	JE257142
Robert	Law	JE136722	Jose	Ruiz	JE230001
William	Leavens	JE138769	Nicholas	Sanborn	JE170039
Auner	Lopez	JE243116	Roman	Santa Maria	JE312806
Andres	Lopez Juan	JE257877	Luis	Santana	JE280377
Erwing	Martinez	JE49895	Steven	Small	JE170038
David	Mason	JE174601	Robert	Tabone	JE52727
William	Maxwell	JE309033	Lorenzo	Vargas	JE206681
Anna	McCoon	JE55208	Bonifacio	Villegas	JE204496

Irrigation Certifications

Landscape Maintenance Professionals, Inc. is a licensed and insured certified irrigation system contractor that employs numerous certified irrigation technicians. The LMP Irrigation team is dedicated to providing the highest quality and the highest standard of customer satisfaction. We are fully vetted and ready to give the best solution for your commercial irrigation project.

Our goal at LMP is to provide each customer with the proper volume of sprinkler head coverage to move water around their lawn efficiently.



Javier Bellido
has successfully completed the
X2 Controller Specialist
ONLINE TRAINING PROGRAM

Phil Korman
Phil Korman, CEO, LMA, LMAA
Product Training Manager

John D. Bell
John D. Bell, LMA, LMAA
Landscape Irrigation and System Lighting

Hunter



Sam Martel
has successfully completed the
Hunter Product Technician
ONLINE TRAINING PROGRAM

Phil Korman
Phil Korman, CEO, LMA, LMAA
Product Training Manager

John D. Bell
John D. Bell, LMA, LMAA
Landscape Irrigation and System Lighting

Hunter



Arbor Certifications

An arborist, by definition, is an individual trained in the art and science of planting, caring for, and maintaining individual trees. Arborists are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly.

Proper tree care is an investment that can lead to substantial returns. Well-cared-for trees are attractive and can add considerable value to your property. Poorly maintained trees can be a significant liability. Pruning or removing trees, especially large trees, can be dangerous work. Tree work should be done only by those trained and equipped to work safely in trees.



Continuing Education

LMP supports the professional development of employees. Beyond staying current, continuing education provides an opportunity to leap ahead and our expertise further. If employees are excited about their work, they typically put more effort into it, produce better results, and are happier in the long run.



Operating Permit



E-Verified





A successful landscape maintenance engagement is driven by the performance of services by qualified and experienced individuals and their access to well-maintained equipment and vehicles. LMP has three full-time mechanics, supported by mechanic assistants, who oversee the vehicles in its fleet and minor engine repairs. LMP has over ninety vehicles in its fleet and more than four hundred pieces of equipment that it utilizes to perform professional services, including:

Make	Model	Year	Totals
Chevy	4500 LCF Crew Cab w/ 14ft Landscape Dump	2021 [2]	2
GMC	Canyon	2022 [1]	1
Chevy	Colorado	2022 [1] 2018 [4] 2021 [3] 2016 [3] 2020 [4] 2015 [2] 2019 [3]	20
Ford	F-150	2013 [3] 2009 [1] 2011 [6] 2006 [1] 2010 [4]	15
Ford	F-250	2022 [2] 2013 [1] 2020 [1] 2012 [5] 2017 [1] 2011 [5] 2016 [1] 2010 [1] 2015 [2] 2008 [3] 2014 [1] 2006 [3]	20
Ford	F-350	2006 [1] 1999 [1] 2002 [1]	3
Ford	F-450	2011 [1]	1
Ford	F-550	2001 [1] 1999 [1]	2
Freightliner	M2-106	2020 [1]	1
Isuzu	NPR Crew Cab	2016 [2]	2
Isuzu	NPR Crew Cab	2018 [3]	3
Isuzu	NPR HD	2020 [1]	1
Isuzu	NPR HD Crew Cab	2021 [2]	2
Isuzu	NPR w/ Dump Body	2022 [1]	1
Isuzu	NQR	2018 [2]	2
Isuzu	NQR w/ Dump Body	2020 [3]	3
Nissan	NV200	2018 [1] 2014 [2] 2015 [2]	5
Ford	Ranger	2011 [1] 2008 [1]	2
GMC	Sierra 1500	2008 [1]	1
Chevy	Silverado 1500	2013 [2] 2011 [1]	3
Isuzu	Spray	2005 [1]	1
Ford	Transit Connect XL Cargo Van LWB	2022 [3]	3

At Landscape Maintenance Professionals, we have the tools necessary to take care of your lawn properly. All of our equipment is state of the art and regularly maintained and cleaned to ensure you're getting the best service available for your commercial property.



Manufacturer	Description	In Rotation
Stihl	28.4 CC Edger	2
Stihl	28.4 CC Straight Shaft Trimmer	3
Sthil	Blower	105
Husqvarna	Blower	13
Billy Goat	Blower	4
Bread Cyclone	KB4 Pull Behind Blower	1
Bobcat	S570 T4 Bobcat	1
Echo	Chainsaw	1
Sthil	Chainsaw	10
Sthil	Edger	82
Husqvarna	Edger	13
Echo	Edger	2
John Deere	Gator	7
Sthil	Hedge Trimmer	36
Husqvarna	54" Stand On Mower	1
Husqvarna	Husqvarna 60" ZTR	1
Husqvarna	Husqvarna 72" ZTR	3
Toro	Lake Shore Trimmer	1
Stihl	Long Trimmer	3
TORRO	48" Recycle Kit Mower	2
TORRO	48" Walk-Behind Mower	2
TORRO	60" Recycle Kit Mower	16
TORRO	72" ZTR Turbo Force Mower	2
ExMark	Push Mower	1
ExMark	Riding Mower 60"	5
ExMark	Riding Mower 72"	8
ExMark	Walk-Behind Mower	10

Manufacturer	Description	In Rotation
ExMark	Zero Turn Mower	5
TORRO	Two Wheel Sulky	10
Stihl	Pole Pruner	11
Stihl	Pole Saw	6
Gravely	Pro Stance	3
Little Wonder	Push Blower	2
Bravo 25	Push Mower	2
ExMark	Push Mower	2
Husqvarna	Push Mower	1
Mc Lane	Reel Mower	1
Stihl	Saw	6
Husqvarna	Saw	1
Stihl	Shear	7
Stihl	Short Trimmer	6
Husqvarna	Short Trimmer	2
ExMark	Sprayer	6
ExMark	Stand-on	8
Stihl	String Trimmer	94
ExMark	Turf Tracer	6
Pace	Push Mowers	2
Echo	Water Pumps	2
Echo	Weed Eater	4
Stihl	Whip	28
ExMark	Zero Turn Mower	9
Husqvarna	Zero Turn Mower	18
John Deere	Zero Turn Mower	1

Community

We are proud to be a family-owned and operated business with a vision of success as we partner with our customers to enhance their properties. As a company comprised of managers and employees who live where we work, we're also focused on improving the areas we serve. Over the years, we have partnered with many organizations to help our community, and below are just a few.

Department of Veterans Affairs | Beautification of the Community Living Center Gardens
Dignity Memorial | Vietnam Wall Experience
Keep Pinellas Beautiful | Honeymoon Island State Park Adopt-A-Dune
Pasco County UFIFAS Extension Luggage of Love Drive
Boricuas de Corazon Inc. Food Giveaway & Blood Donation
Youth Garden Grant | Kid's Gardening
Florida Water's Stewardship Program

Associations

Building Owners and Managers Association Greater Tampa Bay | BOMA
Community Associate Institute Suncoast Chapter | CAI
Community Associate Institute West Florida Chapter | CAI
Certified Pest Control Operators Association of Florida | CPCO
Commercial Real Estate Women Tampa Bay Executive Council | CREW
Florida Gulfcoast Association of Realtors | FGCAR
Florida Nursery, Growers & Landscape Association | FNGLA
Leadership Tampa Bay Alumnae | LTB
National Association of Landscape Professionals | NALP



Awards

Lawn & Landscape | Top 100 Landscaping Firms #36 | 2013
Tampa Bay Business Journal | Top Commercial Landscape Firms | 2013 & 2017
Tampa Bay Business Journal | Top 25 Minority-Owned Businesses | 2014
Planet | National Landscape Award of Excellence | Cory Lakes CDD Merit Award | 2014
Business Observer | Gulf Coast Top 500 Companies | 2017
The American Registry | America's Most Honored Businesses Top 1% | 2018
Landscape Management | LM150 Largest Landscape Companies | 2018
Florida Community Association Journal | FLCAJ Readers' Choice Award | 2017 - 2018 - 2019
BOMA | Toby Award | Suburban Office Park Mid-Rise (6-10 stories) Corporate Center I - IV at International Plaza
Cousins Properties | Corporate Center at International Plaza | Patrick Gehm | 2020



SECTION IV Experience



Client Profiles

” *We strive to build relationships that make things grow.*

Corporate Center at International Park | Commercial

The Corporate Centers at International Plaza, winners of the Building Owners and Managers (BOMA) “Building of the Year” in 2019 and 2020, encompasses four state of the art office complexes on a sprawling campus within walking distance to the upscale International Plaza, offering high visibility on Boy Scout Boulevard and is a LEED Gold Certified building.

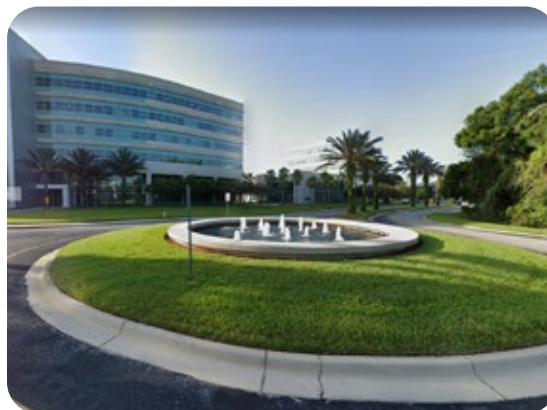
Management Company	Cousins Properties
Contact	Patrick Gehm
Telephone	(813) 421-8702
Email	pgehm@cousins.com
Contract Start Date	March 15, 2015



Highwoods Preserve | Commercial

Highwood Preserve is a 1.8 million SF Class-A office, retail, and entertainment development in Hillsborough County. Professionally managed by Highwoods, the management company is committed to ensuring that the grounds of the office complexes are healthy, colorful, and well maintained. LMP was selected as the landscape provider of choice in 2017.

Management Company	Highwoods Properties
Contact	Venus Rodriguez
Telephone	(813) 416-3995
Email	venus.rodriguez@highwoods.com
Contract Start Date	January 1, 1999



100 Carillon Parkway | Commercial

100 Carillon Parkway is a three-story, 79,701 square-foot Class A office building located in Carillon Park, Pinellas County's premier business park. Other features within Carillon Park include the BayCare Wellness Center, 4-Star Hilton Hotel, a nature preserve with boardwalks and running trails Professionally managed by Sabil Hill, the management company is committed to ensuring that the grounds of the office complexes are healthy, colorful, and well maintained.

Management Company	Sabal Hill, LLC
Contact	Rob Chisholm
Telephone	(813) 281-1281
Email	chisholm@sabalahill.com



Urban Centre | Commercial & Hospitality

Urban Centre is a Class A multi-tenant office complex, hotel, and retail location in the Tampa Westshore market. Consisting of two 9-story buildings with exceptional amenities to its tenants and visitors, the Urban Centre provides direct access to the Westshore Grand Hotel through the office complex’s lobby.

Management Company	Jones Lang LaSalle
Contact	Erin Smith
Telephone	(813) 286-4316
Email	erin.smith@am.jll.com
Contract Start Date	July 1, 2009



Tampa Bay Park Corporate Center | Commercial

Tampa Bay Park offers seven state-of-the-art buildings located within 72 acres of green space with 26 acres of lakes, and centrally located in Tampa Bay Park in the Westshore submarket at of Himes Avenue and Dr. M.L.K. Jr. Boulevard. The Tampa Bay Park campus encompass seven state-of-the-art office complexes with a parking garage, and common areas. Professionally managed by Highwoods Properties, the management company is committed to ensuring that the grounds of the office complexes are healthy, colorful, and well maintained.

Management Company	Highwood Properties
Contact	Mike Dean
Telephone	(813) 876-7000
Email	michael.dean@highwoods.com
Contract Start Dare	April 1, 2021



Cypress Creek Town Center | Retail

Cypress Creek Town Center is a Super Regional Shopping destination in the dynamic Wesley Chapel growth corridor on one of the most highly trafficked intersections in Florida.

The mixed-use Town Center comprises more than 150-acres surrounding the Tampa Premium Outlets and Costco at the intersection of I-75 & State Road 56. Anchored by Tampa Premium Outlets, with over 110 stores and Costco Wholesale. Tampa Premium Outlets opened in October 2015, and development is ongoing. Surrounded by nature, Cypress Creek Town Center features wetland conservation and borders the Cypress Creek Preserve, a nature park, and conservation land.

Management Company	Sierra Properties
Contact	Brent Whitley
Telephone	(813) 484-2288
Email	brentwhitley@sierra-properties.com
Contract Start Date	February 1, 2019



SIERRA PROPERTIES

Sarah Vande Berg Tennis & Wellness Center | Commercial & Athletic

The Sarah Vande Berg Wellness Center is a health and wellness complex in Zephyrhills, Florida. Situated on 10 acres off Simons Road in Zephyrhills, the Sarah Vande Berg Tennis Center is a USTA sanctioned tennis facility featuring a variety of tennis courts to train every professional.

Management Company	SVB
Contact	Pascal Collard
Telephone	(610) 888-5599
Email	pascal.collard@svbtenniscenter.com
Contract Start Date	October 12, 2020



Cory Lakes Community Development District | CDD

Cory Lake is a gated community offering a 165-acre skiing and boating lake, tennis courts, three playgrounds, a hockey/skate rink, beach volleyball court, basketball courts, and a large sand beach area for playing and sunning. Most homes are waterfront properties, have water views, or have views of the 1700 acre adjoining nature preserve. The community roads are elegantly brick-paved, and lush tropical foliage lines the two entries and other common areas.

Management Company	Wrathell, Hunt and Associates
Contact	John Hall
Telephone	(813) 924.4673
Email	clcddfm@corylakescdd.net
Contract Start Date	December 1, 2019
Contract Value	\$343,900.00



Harrison Ranch Community Development District | CDD

Harrison Ranch is a planned Community Development District (CDD) consisting of approximately nine hundred fifty-five (955.04) acres of land located in Manatee County. The unique features afforded the homeowners include access to seven miles of nature trails, soccer fields, community picnic areas, tennis courts, and a community pool.

Management Company	Rizzetta & Company, Inc.
Contact	Barbara McEvoy
Telephone	(941) 776-9725
Email	bmcevoy@rizzetta.com
Contract Start Date	November 18, 2019
Contract Value	\$364,800.00



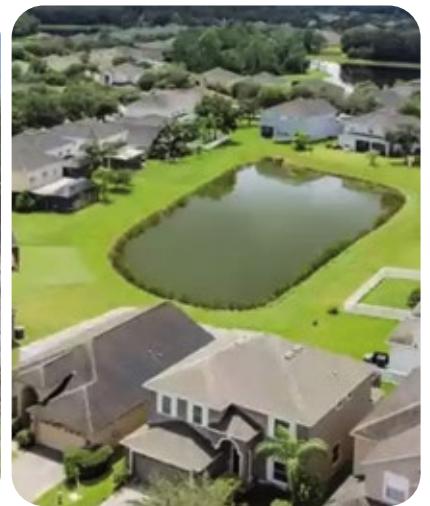
Rizzetta & Company
Professionals in Community Management



Heritage Isles Golf & Country Club Community Development District | CDD

Heritage Isles Golf and Country Club is a large, master planned community in Hillsborough County, part of the City of Tampa. It is a community of over 866 single family Residences and 154 town homes, known as Nassau Pointe. Heritage Isles amenities include golf course, children's play area, recreational Center, volleyball, community swimming pools, sauna, tennis court, and security gate.

Management Company	Inframark, Infrastructure Management Services
Contact	Rich Unger, Director of CDD Operations
Telephone	(813) 907-7388
Email	HIManager@hicdd.org
Contract Start Date	October 1, 2019
Contract Value	\$175,000.00



Belmont Community Development District | CDD

The Belmont community, located in Hillsborough County, FL, contains over 2,120 single-family residential homes. This master-planned community also includes a school, amenity center, and park site. Belmont is in the Bullfrog Creek basin and contains a natural habitat preserve surrounding the creek.

Management Company	GMS Management Services
Contact	Kristen Brooks, Chairman
Telephone	(404) 723-1245
Email	Boardmember5@belmontcdd.com
Contract Start Date	October 1, 2020
Contract Value	\$402,500.00



Panther Trace Community Development District | CDD

Panther Trace is a planned Community Development District (CDD) consisting of over seven hundred eighty-five acres of land located entirely within Hillsborough County. The unique features afforded the homeowners include a pool, tennis, basketball, and volleyball courts, and a multipurpose field.

Management Company	DPFG, Inc.
Contact	Monica Vitale, Facilities Director
Telephone	(813) 671-8023
Email	ptrecentermanager@verizon.net
Contract Start Date	November 16, 2015
Contract Value	\$158,664.00



Venetian Community Development District | CDD

The Venetian is a planned Community Development District (CDD) consisting of approximately nine hundred sixty-four (964.03) acres of land located in North Venice, situated on the Myakka River. A gated, golf course community, offering exceptional views of fairways, ponds, and nature.

Management Company	Rizzetta & Company, Inc.
Contact	Keith Livermore, District Field Manager
Telephone	(941) 485-8500
Email	fieldmanager@vcdd.org
Contract Start Date	September 26, 2019
Contract Value	\$332,845.00



Rizzetta & Company
Professionals in Community Management



LMP Landscape
Maintenance
Professionals, Inc.SM

Watergrass I Community Development District | CDD

WaterGrass is a 997-acre family-oriented residential community in Eastern Pasco County, known for its attention to detail. WaterGrass offers various amenities, including the multi-million dollar community center with athletic courts, resort-style pool, water park, junior Olympic pool, and a convenient park and bicycle path system. From the parks, the private lake, and trees, to the gentle curves of the streets and plant selection in the lush landscaping, it is a master-planned community like no other.

Management Company	Meritus Corp.
Contact	Gene Roberts
Telephone	813-873-7300 Ext. 397
Email	gene.roberts@merituscorp.com
Contract Start Date	September 1, 2017
Contract Value	\$162,636



Watergrass II Community Development District | CDD

WaterGrass is a 997-acre family-oriented residential community known for its attention to detail. WaterGrass offers a variety of amenities, including the multi-million dollar community center with athletic courts, resort-style pool, water park, junior Olympic pool, and a convenient park and bicycle path system. From the parks, the private lake, and trees, to the gentle curves of the streets and plant selection in the lush landscaping, it is a master-planned community like no other.

Management Company	Inframark, Infrastructure Management Services
Contact	Andy Mendenhall
Telephone	(813) 991-1116 Ext. 1002
Email	andy.mendenhall@inframark.com
Contract Start Date	February 1, 2021
Contract Value	\$518,580



Triple Creek Community Development District | CDD

Triple Creek is a 990-acre master-planned Community Development District (CDD) located in Hillsborough County, Florida. Landscape Maintenance Professionals, Incorporated was selected as the landscape provider for Triple Creek and as its construction partner for its ongoing land development initiatives.

Management Company	Rizzetta
Contact	Alex Garces
Telephone	(813) 699-9065
Email	boardmember5@triplecreek.com
Contract Start Date	December 1, 2020
Contract Value	\$503,108.00



Rizzetta & Company
Professionals in Community Management



Ventura Bay Homeowner's Association | HOA

Ventura Bay is a 206 single town home community located on 32 acres in Riverview, Florida. Ventura Bay Community is a fabulous place to call home with a large pool, clubhouse, playground, basketball courts, and walking trails.

Management Company
Contact
Telephone
Email
Contract Start Date

Leland Management
Mary Fritzler
(727) 451-7902
Mfritzler@lelandmanagement.com
March 4, 2019



Willowbend Community Association | HOA

Willowbend is a maintenance-free community encompassing nearly 130 acres in Osprey, Florida. The property abuts Oscar Scherer State Park, with its fishing, canoeing, kayaking, bicycling, hiking, and bird-watching. Amenities include a community center with pool, fitness center, and outdoor kitchen, along with several outdoor amenities and an active community social calendar.

Management Company
Contact
Telephone
Email
Contract Start Date

Sentry Management
Scott Brundrett, President
(770) 380-0225
willowbendpresident@gmail.com
October 1, 2019



Hawk's Point West Homeowner's Association | HOA

Hawks Point West Homeowners Association is a gated community comprised of 188 town homes and 220 single family homes in Ruskin. This community shares a clubhouse and gym with the Hawks Point community but also have their own pool and pavilion. Boasting several outdoor amenities, including two playgrounds, a dog park, swimming pool, clubhouse, and pavilion.

Management Company	Qualified Property Management
Contact	Rebecca Schulz
Telephone	(813) 649-0280
Email	hawkspoint@qualifiedproperty.com
Contract Start Date	February 25, 2019



Esplanade of Tampa Community Association | HOA

Esplanade of Tampa Community Association is a 170-acre master-planned community located in Pasco County, Florida. Situated on approximately 170 acres, the master-planned community includes an extraordinary amenity campus.

Contact

Telephone

Email

Contract Start Date

Contract Value

John Browne

(813) 415-5589

jbrowne@sentrymgt.com

September 1, 2020

\$570,873.00



The Amalfi Clearwater | Multifamily

The Amalfi at Clearwater is a multifamily residence with several outdoor amenities, including a Zen garden and a large pool area with a sundeck. Top Rated for 2020 by Apartment Ratings and Resident Satisfaction winner from Satisfacts for 2020!

Management Company	Richman Properties Services
Contact	Brian Murphree
Telephone	(727) 224-6050
Email	murphreeb@richmanmgt.com
Contract Start Date	February 1, 2012



Belleair Place | Multifamily

Belleair Place is a multifamily residence in Clearwater, Florida, consisting of several outdoor amenities, including an outdoor picnic and barbecue area, playground, and large pool area with sundeck.

Management Company	Richman Properties Services
Contact	Brian Murphree
Telephone	(727) 224-6050
Email	murphreeb@richmanmgt.com
Contract Start Date	February 1, 2014



RICHMAN
PROPERTY
SERVICES, INC.



SECTION V The Partnership



Pricing & Quote

” *We strive to build relationships that make things grow.*



P.O. BOX 267 SEFFNER, FL 33583 – (813) 757-6500 – FAX (813) 757-6501 – SALES@LMPPRO.COM

LANDSCAPE MAINTENANCE SERVICE AGREEMENT

Landscape Maintenance Professionals, Inc. (“LMP, Inc.”) appreciates the opportunity to propose to you how we can help enhance the overall quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations taking into account your budget considerations.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the Contractor. The Contractor will endeavor to address such contingencies upon client’s request by separate Agreement.

This Agreement is by and between the following Parties:

“Contractor”

Landscape Maintenance Professionals, Inc.
P.O. Box 267
Seffner, FL 31583
Phone: (813) 757-6500
Fax: (813) 757-6501

“Customer”

Cross Creek Community Development District
Venessa Ripoll
4000 Creekside Park Dr.
Parrish, FL 34219
407-723-5900

Any and all notices, written correspondences shall go to the above-listed addresses for “Contractor and “Customer.”

Description of **“Property”** covered by this Agreement: **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT, PARRISH FL 34219**

LMP, Inc., hereafter referred to as “Contractor,” agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinbelow.

ACCORDING TO FLORIDA’S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A “NOTICE TO OWNER.” FLORIDA’S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Landscape Maintenance Specifications

A. Turf Care

(1) Mowing

Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean, and uncluttered appearance at least **forty two (42) times per calendar year**, depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or as needed November through March.

(2) Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc., will be controlled by line-trimmer. When line-trimming, a continuous cutting height will be maintained to prevent scalping.

(3) Edging

All turf edges of walks and curbs shall be performed every mowing **forty two (42) times per year**. A soft edge of all bed areas will be performed every other mowing **twenty one (21) times per year**. A power edger will be used for this purpose. A line-trimmer may be used only in areas not accessible to power edger.

(4) Fertilization

St. Augustine turf areas shall be fertilized with a commercial-grade fertilizer **four (4) times per year**. Timing of applications will be adjusted to meet horticultural conditions, and supplemental applications of appropriate nutrients shall be applied as indicated by test results. All local governmental ordinances shall be strictly followed by Contractor.

(5) Weed, Insect, and Disease Control

LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for only legally approved chemicals to be used as needed for weed, insect, and disease issues. Any infestations will be treated on an as-needed basis throughout the year, and the Customer will be made aware of the actions taken as well as the chemicals used. Pre-Emergent herbicides will be used from November 1st to April 1st, and Post-Emergent herbicides will be used from April 1st to October 30th due to soil and air temperatures. (LMP, Inc. will not be held responsible for the post-emergent control of common grassy weeds like crabgrass due to the absence of legal and selective post-emergent herbicides for this use.) Ant mounds will be treated as they appear with Advion ant bait to eliminate mounds. (Contract pricing does not include Bayer's Top Choice, Chipco Choice, or similar products used for guaranteed yearlong ant control.)

B. Tree, Palm, Shrub, and Groundcover Care

(1) Pruning

All trees, palms, shrubs, and ground cover shall be pruned as follows:

- (a) All trees (up to 12 feet) shall be pruned **one (1) time per year** to keep them away from walls and rooftops and also to eliminate any overhanging branches or foliage which obstructs and or hinders pedestrians or motor traffic.
- (b) All palms (up to 15 feet) shall be pruned **one (2) times per year**, removing dead fronds and spent seedpods. Loose boots will be removed and kept consistent in height.
- (c) All shrubs shall be pruned and shaped a maximum of **twelve (12) times per calendar year**. This will help the individual plant retain its natural form and eliminate branches rubbing against any structures.
- (d) All Daylilies and Liriope shall be cut back **in early Spring** to remove all dead foliage, allowing for plants to be at optimum health during the growing season.
- (e) Selective pruning of shrubs shall occur **one (1) time per year** to balance infiltrating light and remove dead wood to promote maximum health and growth.
- (f) The removal of diseased or injured branches and palms fronds will be performed as needed up to 12' on trees and 15' on palms. Any branches or fronds above these heights will be performed at an additional cost.
- (g) All sucker growth from trunks and base of trees shall be removed **as needed during every visit** to property.
- (h) Ground covers and vines will be maintained in a neat, uniform appearance.

(2) Fertilization

Shrubs and ground covers will be fertilized **two (2) times per year**. Palms and hardwood trees will be fertilized **two (2) times per year**. Supplemental applications of appropriate nutrients shall be applied as indicated by soil samples if necessary.

(3) Weeding

Weeds will be removed from all plant, tree, and flower beds **one (1) time per month** during the non-growing season and **two (2) times per month** during the growing season, totaling **eighteen (18) times per year**. Manual (hand pulling) and chemical (herbicides) will be used as control methods.

(4) **Insect and Disease Control**

All landscape beds shall be monitored and treated with appropriate baits as needed throughout the year by our dedicated team. LMP, Inc. employs an IPM (Integrated Pest Management) program, which calls for chemicals to be used only as needed. Any infestations will be treated on an as needed basis, and the Customer will be made aware of the actions taken as well as the chemicals used. Plants will be monitored, and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.
(Our pricing does not include Bayer's Top Choice or Chipco Choice, or similar products).

C. Miscellaneous

(1) **Clean-Up**

During every visit to the property, all areas shall be policed. All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the property before each mowing **forty two (42) times per year**. Any cigarette butts shall be removed and disposed of during each visit. Trash shall be disposed of offsite. Construction debris or similar trash is not included as part of weekly clean-up.

(2) **Leaf Removal**

Leaf accumulations in curblines and parking lots during the Fall months shall be removed and disposed of offsite. Any accumulation in shrub beds shall be blown out of the beds to prevent damage to plant material while providing a neat and clean appearance.

(3) **Irrigation Inspection**

All irrigation zones shall be inspected once a month to ensure proper operation. All zones will be turned on for a minimum of five minutes to check for any coverage issues or any broken irrigation components. Any issues that require adjustments or cleaning of the filters, heads, rotors, and spray nozzles will be performed during the monthly inspection. Any issues that have been caused by Contractor shall be repaired at no cost to the client. Management shall receive a monitoring report after monthly irrigation inspection. All repairs to system shall be done on a time and materials basis, with the hourly labor rate being **\$65.00 per man-hour**. Contractor is not responsible for turf or plant loss due to water restrictions. Contractor shall identify any operational issues to said irrigation system within the first thirty (30) days of contract commencement for Customer to be aware so that written authorization may be approved to bring system up to fully operational status.

D. Additional Services

(1) **Mulching**

Upon written authorization of the client, Contractor shall mulch all planting beds with pine bark or shredded mulch at a price of **\$58.00 per yard**, ensuring that all areas have a 2" depth after installation. As a part of the mulching process, all bed lines shall be trenched and beveled at a depth of 3" along bed areas that are bordered by sidewalks, curbs, and seasonal color bed areas to prevent mulch from washing out. If the amount quoted is not sufficient to mulch the entire property, an additional count will be submitted for completion at the same price per yard.

(2) **Annuals (INCLUDED IN THIS CONTRACT)**

Upon written authorization of the client, Contractor will replace and install annuals four **(4) times per year** and make nutritional requirements needed to ensure a healthy plant. Deadheading of declining flowers will be performed weekly. Annuals will be billed separately on a per plant cost. Contractor will provide annuals at a cost of **\$2.75** per plant. Price includes soil replenishment but not replacement.

(3) **Tall Palm Trimming (INCLUDED IN THIS CONTRACT)**

Upon written authorization of the client, Contractor will trim all palms identified as being above 15 feet in overall height that will require a lift or bucket truck. Said palms will be priced per type of Palm and will be clearly outlined in a proposal to client.

(4) **Special Palm Treatment Program**

Due to the value of Canary Island Date Palms, Sylvestris Palms, Phoenix Dactylifra, Phoenix Reclinata, and Medjool Palms, a special palm fertilization and pest program is highly recommended. Identified palms will be fertilized with a 8-2-12 with 4% mg blend designed to address nutrient needs of palms **four (4) times per year**. A bud drench of systemic insecticide and fungicide will also be applied as a preventative for bud rots and borer insects for palms up to 20'. In addition, palms that have been identified as susceptible to Lethal Yellowing or Texas Phoenix Palm Decline, including Canary Island Date Palms, Sylvestris Palms, Phoenix Dactylifra, and Phoenix Reclinata, will be injected with the antibiotic oxytetracycline (OTC) **four (4) times per year**. While it is noted that there is no program that can guarantee the prevention of pest infestations, LMP uses the highest industry recommendations to manage the risk of the loss of these palms

E. Pricing Summary

	Price Per Month	Price Per Year
Base Maintenance Price	\$14,241.54	\$170,898.50

Additional Services	Estimated Qty.	Price Per Unit or Service
Mulch (Upon approval by client)	257CY	\$58.00 Per yard
Annuals (4" plants)	INCLUDED	\$2.75 Per 4" Plant
Tall Palm Trimming (Palms over 20')	INCLUDED	Starting at \$55.00 Per Palm
Special Palm Treatment Program	TBD	\$200.00 per Palm (entire year)

Contractor agrees to provide all of the above Base Maintenance Services for an annual fee of \$170,898.50, to be paid in monthly installments of \$14,241.54. Contractor will invoice Customer one week prior to the beginning of each month's service. Customer agrees to pay each invoice within 30 days of the date of the invoice. Additional Services are not included as part of this Agreement or the Base Maintenance Services. Proposals for Additional Services must be executed by an Authorized Representative and are subject to all the terms and conditions of this Agreement, which are hereby incorporated into such proposals for Additional Services by reference.

F. Conditions

The goal of this Agreement is that upon completion of each visit to the Customer, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the Property and its individual condition.

(1) Term

This Agreement will be in effect for an initial term of 12 months (1 year) with an effective start date of _____ and will remain in effect on an annual basis until canceled by either party. To ensure that Customer's needs are being met, timely written notice of any deficiency or concern must be provided in order to give Contractor a reasonable opportunity to remedy the deficiency or concern prior to termination of this Agreement. While Contractor encourages Customer to communicate with on-site crews and its account manager, notice solely to them is insufficient. All notices under this paragraph must be provided in writing by Customer's Authorized Representative to Contractor at the address specified above. Customer agrees to notify Contractor in writing within ten (10) days of the occurrence of any deficiency, concern, default, or damage Customer believes was caused by Contractor. Failure to do so constitutes a waiver of any such claims by Customer and the right of Customer to cancel this Agreement. Customer may cancel this Agreement following an unremedied deficiency by providing written notice to Contractor by certified mail. The cost to Contractor of the work in certain seasons is higher than in others, but Contractor has agreed to invoice Customer in even monthly installments. Therefore, in consideration of these variable internal costs, and in order to ensure an effective transition following a cancellation, termination notices received during the months of April through September shall cause an effective final date of billable services of not less than thirty (30) days after date of receipt. Notices received in any other months shall cause an effective final date of billable services of not less than ninety (90) days after the date of receipt. Any notice of termination shall be sent to the addresses indicated on this Agreement and must be signed by an Authorized Representative.

(2) Performance

The Parties agree that Contractor's performance of this Agreement can be, and often is, subject to weather conditions, which are beyond the Contractor's control. Contractor shall not be liable for any performance deficiency caused by weather conditions. The Parties also agree that Contractor is a contractor as that term is defined in Chapter 713, *Florida Statutes* and that any and all work performed pursuant to this Agreement is an improvement to real property under Chapter 713, *Florida Statutes*.

(3) Adjustment

This Agreement is subject to CPI adjustments annually effective the anniversary date or as otherwise agreed upon in writing by both parties.

(4) Fuel Surcharge

Contract pricing is based on the Florida Regular Conventional Retail Gasoline Prices published every month. If the published monthly price shall increase by more than 10% than the cost of fuel at the time of bid and for two (2) consecutive months upon commencement date, Contractor shall reserve the right to enact a fuel surcharge.

(5) **Payments**

No finance charge will be imposed if invoices are paid in full within 30 days of invoice date. If not paid in full within 30 days, then a finance charge will be imposed from the invoice date on the balance due at a periodic rate of 1½% per month (18% per annum) until paid. Contractor shall have the right to elect to stop work under this Agreement until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices.

(6) **Authorized Representative**

Customer agrees, simultaneous with the signing of this Agreement, to designate in writing an Authorized Representative or Authorized Representatives with whom Contractor can interface concerning this Agreement. In the event Customer desires to change its Authorized Representative(s), Customer shall provide written notice of the change to Contractor. By designating an Authorized Representative, Customer is representing to Contractor that the Authorized Representative has the authority to bind Customer to actions taken pursuant to this Agreement until that authority is revoked or changed by Customer.

(7) **Order of Interpretation**

In the event other documents, terms, or conditions are annexed to or otherwise designed to amend or supplement this Agreement, should there be a conflict between one or more provisions of the other documents, terms, or conditions and the terms of this Agreement, the terms of this Agreement will control.

(8) **Collection**

In the event Contractor must collect past due amounts under this Agreement, Contractor shall be entitled to all expenses incurred as part of those efforts, including any attorneys' fees and costs.

(9) **Subcontractors**

Contractor may, at its sole discretion, utilize subcontractors to provide specific services under this Agreement. Contractor will remain as the single and primary contact for all activities as related to this Agreement. Proof of insurance and necessary licenses will be provided if requested by Customer. Contractor will also provide workman's compensation and proof thereof on employees if requested by Customer.

(10) **Acceptance**

This Agreement is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this Agreement. We look forward to becoming part of your team. In witness whereof the parties of this agreement have signed and executed it this _____ day of _____ 2022.

Contractor Signature

Customer Signature

Contractor Printed

Customer Printed

Title

Title

EXHIBIT D - PRICING SPECIFICATIONS

Contractor Name:

Company Services In-House (Yes or No)	Sub-Contractor used: (Yes or No)	On Staff Certifications & Licenses (Yes or No)	Services area (Central FL, Regional, National)
Maintenance yes	Maintenance no	Arborist see attached ID#	
Fert & Pest yes	Fert & Pest no	Certified Pest Operator see attached ID#	Years in Business 30
Irrigation yes	Irrigation no	Best Mgmt. Practices see attached ID#	# of Employees 250
Installation yes	Installation no		Educational Programs Available see attached
Arbor Care yes	Arbor Care yes		Hurricane Plan see attached

Insurance Information:

Yes or No	yes	1) Workers Compensation for all employees at the statutory limits, and Employers Liability at 500,000/500,000/500,000.
Yes or No		2) Commercial General Liability coverage for all operations including contractual, products, completed operations and personal injury limits of not less than \$1,000,000 per occurrence, combined single limit, \$2,000,000 Aggregate.
Yes or No		3) Umbrella or Excess Liability coverage of \$1M providing excess coverage for the underlying General Liability, Auto Liability & Employers Liability.(minimum)
Yes or No		4) Business Automobile Liability coverage for all owned, non-owned and hired vehicles in limits of not less than \$1,000,000 per occurrence, combined single limits.

Services Freq & Pricing

General Maint	# of Visits	42	
	# of Turf mow	42	
	# of Shrub Details	12	
	Price for General Maintenance		\$146,344.00
Irrigation	# of Irri Checks	12	
	Price for Irrigation Checks		\$13,404.00
Flowers	# of Flowers per Change out	250	
	# of Flower Change outs	4	
	Total Flowers	1000	
	Price for Flower		\$2.90
Mulch	Cu. Yards Mulch	256	
	Price for Mulch		\$14,883.48
Fert & Pest	# of Visits for IPM	12	
	# of Turf Fertilizations	4	
	# of Shrub Fertilizations	2	
	Price for Fertilization		\$45,352.45
Palm Trees	Palms Qty	75	
	# of Palm Pruning	2	
	Price for Palm Maint.		\$8,250.00
Total contract Price			\$ 170,898.50 -

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EXHIBIT D - PRICING SPECIFICATIONS

Contractor Name: **J & F Affordable Lawn Service LLC**

Company Services In-House (Yes or No)	Yes	Sub-Contractor used: (Yes or No)	NO	On Staff Certifications & Licenses (Yes or No)	Yes	Services area (Central FL, Regional, National)
Maintenance		Maintenance		Arborist		
General					ID#	
Fert & Pest		Fert & Pest			ID#	Years in Business
				Certified Pest Operator		6
Irrigation		Irrigation			ID#	# of Employees
					ID#	4
Installation		Installation		Best Mgmt. Practices		Educational Programs Available
					ID#	
Arbor Care		Arbor Care			ID# 6V917644-1	Hurricane Plan

Insurance Information:

Yes or No	Yes	1) Workers Compensation for all employees at the statutory limits, and Employers Liability at 500,000/500,000/500,000.
Yes or No	Yes	2) Commercial General Liability coverage for all operations including contractual, products, completed operations and personal injury limits of not less than \$1,000,000 per occurrence, combined single limit, \$2,000,000 Aggregate.
Yes or No	Yes	3) Umbrella or Excess Liability coverage of \$1M providing excess coverage for the underlying General Liability, Auto Liability & Employers Liability.(minimum)
Yes or No	Yes	4) Business Automobile Liability coverage for all owned, non-owned and hired vehicles in limits of not less than \$1,000,000 per occurrence, combined single limits.

Services Freq & Pricing

General Maint	# of Visits	36	24 May - October 12 Nov - April every 2 wks May-Oct / every 3 wks. Nov - April
	# of Turf mow		
	# of Shrub Details	18	
	Price for General Maintenance	\$9,850	
Irrigation	# of Irri Checks		
	Price for Irrigation Checks		
Flowers	# of Flowers per Change out		
	# of Flower Change outs		
	Total Flowers		
	Price for Flower		
Mulch	Cu. Yards Mulch		
	Price for Mulch		
Fert & Pest	# of Visits for IPM		
	# of Turf Fertilizations		
	# of Shrub Fertilizations		
	Price for Fertilization		
Palm Trees	Palms Qty		
	# of Palm Pruning		
	Price for Palm Maint.		
	Total contract Price	\$ 118,200	

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CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817
Venessa Ripoll -District Manager, LCAM

8.23.22



CROSS CREEK CDD

C/O PFM GROUP CONSULTING, LLC

3501 QUADRANGLE BOULEVARD, SUITE 270

ORLANDO, FL 32817

RE: LANDSCAPE AND IRRIGATION MAINTENANCE REQUEST FOR PROPOSAL

Dear Venessa Ripoll,

I personally want to thank you for considering Down To Earth as your 2022 Landscape management partner. I can certainly understand the effort it takes on your end to create the RFP, have the needed discussions, and evaluate all responses to make the best-informed decision.

Down To Earth Landscape and Irrigation has been in business for more than 30 years and we pride ourselves on providing superior service that brings "Natural Joy" to our customers. We understand the high standards required and constantly seek to be the "Service Provider of Choice" in the Green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our **ICARE** Values along with the passion of each member of our service team.

- Integrity:** We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.
- Community:** We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.
- Accountable:** We meet our commitments to each other and to our valued customers and act if we fall short of expectations.
- Relentless:** We are constant in our efforts to provide solutions to customers and to satisfy their needs.
- Excellence:** We strive to deliver best in class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you in the future. Experience the Down to Earth Difference!

Respectfully,



Nathan Peirce | Business Development Manager

7840 Fruitville Road, Sarasota, FL 34240

Nathan.peirce@down2earthinc.com

C 813-597-4419

www.dtelandscape.com



APPROACH TO SERVICES

MAINTENANCE SERVICES



MOWING

Down To Earth uses size specific mowers for each turf variety and area based on site conditions. We train personnel to take special care not to damage plant material or property while mowing and prevent clippings from discharging into bodies of water or landscaping mulch beds and treerings.

IRRIGATION

Irrigation is the most vital procedure to ensure a healthy looking landscape year-round. This is precisely why Down To Earth takes meticulous measures to employ the most knowledgeable and experienced managers and technicians.

DETAILING

Down To Earth is experienced in dealing with large maintenance-free communities. When doing so, we create a detailed map of all service areas and divide it into color-coded sections. These sections will then be placed on a rotation with a specific detail crew assigned for each area.

FERTILIZATION

Down To Earth mandates the use of proper fertilization techniques by state-licensed expert professionals in every community that we service.

NOTE: All sidewalks, roads, curbs and patios will be blown clean of any granular fertilizer after application to minimize staining.

PEST CONTROL

Insects and pests can play a detrimental role in ruining a community's landscape. Down To Earth takes pride in performing proactive measures to make sure that trees, plants and turf are not compromised by a preventable disease or infestation. Our team utilizes Integrated Pest Management and utilizes industry leading pest control practices.

WEED CONTROL

Down to Earth uses trained personnel to focus on weed control. These individuals have been instructed and certified to apply chemicals safely and properly based on weather and site conditions. We apply pre and post emergent chemicals, if applicable, along with hand pulling all weeds larger than 3" inches. Paver driveways and concrete crack weeds are also sprayed or removed during each detail rotation or as needed.

TRIMMING & EDGING

Trimming: Mechanical string trimmers will be used during all mow cycles around all obstacles the mowers cannot service.

Edging: Mechanical edgers are utilized during all mow cycles for hardscapes and landscape bed edges (plant beds, trees, curbs, buildings, etc.) to maintain their design intent and ensure clean, crisp lines.

Debris Blowing: Mechanical blowers will be used after each mow/detail cycle to clean serviced areas.



MAINTENANCE SERVICES

TREE PRUNING

Down To Earth implements a precise technique that is individualized for each tree variety and timing based on the required specifications.

NOTE: Down To Earth staffs certified arborists will manage all tree care.

PALM PRUNING

- All palm trees up to a maximum height of 12'
- Dead fronds/spent seed pods removed.
- Thoroughly detailed (all fronds trimmed to lateral position) annually.

CRAPE MYRTLE PRUNING

- All crape myrtle trees up to a maximum height of 12' overall pruned/shaped each February to promote vigorous blooming and to maintain desired size and shape.
- Individual branches individually trimmed back to wood no larger than ½" in diameter.
- All sucker branching, seed pods and ball moss removed.

MULCHING

When installed properly, mulch can enhance the beauty of a landscape quickly and efficiently. Added benefits of proper mulching suppresses weeds, prevents soil moisture loss, improves soil structure, and adjusts the pH improves soil nutrition.

ANNUAL FLOWERS

Annual flowers tend to become the focal point of a landscape when present in a community. As such, it is one of Down To Earth's top priorities to make sure these plants remain in a quality condition. If required, we will also use a 1" thick layer of pine fines at the top of all annual bedding during every rotation to enhance their aesthetic.

SEASONAL COLOR

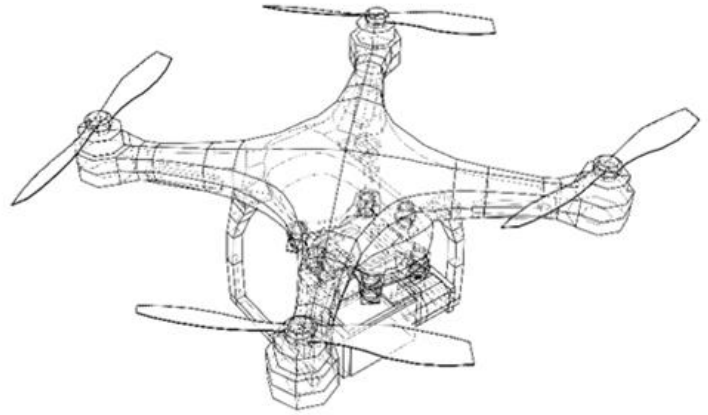
4" pots planted in the following recommend schedule to correspond with the associated installation period:

January - March	= Annuals
April - June	= Annuals
July - September	= Annuals
October - December	= Annuals



STATE OF THE ART SERVICE

Florida's family-owned and leading full-service commercial landscape company, Down To Earth Landscape & Irrigation, leverages the latest technology and expert staff to deliver best-in-class service to each and every client serving our customers for more than 30 years, we stay on the cutting-edge of landscaping, fertilization and pesticide practices, irrigation systems and communication. A commitment to embrace the tools of the future while staying rooted in traditional customer service principles is a key component to deliver superior work and exceed client expectations.



UF | IFAS UNIVERSITY of FLORIDA

Down To Earth actively partners with equipment manufacturers, fertilization/pesticide companies and technology providers to directly incorporate their products into our services. As just one example, we frequently consult with the University of Florida Institute of Food and Agricultural

Sciences (UF/IFAS) to enhance our fertilization formulas and schedules. This allows us to custom blend fertilizers based on soil samples, water quality, water availability and climate.

When it comes to tree care, Down To Earth has implemented a best-in-class hybrid approach utilizing the expertise of in-house and vendor-partnered International Society of Arboriculture (ISA) Certified Arborists. This enables us to remain at the forefront of botanical practices to optimize proper pruning, trimming and other services to nurture entire landscapes.

Our approach to pest control goes far beyond just spraying bug killer all over your community as we actively practice world-class Integrated Pest Management (IPM). IPM is a sustainable, science-based process that combines biological, physical, and chemical tools to identify, manage and reduce threats from pests in a way that minimizes overall economic, health and environmental risks. Results are less intrusive on the environment and safer for residents and pets.



CUSTOMER SERVICE & COMMUNICATION

As open communication is integral to client satisfaction, we have implemented a variety of ways to make our team available when you need us most.

EMAIL

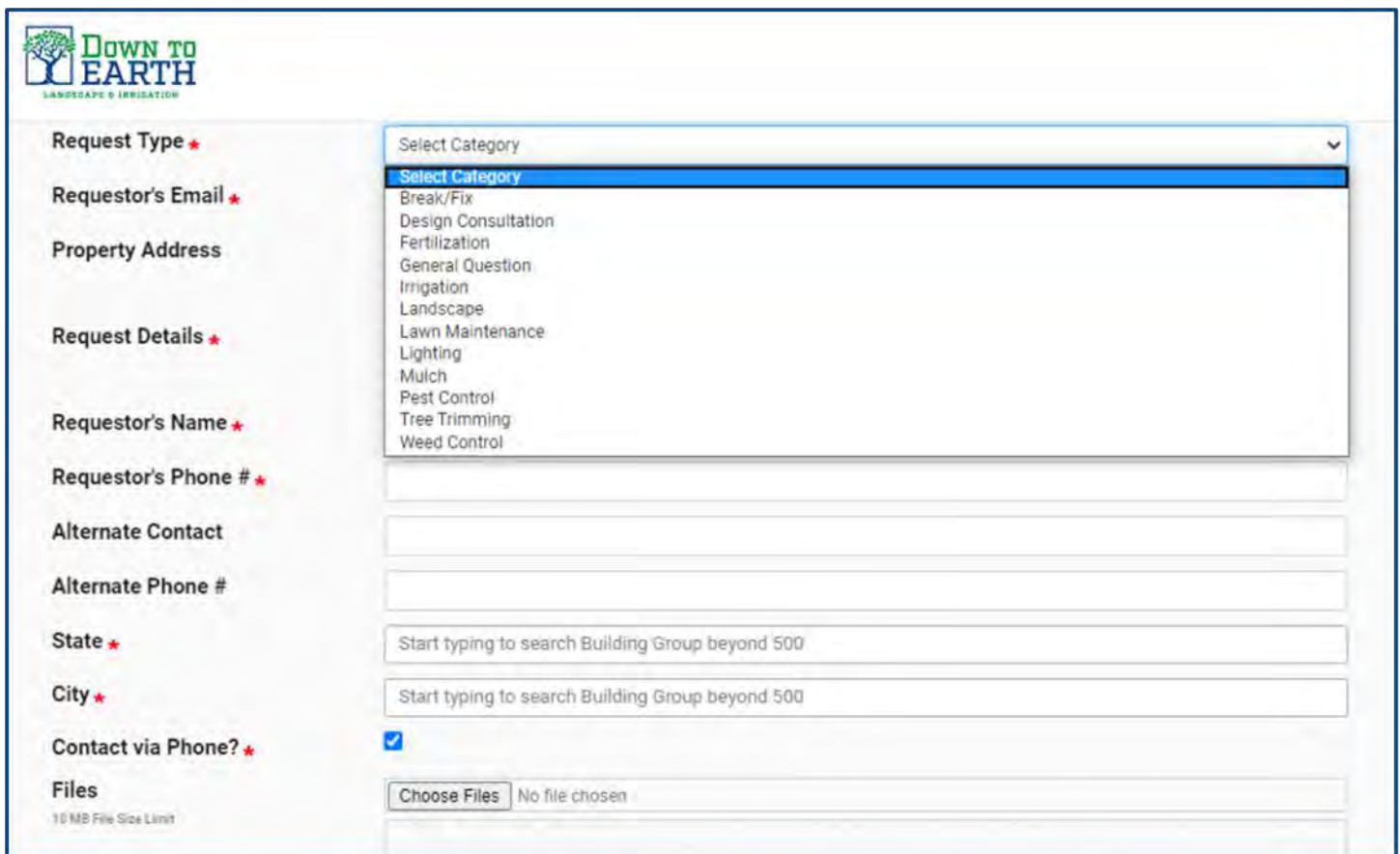
Should an issue arise on your property, you can call or email any of our key personnel and we will respond before the end of the day. All our managers and technicians have been equipped with email access via phone or through their vehicle laptops. We strictly enforce a one-day turn-around time for all correspondence.

CUSTOMER LINK WORK ORDER SYSTEM

Additionally, we also have integrated a work order system into our central operations hub. This sophisticated software features a suite of tools that allow us to track properties in real time and stay ahead of client requests to keep your priorities front and center.

Through access on our website, homeowners can report issues, ask questions, and provide direct service feedback. Responses on all related inquiries will be made within two business days (48 hours) or less.

CUSTOMER CARE FORM SAMPLE



The screenshot displays a web-based form for "Down to Earth Landscapes & Irrigation". The form is organized into two main columns. The left column contains labels for various fields, many of which are marked with a red asterisk to indicate they are required. The right column contains the corresponding input fields, including a dropdown menu for "Request Type", text boxes for contact information, and a file upload section.

Down to Earth
LANDSCAPES & IRRIGATION

Request Type * Select Category

Requestor's Email *

Property Address

Request Details *

Requestor's Name *

Requestor's Phone # *

Alternate Contact

Alternate Phone #

State * Start typing to search Building Group beyond 500

City * Start typing to search Building Group beyond 500

Contact via Phone? * ☒

Files Choose Files No file chosen

10 MB File Size Limit

WORK ORDER SYSTEM



Successful communication and tracking requests is one of our top priorities for our partners. CustomerLink is our customer focused workorder system. This allows us to track properties in real time and stay ahead of client requests to keep your priorities front and center. Through access on our website, homeowners can report issues, ask questions, and provide direct service feedback. Responses on all related inquiries will be made within two business days (48 hours) or less.

Benefits of CustomerLink include:

- Real-time property tracking
- Work orders can be created in website portal
- Submitters receive email alert notification as orders are serviced
- Business cards/instructional flyers provided to all residents
- Reinforces accountability
- Improves client/vendor communication

A screenshot of the Down to Earth CustomerLink web application. The interface shows a sidebar with navigation links like "Work Orders", "Property Maps", "Map View", "Calendar", "View Overview", "View Pending", "Publish WO", "Submit WO", "Staff Work Orders", "My Work Orders", and "My To Do List". The main content area is titled "Manage work for this Site" and displays a summary of work order status: Pending (5), Approved (5), On Hold (0), In Progress (0), Completed (75), Overdue (2), and Closed (95). Below this is a table of work orders with columns for ID, Title, Type, Priority, Category, Status, Due Date/Range, Staff/Vendor, Building Group, Building, Road/Location, and Task Management. The table lists several work orders, including "Fertilization", "Lawn Maintenance", "Pest Control", and "Beehive", all with a status of "Approved".



PERSONNEL

YOUR DEDICATED LANDSCAPE TEAM

Down To Earth approaches each project with the same strategy and principles that have made us successful for 30 years: surround yourself with personnel that care and offer services that exceed client expectations.

When we say, "Experience the Down To Earth Difference", it is backed with the full confidence of knowing that only the highest skilled and trained landscape technicians will be onsite to care for your property each day. Our staff of certified horticulturalists, arborists, pest control operators, irrigation specialist and equipment operators are committed to creating the healthiest and most vibrant landscape for you possible.

REGIONAL DIRECTOR OF OPERATIONS SWFL

TOM TROMBLY | 321-263-2700 | Tom.trombly@down2earthinc.com

Oversees the entire region and provides support and resources as needed.

DIRECTOR OF IRRIGATION SWFL

RICK MANLEY | 239-287-2559 | Rick.Manley@down2earthinc.com

Here to oversee entire irrigation team and support irrigation technicians for your property.

SARASOTA BRANCH MANAGER

STEPHEN SMITH | 305-916-8593 | Stephen.Smith@down2earthinc.com

Here to oversee entire operations team and providing support for your community.

ASSISTANT BRANCH MANAGER

THOMAS LOBODA | 352-638-3978 | Thomas.Loboda@down2earthinc.com

Here to oversee entire team and operations for your property. Committed to providing a smooth transition process and providing information on services and contract details.

ACCOUNT MANAGER

Dedicated point of contact who will attend to your community needs and directly manage your onsite maintenance crew.

SR. LANDSCAPE DESIGNER

AMANDA WILSON | Amanda.Willson@down2earthinc.com

Experienced Landscape Designer creating your beautiful custom landscapes



COMPANY OVERVIEW

COMPANY HISTORY & OVERVIEW

Down to Earth has been in business for more than 30 years, and we pride ourselves in providing our clients a superior service that enhances the beauty of their property. We understand the standards required for a contract of this magnitude and stature. We value the work we perform and keeping our client happy with our services. Down To Earth was founded in 1989 and started as a landscape & irrigation installation company. In 1995, DTE expanded to include a landscape maintenance division due to increasing demand from its preferred clients. DTE Golf acquired its first golf course maintenance contract in 2008. Today, DTE has over 1,400 team members that operate throughout the entire state of Florida.

Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success since 1989: surround yourself with personnel that care and offer a service and product that demonstrate that to the client. DTE strives to build long term relationships with its clients by exemplifying our value through our work performance.

1400+ EMPLOYEES

- Certified State Licensed Irrigation Contractor
- Certified Golf Course Superintendents
- Certified State Licensed Pest Control Operators
- Certified Rain Bird Maxicom Employees
- Certified Arborists
- Certified Horticulturists
- Certified Employees in Maintenance of Traffic
- Green Industries Best Management Practices
- On-Staff Mechanics (Certified Diesel Mechanics, Certified 2-Cycle Mechanics)

450+ EMPLOYEE VEHICLES

- Maintenance/Construction Trucks/Irrigation Vans (Managers/Crews)
- Large Semi-Trucks, Goose Neck Trucks, Equipment Repair Trucks

LOCATIONS

CENTRAL

Orlando | Orlando North | Orlando West
Orlando Southeast | The Villages | Sanford

NORTH

Jacksonville

SOUTHEAST

Vero Beach | Fort Pierce

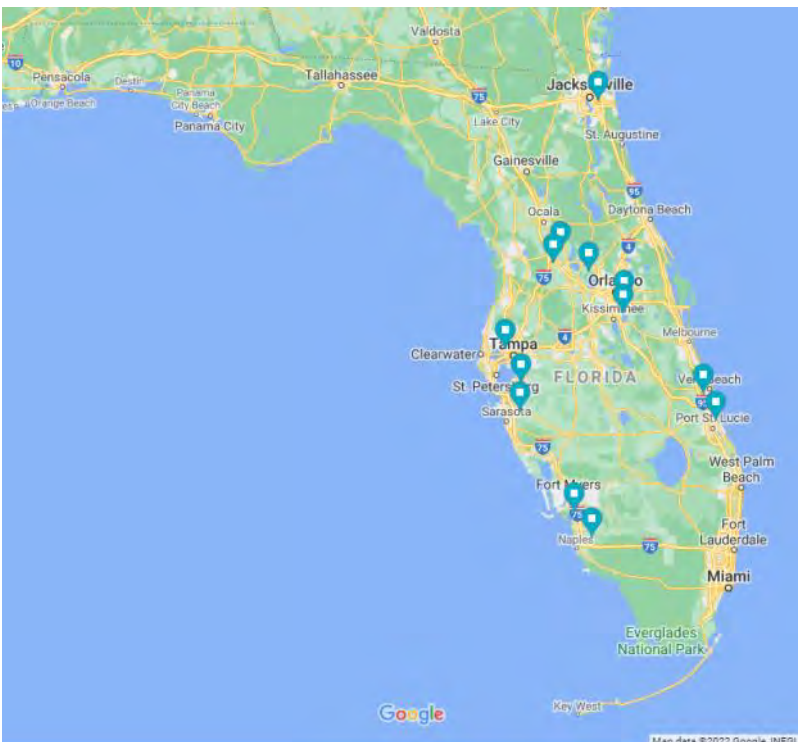
SOUTHWEST

Sarasota | Ruskin | Fort Myers

Naples | Tampa

CORPORATE

Maitland



Map Data ©2022 Google, INGEI



COMPANY SAFETY PLAN

Down To Earth understands that safety is the number one priority for both you and our employees. As such, all personnel wear the following necessary protective equipment during the performance of their duties:

- Protective clothing, reflective, high visibility shirts and safety vests
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of-way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary
- Use of reflective, high visibility safety vests on all personnel and vehicles (which are clearly identifiable)



HIRING PROGRAM

- Mandatory drug screening prior to employment – zero tolerance policy.
- Upon hiring, each employee is given a two-week training period to make sure they know basic landscape maintenance techniques and can operate machinery properly.

SAFETY TRAINING PROGRAM

- Each employee views a mandatory video on preventing injuries in the workplace.
- Use of safety uniforms, vests, hats, glasses and earplugs are strictly enforced.
- Employees participate in an equipment training program demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- All Fertilizer/Pest Control Applicators must take the Florida Best Management Practices Class and stay up to date on continuing education units.



PREVENTATIVE MAINTENANCE PROGRAM

- Participate in weekly toolbox talks to review the correct maintenance procedures and inspect current equipment.
- Clean equipment daily as well as sharpen mower blades and service equipment to ensure proper working order.

DISASTER & STORM RELIEF PROTOCOL

TIMELY PROTECTION & RELIEF

Down To Earth understands firsthand the unpredictability of weather. There have been many occasions throughout the years where we have offered immediate disaster and storm relief, in addition to frost protection services to our clients. Our extensive resources allow us to act quickly and address any issues efficiently and in a timely manner.

ADDITIONAL SUPPORT

Supplemental to our current maintenance staff in Central Florida, we also are equipped with roaming Quality Control Crews that are available at any time to restore your property to pre-disaster condition. Additionally, our Landscape & Irrigation Installation Division works throughout the state year-round and is always ready to provide assistance.

EQUIPMENT RESOURCES

While adequate manpower is essential, having the necessary equipment plays just as large of a role for performing effectively in these types of extreme situations. That is why we maintain a certain number of loaders/machines that are ready to deploy as needed at a moment's notice.

When disaster strikes, you can count on Down To Earth to keep your property safe, healthy, and operating smoothly.



PROPOSAL PRICING

Landscape & Irrigation Proposal

CROSS CREEK

COMMUNITY DEVELOPMENT DISTRICT

c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

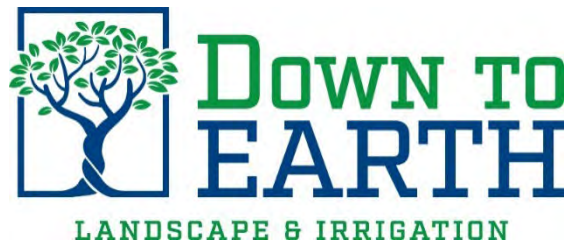
Pricing Summary

Base Maintenance	\$ 243,167.00	Annually
Irrigation Maintenance	Included	Annually
Fertilization/Pest Control Services	Included	Annually

Total	\$243,167.00
<i>Monthly</i>	<i>\$ 20,263.91</i>

Additional Services (not included above)

Seasonal Annuals (25 flowers, 4X per year)	\$ 250.00 Annually
Palm Pruning (above 15ft)	
11 standard palms—1 time per year	\$ 495.00 annually
6 specialty palms—2 times per year	\$1,056.00 Annually
Installed Mulch	Provided upon request



Landscape Maintenance Proposal

Attn: **CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Submitted By: **Down to Earth**

Cross Creek CDD

Landscape Maintenance Summary

Base Maintenance	\$ 243,167.00	Annually
Irrigation Inspection	Included	Annually
Fertilization/Pest Control	Included	Annually

Total Annual Fee	\$ 243,167.00
Monthly Fee	\$ 20,263.91

Additional Items

Seasonal Annuals (25 flowers, 4X per year)	\$ 250.00 Annually
Palm Pruning (above 15ft)	
11 standard palms — 1 time per year	\$ 495.00 annually
6 specialty palms — 2 times per year	\$1,056.00 Annually
Installed Mulch	Pricing provided upon request



Landscape Maintenance Agreement

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") dated this _____ day of _____, 2022, and between, **Cross Creek Community Development District** ("Customer"), and **Down to Earth** ("DTE").

Property address: *Silkwood Way, Parrish, FL 34219*

1. **Term.** DTE shall furnish all labor, materials, and necessary equipment to maintain the grounds at **Cross Creek Community Development District** for a three (3) year period commencing _____ and ending _____ (the "Initial Term"). The Agreement shall automatically renew for additional one (1) year periods ("each a "Renewal Term") unless sooner terminated as provided in Section 9 herein, or if terminated by either party ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.
2. **Scope of Work.** DTE shall use its best efforts to perform the Service Agreement Specifications attached hereto as Exhibit "A" and incorporated herein.
3. **Price and Payment Terms.** Customer shall pay DTE **\$ 20,263.91 on a monthly basis** (the "Monthly Fee"). On the first (1st) day of each month, DTE shall tender to Customer an invoice for services rendered during the current month, which shall be paid by Customer within 30 days of the date of the invoice (Net 30 terms). Customer shall not be entitled to reduce or offset any payments owed to DTE hereunder for any reason. A processing fee of 2.75% will be added to all credit transactions.
 - a. **Late Payments.** Any unpaid balance will bear interest at a rate of 1.5% per month (18% per year). The unpaid balance shall be determined by taking the beginning balance of the account for each month, adding any new charges and subtracting any payments made to the account. In the event payment remains past due for a period in excess of ten (10) days, DTE's obligations under this Agreement will be suspended until payment is made in full. Customer shall reimburse DTE for all costs and expenses reasonably incurred by DTE in collecting past due amounts, including attorneys' fees and court costs.
 - b. **Price Increases.** The Monthly Fee shall increase every twelve (12) months (the "Anniversary Date") by the greater of i) 3% or ii) a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers" or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the date twelve (12) months earlier, with that of the Anniversary Date, and shall be rounded to the nearest ten (10) dollars. DTE reserves the right to increase the Monthly Fee at contract renewal or due to *Force Majeure* events with thirty (30) days prior written notice to Customer.
 - c. **Fuel Surcharge.** Customer agrees to pay DTE a monthly fuel surcharge to the extent the fuel price exceeds \$3.25 per gallon, as reported at [Florida Regular Conventional Retail Gasoline Prices](#). An adjustment to the fuel surcharge will be made based on a monthly review (the "Review Period") of the fuel price. The fuel surcharge shall be based on the average fuel price from the preceding three (3) month period) (the "Indexed Fuel Price"), and implemented at the beginning of the next calendar month. Adjustments will be applied or removed as of each Review Period. Each \$0.50 incremental rise in the fuel price will result in a 1% fuel surcharge (Example: If Indexed



Fuel Price is \$3.26-\$3.75 per gallon, the fuel surcharge will be 1% of the total amount invoiced. If Indexed Fuel Price is \$3.76-\$4.25 per gallon, the fuel surcharge will be 2% of the total amount invoiced).

4. **Indemnification.** DTE shall indemnify and hold harmless Customer from any and all injuries, damages, causes of action or claims to the extent they are caused by negligent or intentional acts or omissions on the part of DTE, its agents, subcontractor, employees, or others acting on behalf of DTE, in the performance of its obligations under this Agreement. Customer is required to notify DTE within 30 days of the date Customer is notified or discovers any potential claim, cause of action, or damages potentially caused by DTE.
5. **Insurance.** DTE, for itself, its subcontractors, agents, and employees, shall maintain the following insurance coverage throughout the duration of this Agreement:
 - a. Commercial general liability insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or death and/or property damage and/or personal injury;
 - b. Pollution liability insurance with a limit of liability of \$1,000,000 per each incident and \$2,000,000 aggregate; and
 - c. Workers' compensation insurance on behalf of each of its employees or laborers working on the property in accordance with all applicable laws. DTE shall deliver to Customer an insurance certificate evidencing such insurance prior to the signing of this Agreement.
6. **Standard of Performance.** DTE shall use due care, skill, and diligence in the performance of its obligations under this Agreement and shall perform all its obligations in its best workmanlike manner and in accordance with the accepted standards for professional landscape contractors in the state of Florida. All materials used in performing any obligation under this Agreement shall be of first quality and shall be used strictly in accordance with manufacturer's specifications.
7. **Time.** Time is of the essence in performing the obligations under this Agreement. In the event that performance by DTE shall be interrupted or delayed by any occurrences outside DTE's commercially reasonable control, including but not limited to acts of God, inability to secure labor and/or products, and rules, regulations or restrictions imposed by any government or governmental agency, DTE shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
8. **Independent Contractor Relationship.** All work performed by DTE under this Agreement shall be as an independent contractor, and in no way shall DTE be considered an employee of the Customer.
9. **Termination.** Given the nature of the work contemplated by this Agreement, the parties acknowledge that conditions change due to the natural growing cycle, weather patterns, wear and tear of the grounds, and other causes, both foreseen and unforeseen. Should Customer believe that a condition exists that would give it cause to terminate this Agreement, Customer shall promptly (within 24 hours) notify DTE in writing of the condition. Customer acknowledges that it shall have an affirmative obligation to photograph any such condition within 24 hours of discovery of that condition and that the failure to do so shall constitute spoliation of evidence. DTE shall have no less than seven (7) days to inspect and acknowledge



such condition. DTE will then have (thirty) 30 days to cure the condition. If DTE fails to commence cure of the condition within the prescribed time, and continue to cure in a diligent fashion, Customer may terminate the Agreement with no further liability; by providing DTE ninety (90) days' prior written notice of termination. DTE may terminate this Agreement immediately if Customer fails to cure a payment default within thirty (30) days of receipt of notice of such from DTE. Customer further acknowledges that as inducement to enter a long-term relationship, DTE may agree to provide incentives that shall not become "earned" until the end of the Initial Term. If Customer terminates this Agreement for any reason within the Initial Term, Customer must reimburse DTE the full amount of any incentives provided.

- 10. Notices.** Any notice required to be sent to Customer or DTE under this Agreement shall be sent to the parties at the following address unless otherwise specified:

Customer:

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

DTE:

Down to Earth
2701 Maitland Center Parkway
Suite 200
Maitland, Florida 32751
Phone: 321-263-2700
Fax: 352-385-7229
www.dtelandscape.com

- 11. Governing Law and Binding Effect; Venue.** This Agreement and the interpretation and enforcement of the same will be governed by and construed in accordance with the laws of the State of Florida and will be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns. Venue for all actions arising from this agreement shall be located within the applicable Florida county of the property address.

- 12. Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, will be binding on either party hereto. This Agreement may not be modified or amended, nor may any covenant, agreement, condition, requirement, provision, warranty, or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

- 13. Litigation and Attorneys' Fees.** In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees.



14. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.
15. **No Third-Party Beneficiaries.** The parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto. No future or present employee or customer of either of the parties nor their affiliates, successors or assigns or other person shall be treated as a third-party beneficiary in or under this Agreement.

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Down to Earth

Name _____

Name _____

Title _____

Title _____

Signature Date

Signature Date



Exhibit "A"

Service Agreement Specifications

Between **Down to Earth** (herein "DTE") and **Cross Creek Community Development District** ("Customer") the services to be performed hereunder for the Monthly Fee are set forth below. Any work performed in addition to these services will be separately invoiced as provided in this Agreement.

LANDSCAPE MAINTENANCE PROGRAM

I. TURF GRASS SPECIFICATIONS

i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance.

DTE may alter mowing frequencies according to seasonal needs and environmental conditions that may include but are not limited to, excessive rain and wet conditions, cold weather, extreme weather, etc. Areas that cannot be serviced due to risk of creating damage will be notified to the Customer and /or the Property Management.

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

Mower blades will be kept sharp to prevent the tearing of grass blades.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

Zoysia turf should be maintained at a mowing height of 1" to 2" in height, with no more than 1/2 of leaf blade removed during mowing. The initial cut in the beginning of the season can be shorter to remove dead leaf tissue and increase the rate of green up.

Bermuda Sod shall be maintained at a mow height of 1" to 3", depending on seasonal requirements.

ii. Edging

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings. The shape and configuration of plant beds will be maintained.

Hard surfaces will be blown to support a clean, well-groomed appearance.

iii. Trimming

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.



Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas.

iv. Debris Removal

Removal of all landscape debris generated on the property during landscape maintenance is the responsibility of DTE.

v. Fertilization

Irrigated Turf shall be fertilized up to four (4) times per year as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.

At times, environmental conditions may require additional applications of nutrients augmenting the above fertilization programs to ensure that turf areas in top condition. DTE can provide service upon Customer request at an additional cost.

All fertilizer applications will adhere to UF recommended Nitrogen application rates for the turf varieties present, using GI-BMP guidelines to help reduce the need for chemical intervention and protect the ground water.

vi. Insect & Disease Control

DTE will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. DTE will strictly comply with all state and federal regulations.

DTE employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

II. PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION

i. Pruning

Customer will be on a selective, continuous prune cycle as needed to avoid the loss of landscape integrity and aesthetic structure.

Individual plant service will be pruned using guidelines of the UF/IFAS.

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications unless Customer requests otherwise.

Plants, hedges, shrubbery, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.



ii. Tree Pruning

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 12' from ground. Moss removal and tree spraying may be performed at an additional charge.

iii. Palm Pruning

All palms up to a maximum height of 12' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 12' overall are to be thoroughly detailed with all fronds trimmed to lateral position annually.

DTE can provide service for Palms over a maximum height of 12' upon Customer request at an additional cost.

iv. Crape Myrtle Pruning

Crape Myrtles up to a maximum height of 12' overall can be pruned and shaped each February to promote vigorous blooming and maintain desired size. All sucker branching, seedpods, and ball moss must also be removed. No larger than 1" diameter branches will be removed. Extensive cutbacks ("Hat Racking") will be at the direction and approval of the Customer for an additional fee determined by debris and size of limbs being removed.

DTE can provide service for Crape Myrtles over a maximum height of 12' and "Hat Racking" upon Customer request at an additional cost.

v. Edging and Trimming

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

vi. Insect and Disease control

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.

vii. Weed Control

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural, and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

viii. Fertilization

Plant beds, shrubs, woody ornamental, and ground covers shall be fertilized up to two (2) times per year as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.



All ornamentals will be fertilized utilizing a product with a balanced analysis and good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow-release product.

III. IRRIGATION

DTE shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. DTE will be responsible for controlling the amount of water used for irrigation and any damage that results from over watering and insufficient watering. DTE is not responsible and cannot control any City or County Watering Guidelines. Any plant or turf area damage caused by the lack of water due to these "watering guidelines" will not be DTE's responsibility.

DTE will fully inspect and operate all the irrigation zones on a monthly basis.

Irrigation components damaged by other than DTE due to construction, vandalism, or other causes shall be reported to the Customer. DTE, if authorized by the Customer, shall repair the damage at a Time and Material rate.

IV. MULCHING

Mulch is not provided under this Agreement. DTE can provide service for mulching upon Customer request at an additional cost.

All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground and prevent weeds.

V. ANNUAL FLOWERS MAINTENANCE PROGRAM

Annual Flowers are not provided under this Agreement. DTE can provide service for Annual Flowers upon Customer request at an additional cost.

DTE will not be held responsible for any acts of God (i.e., wind damage, freeze damage). The practice of covering plant material during a freeze to prevent damage is an extra charge to this contract and does not guarantee plant survival.



VI. ADDITIONAL SERVICES

DTE is a full-service Landscape, Irrigation, and Pest Control Company. We offer many solutions to all horticultural-related needs such as Landscape Lighting, and many other landscape improvements. We offer Free Estimates & Designs.

DTE shall provide services over and above the contract specifications with written authorization from Customer. Rates for labor shall be provided upon request.

VII. REQUIRED ADDENDUMS / LANDSCAPE ALTERATIONS

DTE shall not be responsible for the following additional service requests unless specifically agreed to in writing in an Addendum to this Agreement:

- i. Damage caused to decorative concrete curbing;
- ii. Damage caused to stucco on homes and/or fences if a maintenance strip is not installed;
- iii. Maintenance of additional landscape installed by the homeowner; and
- iv. Maintenance of backyards if a privacy fence is installed, which requires smaller push mowers and string trimming to entire perimeter fence.





We appreciate the opportunity to partner with you and your community.



dtelandscape.com

Corporate Office: 2701 Maitland Center Parkway, #200, Maitland, FL 32751 ☎ 321-263-2700

Orlando | Orlando North | Orlando West | Orlando Southeast | The Villages | Sanford | Jacksonville | Vero Beach | Fort Pierce | Sarasota | Ruskin | Naples | Tampa | Maitland

**Cross Creek
Community Development District**

Ratification of Payment Authorizations
155-167

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 155

4/21/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Southwest Maintenance Services Kitchen Pressure Washing, Cleaning	4204	\$ 120.00

TOTAL	\$ 120.00
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APPROVED
CE
5/19/22

Venessa Ripoll

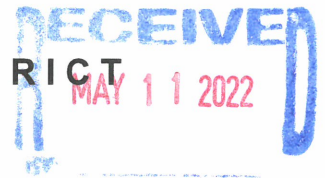
Charles Ray, Chavina
Board Member

AD
5/18/22

W
5/12/22

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Orlando, FL 32817

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**



Payment Authorization No. 156
4/28/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	PFM Group Consulting LLC District Management Fee: April 2022	DM-04-2022-15	\$ 2,500.00 ✓
2	VenturesIn.com, Inc. Website Maintenance: April 2022	45832	\$ 40.00 ✓
TOTAL			\$ 2,540.00

APPROVED
CE
5/20/22

ZB
5/24/22

Venessa Ripoll

Charles P. Ray, Chairman
Board Member

CE
5/25/22

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 157

5/5/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Envera Alarm Monitoring: June 2022	714934	\$ 636.54 ✓
2	Impact Pest Check Rodent Stations	1011319	\$ 80.00 ✓
3	The Lake Doctors Water Management: May 2022	655118	\$ 630.00 ✓
4	Peace River Electric (paid online) 12220 SILKWOOD WAY; 03/10/22-04/10/22 4601 CREEKSIDE PARK DR; 03/10/22-04/10/22 4100 CREEKSIDE PARK DR; 03/24/22-04/24/22 4890 GOLF COURSE RD; 03/26/22-04/26/22 02-040-4L-1; 03/24/22-04/24/22 12407 LARCHMERE LN; 03/19/22-04/19/22 12400 SILKWOOD WAY; 03/10/22-04/10/22 12310 SILKWOOD WAY; 03/19/22-04/19/22	Acct:158231001 Acct:158231002 Acct:158231004 Acct:158231005 Acct:158231006 Acct:158231007 Acct:158231008 Acct: 158231009	\$ 71.66 ✓ \$ 53.44 ✓ \$ 1,579.01 ✓ \$ 53.17 ✓ \$ 1,252.44 ✓ \$ 40.00 ✓ \$ 40.12 ✓ \$ 35.68 ✓
5	Persson, Cohen, Mooney, Fernandez & Jackson District Counsel: April 2022	2071	\$ 400.50 ✓
6	Preferred Sign Services, LLC Pool Sign Replacements	2000	\$ 225.00 ✓
7	S & G Pools Pool Service April/May; Pool Pump	5122	\$ 2,268.00 ✓
8	Southwest Maintenance Services Cleaning Services: May 2022	5155	\$ 480.00 ✓
9	Synovus Bank Interest Pmt/ Synovus Loan	Interest 05.15.22	\$ 35.00 ✓
TOTAL			\$ 7,880.56 ✓

Venessa Ripoll

Charles Phay
Board Member

APPROVED
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5/20/22

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5/24/22

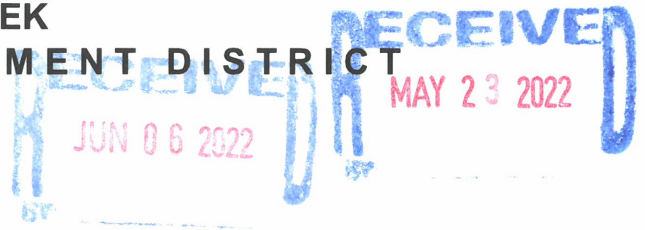
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Orlando, FL 32817

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5/25/22

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 158

5/12/2022



Item No.	Vendor	Invoice Number	FY22 General Fund
1	BrightView Landscape Services		
	Irrigation Repairs	7882257	\$ 2,253.68 ✓
	Landscape Maintenance: May 2022	7894579	\$ 9,292.75 ✓
2	Manatee County Utilities (paid online)		
	4000 CREEKSIDE PARK DR; 03/21/22-04/20/22	Acct: 187908-133094	\$ 2,240.72 ✓
	12501 RYEGRASS LOOP; 03/22/22-04/20/22	Acct: 187908-134766	\$ 33.10 ✓
	12515 FRESHWATER RUN; 03/22/22-04/20/22	Acct: 187908-134768	\$ 70.10 ✓
TOTAL			\$ 13,890.35

APPROVED

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Venessa Ripoll

Charles P. Ray, Chairman
Board Member

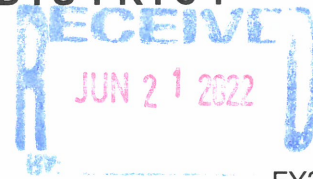
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6-6-22

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CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 159
5/19/2022



Item No.	Vendor	Invoice Number	FY22 General Fund
1	Florida Department of Health (paid online)		
	Community Pool Permit No. 41-60-00924	41-BID-5889360	\$ 250.00 ✓
	Splash Pad Permit No. 41-60-00982	41-BID-5889725	\$ 125.00 ✓
	Online Payment Convenience Fee	--	\$ 0.35 ✓
2	The Lake Doctors		
	Water Management: March 2022	642120	\$ 630.00 ✓
3	McClatchy Company		
	Legal Advertising on 05/17/22 (Ad: IPL0072471)	263307	\$ 138.06 ✓
4	Peace River Electric (paid online)		
	3693 CREEKSIDE PARK DR; 04/05/22-05/06/22	Acct: 186140001	\$ 167.00 ✓
5	VenturesIn.com, Inc.		
	Website Maintenance: May 2022	45872	\$ 40.00 ✓
TOTAL			\$ 1,350.41

APPROVED
CL
6/03/22

Venessa Ripoll

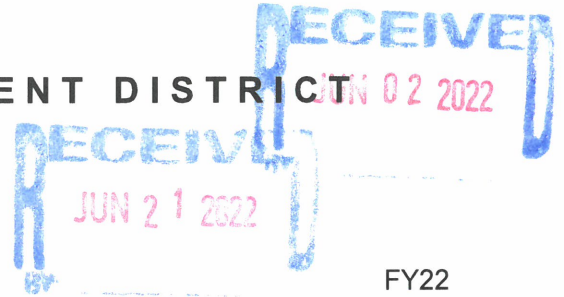
Charles P. Ray, Chairman
6/20/22
Board Member

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CW
6/26/22

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 160
5/26/2022



Item No.	Vendor	Invoice Number	FY22 General Fund
1	BrightView Landscape Services Landscape Maintenance: June 2022	7905734	\$ 9,292.75 ✓
2	McClatchy Company Legal Advertising on 05/25/22 (Ad: IPL0074425)	266427	\$ 52.65 ✓
3	PFM Group Consulting LLC District Management Fee: May 2022	DM-05-2022-14	\$ 2,500.00 ✓
4	Southwest Maintenance Services Gate Latch Spring Closer Installation	5357	\$ 306.20 ✓

TOTAL

\$ 12,151.60

APPROVED
CL
6/03/22

Venessa Ripoll

Charles P. Perry, Chairman
6/20/22
Board Member

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6/24/22

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 161
6/2/2022

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Item No.	Vendor	Invoice Number	FY22 General Fund
1	Bellmore Electric Pool Electrical Repairs	8066	\$ 418.00 ✓
2	BrightView Landscape Services Irrigation Repairs	7898841	\$ 1,086.41 ✓
	Irrigation Repairs	7898842	\$ 1,392.84 ✓
3	Envera Alarm Monitoring: July 2022	716061	\$ 636.54 ✓
4	Galaxy Chemical Acid Wash Pool and Repair Delaminations	173224	\$ 4,800.00 ✓
5	Grau & Associates Audit FY 2021	22649	\$ 800.00 ✓
6	Peace River Electric (paid online) 12220 SILKWOOD WAY; 04/10/22-05/10/22	Acct:158231001	\$ 71.61 ✓
	4601 CREEKSIDE PARK DR; 04/10/22-05/10/22	Acct:158231002	\$ 52.80 ✓
	12400 SILKWOOD WAY; 04/10/22-05/10/22	Acct:158231008	\$ 39.55 ✓
7	Persson, Cohen, Mooney, Fernandez & Jackson District Counsel: May 2022	2175	\$ 1,869.00 ✓
8	PFM Group Consulting LLC Billable Expenses: April 2022	120070	\$ 3,554.85 ✓
	Postage/FedEx: April 2022	OE-EXP-05-015	\$ 128.31 ✓

TOTAL

\$ 14,849.91

APPROVED
CE
6/17/22

Venessa Ripoll

Charles P. Ray, Chairman
Board Member

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CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 162
6/9/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Enhanced Business Concrete Repair	--	\$ 2,200.00 ✓
2	The Lake Doctors Water Management: June 2022	665286	\$ 630.00 ✓
3	Manatee County Utilities (paid online) 4000 CREEKSIDE PARK DR; 04/20/22-05/17/22 12501 RYEGRASS LOOP; 04/20/22-05/18/22 12515 FRESHWATER RUN; 04/20/22-05/18/22	Acct: 187908-133094 Acct: 187908-134766 Acct: 187908-134768	\$ 674.10 ✓ \$ 78.10 ✓ \$ 95.01 ✓
4	Peace River Electric (paid online) 4100 CREEKSIDE PARK DR; 04/24/22-05/24/22 4890 GOLF COURSE RD; 04/26/22-05/26/22 02-040-4L-1; 04/24/22-05/24/22 12407 LARCHMERE LN; 04/19/22-05/19/22 12310 SILKWOOD WAY; 04/19/22-05/19/22	Acct: 158231004 Acct: 158231005 Acct: 158231006 Acct: 158231007 Acct: 158231009	\$ 1,490.81 ✓ \$ 51.98 ✓ \$ 1,199.07 ✓ \$ 40.00 ✓ \$ 35.38 ✓
5	PFM Group Consulting LLC District Management Fee: June 2022	DM-06-2022-14	\$ 2,500.00 ✓
6	S & G Pools Pool Service: June 2022	6122	\$ 1,000.00 ✓
7	Southwest Maintenance Services Slide Area Door Repairs Cleaning Services: April 2022	1150 4184	\$ 140.00 ✓ \$ 480.00 ✓
8	VenturesIn.com, Inc. Website Maintenance: June 2022	45904	\$ 40.00 ✓

TOTAL \$ 10,654.45

Venessa Ripoll

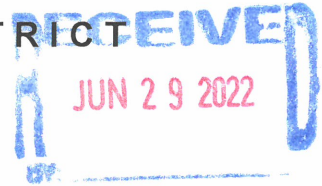
Board Member

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CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT



Payment Authorization No. 163

6/16/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	Peace River Electric (paid online) 3693 CREEKSIDE PARK DR; 05/06/22-06/05/22	Acct: 186140001	\$ 224.00 ✓
2	PFM Group Consulting LLC Dissemination Fee S2007AB/2016AB: 04/01/22-06/30/22	120343	\$ 1,000.00 ✓
3	Synovus Bank Interest Pmt/ Synovus Loan	Interest 06.15.22	\$ 36.17 ✓

TOTAL	\$ 1,260.17
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7/10/22

Venessa Ripoll

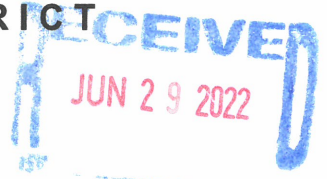
Charles P. Ray, Chairman
Board Member

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7/15/22

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8/14/22

**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 164
6/23/2022



Item No.	Vendor	Invoice Number	FY22 General Fund
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1	Impact Pest Check Rodent Stations	1024989	\$ 80.00 ✓
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TOTAL		\$ 80.00
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APPROVED
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6/30/22

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Board Member

Venessa Ripoll

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 165

6/30/2022

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JUL 01 2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	BrightView Landscape Services		
	Irrigation Repairs	7943015	\$ 1,544.07 ✓
	Landscape Maintenance: July 2022	7954776	\$ 9,292.75 ✓
2	PFM Group Consulting LLC		
	Postage/FedEx: May 2022	OE-EXP-06-0010	\$ 0.53 ✓

TOTAL	\$ 10,837.35
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APPROVED.
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7/21/22

Venessa Ripoll

Charles P. Ray, Chairman
Board Member

7/25/22

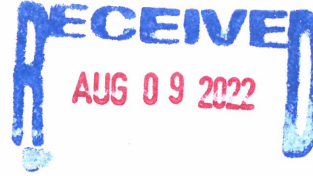
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CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 166
7/14/2022



Item No.	Vendor	Invoice Number	FY22 General Fund
1	Cross Creek HOA		
	Management Services: April 2022	0412022	\$ 600.00 ✓
	Management Services: May 2022	0512022	\$ 600.00 ✓
	Management Services: June 2022	0612022	\$ 600.00 ✓
	Management Services: July 2022	7012022	\$ 600.00 ✓
2	Envera		
	Alarm Monitoring: August 2022	717189	\$ 636.54 ✓
3	The Lake Doctors		
	Water Management: July 2022	673049	\$ 630.00 ✓
4	Manatee County Utilities (paid online)		
	4000 CREEKSIDE PARK DR; 05/17/22-06/20/22	Acct: 187908-133094	\$ 1,255.45 ✓
	12501 RYEGRASS LOOP; 04/20/22-05/18/22	Acct: 187908-134766	\$ 33.10 ✓
	12515 FRESHWATER RUN; 04/20/22-05/18/22	Acct: 187908-134768	\$ 90.48 ✓
5	Peace River Electric (paid online)		
	12220 SILKWOOD WAY; 05/10/22-06/09/22	Acct: 158231001	\$ 71.08 ✓
	4601 CREEKSIDE PARK DR; 05/10/22-06/09/22	Acct: 158231002	\$ 52.10 ✓
	4100 CREEKSIDE PARK DR; 05/24/22-06/24/22	Acct: 158231004	\$ 2,327.31 ✓
	4890 GOLF COURSE RD; 05/26/22-06/26/22	Acct: 158231005	\$ 53.40 ✓
	02-040-4L-1; 05/24/22-06/24/22	Acct: 158231006	\$ 1,425.29 ✓
	12407 LARCHMERE LN; 05/19/22-06/18/22	Acct: 158231007	\$ 39.00 ✓
	12400 SILKWOOD WAY; 05/10/22-06/09/22	Acct: 158231008	\$ 39.46 ✓
	12310 SILKWOOD WAY; 05/19/22-06/18/22	Acct: 158231009	\$ 35.33 ✓
	3693 CREEKSIDE PARK DR; 06/05/22-07/05/22	Acct: 186140001	\$ 192.00 ✓
6	Persson, Cohen, Mooney, Fernandez & Jackson		
	District Counsel: June 2022	2282	\$ 267.00 ✓
7	PFM Group Consulting LLC		
	Billable Expenses: June 2022	120870	\$ 73.49 ✓
	District Management Fee: July 2022	DM-07-2022-14	\$ 2,500.00 ✓

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**CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 166
7/14/2022

Item No.	Vendor	Invoice Number	FY22 General Fund
8	S & G Pools Pool Service: July 2022	7122	\$ 1,000.00 ✓
9	Southwest Maintenance Services Cleaning Services: June 2022 Cleaning Services: July 2022	6139 7224	\$ 480.00 ✓ \$ 480.00 ✓
10	Synovus Bank Interest Pmt/ Synovus Loan	Interest 07.15.22	\$ 35.00 ✓
11	VenturesIn.com, Inc. Website Maintenance: July 2022	45940	\$ 40.00 ✓

TOTAL

\$ 14,156.03

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Venessa Ripoll

Charles P. Ryan
Board Member

8/8/22

OK 8-8-22

8/17/22

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CROSS CREEK
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 167
7/21/2022

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AUG 01 2022

Item No.	Vendor	Invoice Number	FY22 General Fund
1	PFM Group Consulting LLC Postage/FedEx: June 2022	OE-EXP-07-00014	\$ 11.41 ✓
2	Turner Pest Control Quarterly Pest Prevention	18300849	\$ 140.00 ✓

TOTAL	\$ 151.41
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8/2/22

Venessa Ripoll

Charles R. Key
Board Member

JB
8/8/22

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8/10/22

Cross Creek Community Development District

Review of District Financial Statements

Cross Creek CDD
Statement of Financial Position
As of 7/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$78,952.45				\$78,952.45
Escrow Account	80,000.00				80,000.00
Assessments Receivable	35,130.24				35,130.24
Prepaid Expenses	1,346.87				1,346.87
Due From Other Funds		\$80,000.00			80,000.00
Debt Service Reserve 2007A Bond		14,207.36			14,207.36
Debt Service Reserve 2007B Bond		9,504.92			9,504.92
Debt Service Reserve 2016AB Bond		211,533.31			211,533.31
Revenue 2007AB Bond		17,097.02			17,097.02
Revenue 2016AB Bond		26.30			26.30
Interest 2016AB Bond		700.00			700.00
Prepayment 2016A Bond		52,000.18			52,000.18
Sinking Fund 2016A Bond		0.16			0.16
Acquisition/Construction 2007AB Bond			\$240.26		240.26
Deferred Cost 2007AB Bond			660.04		660.04
Total Current Assets	<u>\$195,429.56</u>	<u>\$385,069.25</u>	<u>\$900.30</u>	<u>\$0.00</u>	<u>\$581,399.11</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$305,069.25	\$305,069.25
Amount To Be Provided				324,930.75	324,930.75
Amount to be Provided (O&M)				10,500.00	10,500.00
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$640,500.00</u>	<u>\$640,500.00</u>
Total Assets	<u><u>\$195,429.56</u></u>	<u><u>\$385,069.25</u></u>	<u><u>\$900.30</u></u>	<u><u>\$640,500.00</u></u>	<u><u>\$1,221,899.11</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$34,568.54				\$34,568.54
Due To Other Funds	80,000.00				80,000.00
Deferred Revenue	35,130.24				35,130.24
Total Current Liabilities	<u>\$149,698.78</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$149,698.78</u>

Cross Creek CDD
Statement of Financial Position
As of 7/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$630,000.00	\$630,000.00
Notes and Loans Payable Long Term (O&M)				10,500.00	10,500.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$640,500.00</u>	<u>\$640,500.00</u>
Total Liabilities	<u>\$149,698.78</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$640,500.00</u>	<u>\$790,198.78</u>
<u>Net Assets</u>					
Net Assets, Unrestricted	(\$48,936.70)				(\$48,936.70)
Net Assets - General Government	46,381.62				46,381.62
Current Year Net Assets - General Government	48,285.86				48,285.86
Fund Balance - Unreserved		(\$1,185,850.00)			(1,185,850.00)
Net Assets, Unrestricted		4,865,467.41			4,865,467.41
Current Year Net Assets, Unrestricted		22,859.84			22,859.84
Net Assets - General Government		(3,317,408.00)			(3,317,408.00)
Net Assets, Unrestricted			(\$1,905,052.55)		(1,905,052.55)
Current Year Net Assets, Unrestricted			4.85		4.85
Net Assets - General Government			1,905,948.00		1,905,948.00
Total Net Assets	<u>\$45,730.78</u>	<u>\$385,069.25</u>	<u>\$900.30</u>	<u>\$0.00</u>	<u>\$431,700.33</u>
Total Liabilities and Net Assets	<u><u>\$195,429.56</u></u>	<u><u>\$385,069.25</u></u>	<u><u>\$900.30</u></u>	<u><u>\$640,500.00</u></u>	<u><u>\$1,221,899.11</u></u>

Cross Creek CDD
Statement of Activities
As of 7/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$343,157.12				\$343,157.12
Other Income & Other Financing Sources	0.61				0.61
On-Roll Assessments		\$46,636.10			46,636.10
Off-Roll Assessments		222,685.88			222,685.88
Other Assessments		2,457,155.76			2,457,155.76
Inter-Fund Group Transfers In		(4.13)			(4.13)
Inter-Fund Transfers In			\$4.13		4.13
Total Revenues	<u>\$343,157.73</u>	<u>\$2,726,473.61</u>	<u>\$4.13</u>	<u>\$0.00</u>	<u>\$3,069,635.47</u>
<u>Expenses</u>					
Public Officials' Insurance	\$2,690.00				\$2,690.00
Trustee Services	5,387.50				5,387.50
District Management	25,000.00				25,000.00
Field Management	5,400.00				5,400.00
Dissemination Agent	3,000.00				3,000.00
District Counsel	5,246.55				5,246.55
Assessment Administration	5,000.00				5,000.00
Reamortization Schedule	125.00				125.00
Audit	4,300.00				4,300.00
Janitorial Service	6,464.75				6,464.75
Postage & Shipping	211.03				211.03
Legal Advertising	274.95				274.95
Contingency	14,805.30				14,805.30
Web Site Maintenance	400.00				400.00
Dues, Licenses, and Fees	286.79				286.79
Principal Payments	10,000.00				10,000.00
Interest Payments	511.36				511.36
Security	7,001.94				7,001.94
Electric	28,748.42				28,748.42
Gas	85.53				85.53
Water	11,458.22				11,458.22
Amenity - Dues & License	375.00				375.00
Pool Maintenance	10,571.95				10,571.95
General Liability Insurance	3,759.00				3,759.00
Property & Casualty	6,098.00				6,098.00
Lake Maintenance	6,300.00				6,300.00
Landscaping Maintenance & Material	99,746.00				99,746.00

Landscape Improvements	15,081.88	15,081.88
Equipment Repair & Maintenance	15,582.70	15,582.70

Cross Creek CDD
Statement of Activities
As of 7/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
Pest Control	960.00				960.00
Principal Payment		\$2,530,000.00			2,530,000.00
Interest Payments		173,880.00			173,880.00
Total Expenses	<u>\$294,871.87</u>	<u>\$2,703,880.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,998,751.87</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income		\$245.31			\$245.31
Net Increase (Decrease) in FV of Inv		20.92			20.92
Interest Income			\$0.27		0.27
Net Increase (Decrease) in FV of Inv			0.45		0.45
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$266.23</u>	<u>\$0.72</u>	<u>\$0.00</u>	<u>\$266.95</u>
Change In Net Assets	\$48,285.86	\$22,859.84	\$4.85	\$0.00	\$71,150.55
Net Assets At Beginning Of Year	<u>(\$2,555.08)</u>	<u>\$362,209.41</u>	<u>\$895.45</u>	<u>\$0.00</u>	<u>\$360,549.78</u>
Net Assets At End Of Year	<u><u>\$45,730.78</u></u>	<u><u>\$385,069.25</u></u>	<u><u>\$900.30</u></u>	<u><u>\$0.00</u></u>	<u><u>\$431,700.33</u></u>

Cross Creek CDD
Budget to Actual
For the Month Ending 7/31/22

	Year To Date			FY 2022
	Actual	Budget	Variance	Adopted Budget
<u>Revenues</u>				
Assessments	\$ 343,157.12	\$ 314,515.83	\$ 28,641.29	\$ 377,419.00
Other Income and Financing Sources	0.61	-	0.61	-
Net Revenues	\$ 343,157.73	\$ 314,515.83	\$ 28,641.90	\$ 377,419.00
<u>General & Administrative Expenses</u>				
Public Officials' Insurance	\$ 2,690.00	\$ 2,383.33	\$ 306.67	\$ 2,860.00
Trustee Services	5,387.50	7,083.33	(1,695.83)	8,500.00
District Management	25,000.00	25,000.00	-	30,000.00
Field Management	5,400.00	6,041.67	(641.67)	7,250.00
Engineering	-	416.67	(416.67)	500.00
Dissemination Agent	3,000.00	3,333.33	(333.33)	4,000.00
Property Appraiser	-	416.67	(416.67)	500.00
District Counsel	5,246.55	6,666.67	(1,420.12)	8,000.00
Assessment Administration	5,000.00	4,166.67	833.33	5,000.00
Reamortization Schedule	125.00	625.00	(500.00)	750.00
Audit	4,300.00	5,416.67	(1,116.67)	6,500.00
Arbitrage Calculation	-	416.67	(416.67)	500.00
Travel and Per Diem	-	333.33	(333.33)	400.00
Telephone	-	41.67	(41.67)	50.00
Postage & Shipping	211.03	83.33	127.70	100.00
Copies	-	20.83	(20.83)	25.00
Legal Advertising	274.95	375.00	(100.05)	450.00
Office Supplies	-	20.83	(20.83)	25.00
Web Site Maintenance	400.00	400.00	-	480.00
Dues, Licenses, and Fees	286.79	145.83	140.96	175.00
Interest Payments	511.36	1,000.00	(488.64)	1,200.00
Principal Payment	10,000.00	8,541.67	1,458.33	10,250.00
Total General & Administrative Expenses	\$ 67,833.18	\$ 72,929.17	\$ (5,095.99)	\$ 87,515.00
<u>Field Expenses</u>				
Contingency	\$ 14,805.30	\$ 12,187.50	\$ 2,617.80	\$ 14,625.00
Electric	28,748.42	33,333.33	(4,584.91)	40,000.00
Gas	85.53	83.33	2.20	100.00
Water	11,458.22	10,000.00	1,458.22	12,000.00
Pool Maintenance	10,571.95	8,333.33	2,238.62	10,000.00
Amenity Dues & License	375.00	312.50	62.50	375.00
General Liability Insurance	3,759.00	3,166.67	592.33	3,800.00
Property & Casualty	6,098.00	5,416.67	681.33	6,500.00
Janitorial/Cleaning	6,464.75	8,166.67	(1,701.92)	9,800.00
Camera/Monitoring	7,001.94	6,420.00	581.94	7,704.00
Lake Maintenance	6,300.00	12,500.00	(6,200.00)	15,000.00
Landscape Maintenance	99,746.00	89,166.67	10,579.33	107,000.00
Landscape Improvements	15,081.88	41,666.67	(26,584.79)	50,000.00
Equipment Repair & Maintenance	15,582.70	10,000.00	5,582.70	12,000.00
Pest Control	960.00	833.33	126.67	1,000.00
Total Field Expenses	\$ 227,038.69	\$ 241,586.67	\$ (14,547.98)	\$ 289,904.00
Total General, Administrative Expenses & Field Expense	\$ 294,871.87	\$ 314,515.83	\$ (19,643.96)	\$ 377,419.00
Total Expenses	\$ 294,871.87	\$ 314,515.83	\$ (19,643.96)	\$ 377,419.00
Net Income (Loss)	\$ 48,285.86	\$ -	\$ 48,285.86	\$ -