

# Cross Creek Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817.

Phone: 407-723-5900, Fax: 407-723-5901

[www.crosscreekcdd.org](http://www.crosscreekcdd.org)

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The meeting of the Board of Supervisors for the **Cross Creek Community Development District** will be held **Friday, February 27, 2026, at 10:00 a.m. at the 4000 Creekside Park Dr, Parrish, Florida 34219**. The following is the proposed agenda for this meeting.

**Call in number: 1-844-621-3956**

**Passcode: 2538 286 6774**

**Join from the meeting link**

<https://pfmcdd.webex.com/meet/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** (*where members of the public desiring to speak on a specific agenda item may address the Board, limited to 3 minutes per person*)

### **Administrative Matter**

1. Review and Consideration of the October 21, 2025, Board of Supervisors Meeting Minutes

### **Old Business Matters**

2. Pool Slide Update
3. Update of Dog Park
4. Update Regarding Lighting Proposal - Fonroche Lighting America
5. Discussion of Board Members Projected Project Expenses

### **New Business Matters**

6. Water Fountains Update
7. Playground Discussion
8. Review and Consideration of the Landscape and Maintenance Contract Renewal with Juniper Landscaping of Florida LLC
9. Review and Consideration of the Landscape and Maintenance Proposals
  - Grant's Gardens SRG LLC
  - Yellowstone Landscape
  - Impact Landscaping & Irrigation
10. Review and Consideration of the Engagement Letter for Rebate Services, Series 2016A&B with GNP Services
11. Ratification of Payment Authorization Nos. 316 – 327
12. Review of District Financial Statements

## **Staff Reports**

- District Counsel
- District Engineer
- District Manager

## **Supervisor Requests & Comments**

## **Adjournment**



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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of the October 21,  
2025, Board of Supervisors Meeting Minutes

**MINUTES OF MEETING**

**CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING**

**Tuesday, October 21, 2025, at 10:00 a.m.  
4000 Creekside Park Dr.  
Parrish, FL, 34219**

Board Members Present were:

Lianna Litwin	Chairperson
Bruce Stolarz	Vice Chairperson
John Free	Assistant Secretary

Also present were:

Venessa Ripoll	District Manager - PFM
Gazmin Kerr	Assistant District Manager – PFM – Via phone
Jennifer Glasgow	Accountant – PFM – Via phone
Kiara Cuesta	Accountant – PFM – Via phone
Andy Cohen	District Counsel – Persson, Cohen & Mooney, P.A.
Jeff Sprouse	District Engineer – Alliant Engineering
Chris Berry	LMP

Various Residents in audience and via phone

**FIRST ORDER OF BUSINESS**

**Organizational Matters**

**Call to Order and Roll Call**

Ms. Ripoll called the meeting to order at 10:00 a.m. and confirmed quorum.

**Public Comment Period**

There were no public comments at this time.

**SECOND ORDER OF BUSINESS**

**Administrative Matters**

**Review and Consideration of the  
September 16, 2025, Board of  
Supervisors Meeting Minutes**

The Board reviewed the minutes.

On MOTION by Mr. Stolarz, seconded by Mr. Free, with all in favor, the Board accepted the minutes of the September 16, 2025, Board of Supervisors' meeting.

## **THIRD ORDER OF BUSINESS**

## **Business Matters**

### **Pool Slide Update**

Ms. Ripoll noted this project is in progress. The contractors have access to everything needed.

Ms. Litwin noted it should take approximately 3 weeks to complete.

There was brief discussion regarding what is needed to complete the project.

This item will be kept on the agenda.

### **Update on Dog Park**

Mr. Cohen, District Counsel, gave an update on the Dog Park. A Title Report was ordered, and the Dog Park is confirmed to be owned by Medallion Homes. It was noted they are not interested in a conveyance at this time. The District is not responsible for maintenance or insurance related to the Dog Park. District Counsel can send any correspondence as requested by the Board.

There was brief discussion regarding the historical background related to the Dog Park and the CDD funds that have been spent on that area. It was noted any CDD owned items can be removed from the Dog Park if the Board so chooses.

A resident noted that when purchasing within the community, the Dog Park was included in the advertised amenities.

There was discussion regarding the Rules and Regulations of maintaining the Dog Park. It was noted the HOA will now be responsible for enforcing the maintenance, as it is a property within Cross Creek.

Mr. Stolarz noted the water needs to be shut off in that location. He will follow up with the County.

It was noted the doggie waste station clean-up service and trash pickup will be canceled, the landscaping will cease, the Cross Creek signage will be removed, and an email blast will be sent out to the residents notifying them of the change. There was brief discussion regarding moving the benches that were bought by the CDD, and a possible new location for a Dog Park. The Board agreed to not move the benches.

Mr. Cohen will send a letter to Medallion Homes confirming their ownership of the Dog Park, and to notify that the CDD is stopping maintenance, stopping insurance, and notifying the residents. There was brief discussion regarding the legalities.

## **Discussion of New Security System Vendor**

Mr. Stolarz received vendor information via email and will get a proposal for the Board's review.

This item will be kept on the agenda.

## **Discussion of Lighting Proposal – Fonroche Lighting America**

The Board reviewed the proposal. It was noted the lighting is more than sufficient for the area.

There was discussion regarding the carrier company and unloading the lighting. It was noted a forklift would be needed.

Fonroche Lighting America reviewed the installation process and cost. He recommended direct burial for the poles. It was noted the vendor can provide installation, but the proposal price will increase. It was noted LMP could provide installation with vendor guidance, or a General Contractor could complete the project.

The Board reviewed the location for the lighting poles and the process for assembly and installation.

It was noted no permits should be needed.

The Board reviewed the scope of the items included in the proposal and cost of installation. It was noted all the various lighting designs were the same cost. The Board agreed on the Essential design.

Ms. Glasgow reviewed the budget and noted \$15,000.00 was allotted for solar lighting. A 50% deposit is required. Ms. Ripoll recommended starting the project in January 2026.

District Counsel will draft the contract agreement. Fonroche Lighting America will submit a new proposal with the Essential lighting design and extension of expiration date to Ms. Ripoll by the end of the week.

There was brief discussion regarding the approval.

On MOTION by Ms. Litwin, seconded by Mr. Stolarz, with all in favor, the Board approved a not to exceed amount of \$40,000.00 for the Fonroche Lighting America proposal, subject to the execution of the contract and funding for the project, with final authorization by the Chair.

Ms. Ripoll will work on finding a General Contractor. It was recommended to contact Owens Electric for a proposal that includes removal of the old poles and installation of the new poles.

### **Discussion of Amenity Center Projects**

This item was moved to the discussion of Board Members Projected Project Expenses.

### **Discussion of Tree Trimming and Removal Memorandum**

Mr. Cohen gave an overview of the memorandum. The memo reviews resident responsibilities regarding tree trimming and removal. It can be sent out via email blast.

Ms. Ripoll will post on the District's website.

### **Discussion of Board Members Projected Project Expenses**

Mr. Stolarz reviewed the project expenses thus far, and for the future. It was noted the rock installation is complete which reduces the debris in the drains. The pool slide repair is in process.

Ms. Cuesta reviewed the Major Repairs line item within the budget. It was noted that the total amount is \$140,000.00, \$40,000 is for the lighting proposal.

There was brief discussion regarding the major repairs budget. Ms. Litwin recommended the playground to be the next major repair.

This item will be kept on the agenda.

### **Water Fountains**

Mr. Cohen reviewed the water fountain locations. It was noted the water fountains are not required at any of the locations, except for the Amenity Center.

There was brief discussion regarding the Amenity Center water fountains. It was noted both fountains would have to be repaired due to ADA compliance. Ms. Litwin recommended removal of the fountain at Rye Grass Loop and the basketball court.

Ms. Ripoll will email the maintenance vendor for removal and repair as recommended.

There was brief discussion regarding the cost and the possibility of having a fountain with the water bottle option.

## **Review and Consideration of Playground Proposals**

It was noted the mulch will be done by the end of the month.

A resident commented regarding the land near the basketball court and noted the mulch is being washed out. She recommended putting sod against the sidewalk to stop this from happening. LMP will follow up.

The Board reviewed the two proposals. It was noted the Playscape Services proposal did not include pictures of the equipment configuration. However, the proposal did include mulch for the playground.

It was noted the ARC proposal did not include the installation cost.

There was discussion regarding the size and the playground design. It was noted it can be smaller and does not need to be the same equipment.

A resident commented regarding the demographic in Cross Creek CDD.

Ms. Litwin noted the playground area floods and needs to be re-mulched and raised. LMP will follow up and submit a quote for the Board's review. This will happen after the playground redo.

Mr. Berry reviewed the scope of work for playground drainage.

The Board requested pictures from Playscape Services and to remove the tax from the proposal. They also requested a proposal from ARC for a smaller playground with installation cost. The proposals also need to include the removal of the playground.

Mr. Stolarz recommended adding new swings. Ms. Litwin recommended inspecting the swing structure. LMP and Mr. Stolarz will follow up.

There was brief discussion regarding placement of mulch versus sand.

Ms. Litwin recommended a budget of \$35,000.00. The second playground is still usable.

Ms. Ripoll will follow up with the vendors for updated proposals.

There was brief discussion regarding the major projects.

This item will be kept on the agenda.

## **Discussion of Possible Dog Park**

Ms. Litwin noted fencing will be the first cost to investigate.

There was brief discussion regarding having water for the dog park and the location.

This item will be kept on the agenda.

**Review and Consideration of  
adding Speed Tables**

Ms. Litwin gave an overview and noted it was previously approved to add speed tables within the community. The County has installed one upgraded speed table for monitoring thus far, but will be changing it to the original design.

The Board reviewed the locations for the speed tables.

On MOTION by Mr. Stolarz, seconded by Ms. Litwin, with all in favor, the Board approved the Speed Tables installation within the community and locations as presented.

**Ratification of FY 26 Egis  
Insurance Package**

Ms. Ripoll noted this is solely for ratification. This insurance coverage started on October 1, 2025.

There was brief discussion regarding the loss of business income coverage. Ms. Ripoll will follow up.

Mr. Free requested a price for umbrella coverage. There was brief discussion regarding that coverage. It was noted the District has sovereign immunity.

There was also brief discussion regarding the replacement values in the insurance package. It was noted the pool was added in the last couple of years.

On MOTION by Mr. Stolarz, seconded by Mr. Free, with all in favor, the Board ratified the FY 26 Egis Insurance Package.

**Ratification of Payment  
Authorization Nos. 311 – 315**

The Board reviewed the payment authorizations.

Ms. Ripoll noted these are contractual obligations that have already been paid. This is solely for ratification.

LMP noted there will be a payment authorization forthcoming for the zone valve batteries.

On MOTION by Mr. Stolarz, seconded by Mr. Free, with all in favor, the Board ratified Payment Authorization Nos. 311 – 315.

### **Review of Districts Financials**

There were no District Financials at this time.

Ms. Cuesta will send to the Board to review when available.

### **FOURTH ORDER OF BUSINESS**

### **Other Business**

### **Staff Reports**

**District Counsel-** No report.

**District Engineer-** Mr. Sprouse noted the new irrigation permit has been completed.

There was brief discussion regarding irrigation use reporting. It was recommended to reach out to Hoover for the total flow information and to gain access. Ms. Ripoll will follow up to get Mr. Sprouse access.

There was also brief discussion regarding the watering days and times. Ms. Litwin noted the County puts water restrictions in place. Residents need to be able to water as needed.

Ms. Litwin commented regarding the Dog Park information and noted she will forward to the HOA.

**District Manager-** Ms. Ripoll noted the tree trimming memo is on the District's website. The November Board meeting will be canceled.

### **FIFTH ORDER OF BUSINESS**

### **Supervisor Requests and Audience Comments**

Mr. Stolarz commented regarding the Advance Aquatics contract price. Mr. Cohen noted an addendum has been completed.

Mr. Stolarz commented regarding the timing of watering. It was noted a mainline was broken and therefore sprinklers are not working correctly. This is due to the County construction.

There was brief discussion regarding the construction. It was noted all water has been capped that was going to Medallion locations.

Ms. Litwin will follow up with the doggy waste station clean-up company.

There was brief discussion regarding the pond that is full of debris and overgrown. The Board reviewed the location. Ms. Ripoll noted LMP mows in that location.

Ms. Litwin recommended approval of a not to exceed amount for the playground. She requested cancellation of the November and December meetings.

On MOTION by Mr. Free, seconded by Mr. Stolarz, with all in favor, the Board approved a not to exceed amount of \$40,000 for the Playground, with authorization by the Chair and agreement by District Counsel.

There were no further Supervisor requests or audience comments at this time.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

Ms. Ripoll requested a motion to adjourn the meeting.

On MOTION by Mr. Stolarz, seconded by Mr. Free, with all in favor, the Board adjourned the October 21, 2025, Board of Supervisors' Meeting for Cross Creek Community Development District at 11:47 a.m.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/ Vice Chairperson



# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Pool Slide Update



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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Update of Dog Park



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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Update Regarding Lighting Proposal -  
Fonroche Lighting America



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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Discussion of Board Members Projected  
Project Expenses

<b>Cross Creek CDD Project Projected Expenses</b>		
<b>as of January 2026</b>		
	<b>Paid</b>	<b>Projected</b>
<b>Description</b>	<b>Amount</b>	<b>Amount</b>
Safe Touch or Similar Security Company Cameras, Gates, etc.	0.00	27,097.75
Softroc Splash Pad Surfacing Material	0.00	20,316.50
Softroc Playground Park Surfacing Material Amenity Center	0.00	20,586.77
Fence/Gate Repair - ADK Construction	10,231.73	0.00
Rocks - Hagood's Landscaping LLC (Inv # 583 Back Area)	2,819.85	0.00
Rocks - Hagood's Landscaping LLC (Inv # 582 Playground & Splash Pad Area)	2,429.85	0.00
Rocks - Hagood's Landscaping LLC (Inv # 583 Fire Pit Area)	2,429.85	0.00
Rocks - Hagood's Landscaping LLC (Inv # 585 Office & Middle Palms Area)	2,299.85	0.00
Rocks - Hagood's Landscaping LLC (Inv # 584 Left Side Area)	2,689.85	0.00
Rocks - Hagood's Landscaping LLC (Inv # 085 Pool Slide Area)	2,359.00	0.00
Playground Equipment Replacement Amenity Center (Estimate)	0.00	25,000.00
Playground Equipment Replacement Rye Grass Loop (Estimate)	0.00	40,000.00
Pool Slide Repair Cost - Vermana	55,195.00	0.00
Mulch - LMP Outside Amenity Center Areas, etc.	7,700.00	0.00
Street Lighting - Fonroche Lighting America (5 Lights Estimate)	0.00	25,293.00
Street Lighting - Fonroche Lighting America (Light Installation Estimate)	0.00	12,000.00
Landscaping - LMP Golf Course Road Entrance Way	0.00	51,710.66
Aeration System - Advanced Aquatics (Pond # 5 Electrical)	0.00	12,300.00
Aeration System - Electrician (Pond # 5 Electrical Hookup Estimate)	0.00	6,000.00
Aeration System - Advanced Aquatics (Pond # 3 Solar)	0.00	16,100.00
Aeration System - Advanced Aquatics (Pond # 10 Solar)	0.00	14,600.00
Aeration System - Advanced Aquatics (Pond # 8 Solar)	0.00	13,600.00
Swing Set Rye Grass Loop Refurbish Center Pole(Grind, Paint, Hardware, etc.)	0.00	2,000.00
<b>Cement Curbing or Black Landscape Curbing to Contain Mulch/Rocks</b>	<b>0.00</b>	<b>0.00</b>
<b>Pressure Wash &amp; Paint Amenity Center &amp; Restrooms</b>	<b>0.00</b>	<b>0.00</b>
<b>Pressure Wash &amp; Paint Amenity Center Exterior</b>	<b>0.00</b>	<b>0.00</b>
<b>Acid Wash or Similar Amenity Center Kitchen &amp; Bathroom Floor Tiles</b>	<b>0.00</b>	<b>0.00</b>
<b>Replace Existing Amenity Center Kitchen Sinks &amp; Faucets</b>	<b>0.00</b>	<b>0.00</b>
<b>Replace/Improve Amenity Center Plants, Shrubs, etc.</b>	<b>0.00</b>	<b>0.00</b>
<b>Concrete Splash Pad Extension to Eliminate Soil Erosion</b>	<b>0.00</b>	<b>0.00</b>
<b>Sidewalk Repairs Amenity Center</b>	<b>0.00</b>	<b>0.00</b>
<b>Basketball Court Repair</b>	<b>0.00</b>	<b>0.00</b>
<b>Lighting - Fonroche Lighting America Phase # 2</b>	<b>0.00</b>	<b>0.00</b>
<b>Bandu LLC - Pool Pumps Drainage Pipe to Assist with Normal Maintenance</b>	<b>0.00</b>	<b>0.00</b>
<b>Removal of Original Electric Street Lights (Phase # 1)</b>	<b>0.00</b>	<b>0.00</b>
<b>Removal of Original Electric Street Lights (Phase # 2)</b>	<b>0.00</b>	<b>0.00</b>
<b>Totals</b>	<b>\$ 88,154.98</b>	<b>\$ 286,604.68</b>
Note - Projects Do Not Include Yealy Maintenance Expenses if Applicable.		



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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Water Fountains Update

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**Fwd: Receipt for payment from North River Plumbing Solutions - Dec 16, 2025**

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**From** Bruce Stolarz <brstolarzcccdd@gmail.com>

**Date** Tue 12/16/2025 1:29 PM

**To** Alan Stolarz <bstolarz.cccdd@gmail.com>

 1 attachment (45 KB)  
receipt.pdf

*Payment of  
INV # 1858 w/  
credit card.*

----- Forwarded message -----

**From:** **North River Plumbing Solutions** <[notification@msg.getjobber.com](mailto:notification@msg.getjobber.com)>

**Date:** Tue, Dec 16, 2025, 11:32 AM

**Subject:** Receipt for payment from North River Plumbing Solutions - Dec 16, 2025

**To:** <[brstolarzcccdd@gmail.com](mailto:brstolarzcccdd@gmail.com)>



**North River Plumbing Solutions**

## Receipt

Hi Cross Creek Community Development District,

This email has a receipt attached to it for your payment of \$790.00.

Please keep this email for your reference.

If you have any questions or concerns, please don't hesitate to get in touch with us at [info@northriverplumbingsolutions.com](mailto:info@northriverplumbingsolutions.com).

Sincerely,

North River Plumbing Solutions

## Payment

[View Invoice](#)

AMOUNT  
\$790.00

TRANSACTION DATE  
Dec 16, 2025

BILLING ADDRESS  
4000 Creekside Park Drive  
Parrish, Florida  
34219, US

METHOD  
Credit/debit card

TRANSACTION #  
ch\_3Sf1ARKXLQIAg16L078XyH8j

DETAILS  
Payment applied to Invoice #1858



**North River Plumbing Solutions** 9418995843  
[info@northriverplumbingsolutions.com](mailto:info@northriverplumbingsolutions.com)  
1611 12th Street East  
Suite C  
Palmetto, Florida 34221

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# North River Plumbing Solutions

1611 12th Street East | Suite C | Palmetto, Florida 34221  
9418995843 | info@northriverplumbingsolutions.com | northriverplumbingsolutions.com

RECIPIENT:

Transaction date Dec 16, 2025

## Cross Creek Community Development District

4000 Creekside Park Drive  
Parrish, Florida 34219

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## Receipt for Payment

Amount: \$790.00

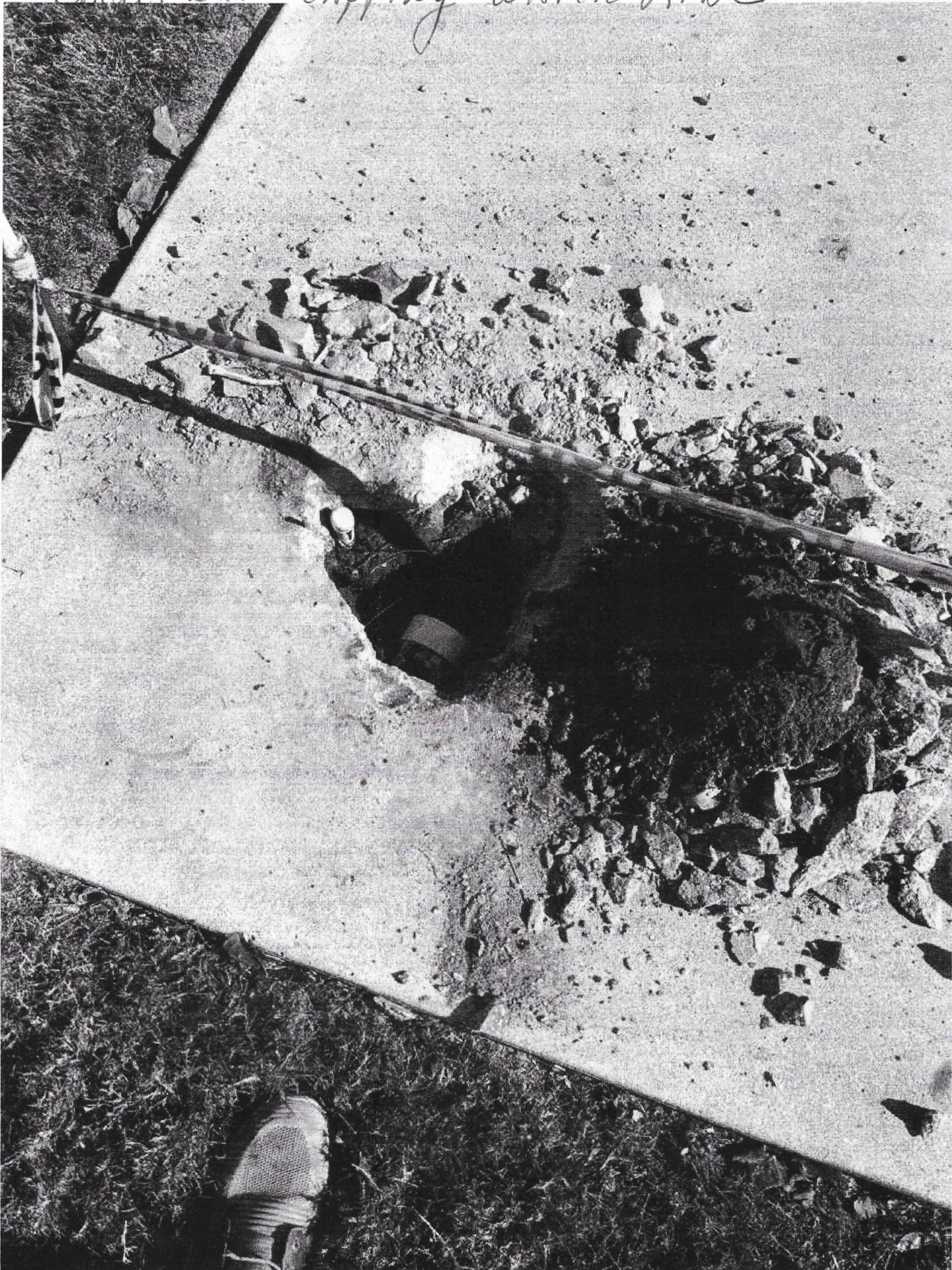
Transaction date: Dec 16, 2025

Method of payment: Credit/debit card

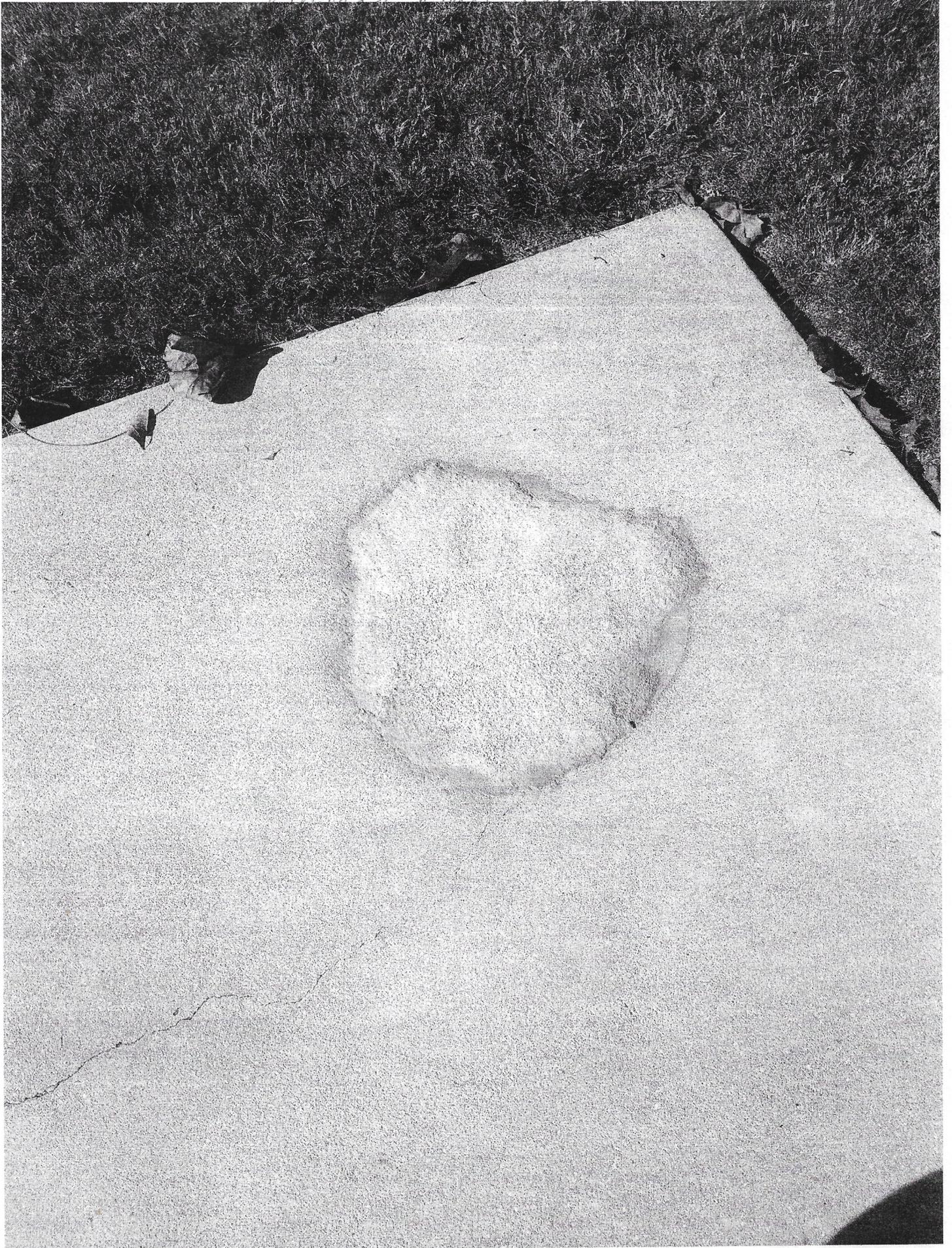
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Payment applied to Invoice #1858

Badly T Ball Chopping water line



Basket Ball Court



Kiddie PLAY Area





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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Playground Discussion  
*(provided under separate cover)*



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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of the Landscape and  
Maintenance Contract Renewal with Juniper  
Landscaping of Florida LLC



## Landscape Maintenance Agreement

Property Name: Cross Creek CDD (Includes Add. #1 & #2)

Billing Company Name: PFM Group Consulting

### Cross Creek 2026 Maintenance Contract

Description of Services	Frequency
<b>General Maintenance Services</b>	
General Mowing Services- Peak	31
General Mowing Services- OFF Peak	11
General Detailing Services- Peak	6
General Detailing Services- OFF Peak	3
Lake Bank Weed Eat on Manorwood Loop	14
Fertilization Program Turf	4
Fertilization Program Shrub	3
Insect and Disease Control- IPM	12
Irrigation Wet Checks	12
Service Terms	
<b>Annual Maintenance Price</b>	<b>\$168,289.10</b>

#### Optional Services

Description of Services	Frequency	Cost per Occ.	Annual Cost

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## Services

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### Mowing:

Mowing shall be performed with commercial grade mower types and blades to provide a quality cut. Mower blades will be sharpened between each mowing to prevent tearing of grass blades. Mowing patterns shall be rotated to minimize scalping and rutting by mower wheels and to minimize soil compaction. Bahia & Saint Augustine Turf shall be mowed at a height of 3- 4". Zoysia Turf will be mowed at 1.5-2". All turf shall be mowed weekly during the growing season of May through October and bi-weekly during the slow growing season of November through April. Should the association request additional cuts, a separate proposal can be provided at the time service is requested. Clippings shall be left on the lawn as long as no visible clumps remain on the grass surface 24 hours after mowing; otherwise, Contractor will collect and dispose of clippings.

### Edging:

All hard surfaces shall be edged at every mowing. All soft surfaces (landscape beds), shall be edged every other visit to maintain a clean edge.

### Debris Removal:

Contractor shall be responsible for the removal of all lawn debris and visible clippings with each site visit and blowing off all walks, driveways, and street area where debris may be visible.

### Bed Weed Control:

All landscape bed areas where weeds are evident will be treated with herbicide to keep these areas relatively weed free. Large weeds will be pulled by hand so as not to be allowed to have enough established quality to detract from the overall aesthetics of the landscape.

### Safety Border:

Unless otherwise agreed upon, a 6 inch safety border will be sprayed around all areas where grass grows up to a structure or building, light poles, back flow preventer, screens and other equipment or structures. This safety border is intended to prevent damage to equipment and structure. If the community does not want the safety border, Juniper Landscaping will not be held responsible for damages to these areas.

### Pruning:

Shall be performed to maintain the natural shape and plant palette characteristics. Pruning shall include, but not limited to, the removal of vegetation that is dead, damaged, or diseased. When diseased vegetation is removed, the pruning cuts shall be made deep into the healthy plant tissue to re-establish healthy growth. Should flat tops and sides be desired, this will be achieved by the use of gas-powered shears. Should the association request additional trims, an additional services proposal can be provided at the time service is requested. All trimming and pruning shall be subject to all applicable State, Federal, and ANSI (American National Standards Institute) regulations.

### Arbor (Below 12 FT):

Trees: Pruned to remove any dead or damaged branches. This will include cross- branching and the raising of canopies to allow safe pedestrian movement on sidewalks and driveways in accordance to good canopy

structure. Trees over 12 feet in overall height requiring service at canopies shall be performed at the Owner’s request and expense.

*Palms:* Fronds shall be removed when frond tips are brown and or damaged with the clean edge cuts made as close to the trunk as possible. Careful trimming procedures shall be followed to prevent damage to any portion of the tree, especially in the crown shaft and bud area. Inflorescence or seedpods and fruit shall be removed on a set cycle. Palms over 12 feet in overall height requiring service at canopies shall be performed at Owner’s request and expense.

**Fertilization:**

Fertilizer services will be overseen by a manager with a Certified Pest Control Operator license. Fertilization will be performed by a technician who is BMP certified and holds a Limited Commercial Fertilizer License issued by the Florida Department of Agriculture and Consumer Services. All fertilizers utilized under this program will be a balanced nutrient package. Only professional commercial grade fertilizers will be used with no less than 50% slow-release nitrogen. Contractor will follow Green Industry Best Management Practices and all state and local fertilizer ordinances. Lawn & ornamentals shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on plant species, site conditions, and fertilizer blends used. Regardless of blends used, Contractor will apply, at a minimum, 4 pounds of nitrogen per 1000 square feet for turf. Ornamentals will vary by species and size. The application of Nitrogen (N) & Phosphorus (P) is prohibited in Florida from June 1<sup>st</sup> until September 30<sup>th</sup>. Changes in regulation, outside of Contractor’s control, may affect service.

**Fertilization**

- 1st Qtr. Application - Turf & Ornamental
- 2nd Qtr. Application - Turf & Ornamental
- 3rd Qtr. Application - Turf
- 4th Qtr. Application - Turf & Ornamental

**Pest, Weeds & Disease:**

Spray services will be overseen by a manager with a Certified Pest Control Operator license. Spraying will be

performed by a technician who holds a Spray ID card issued by the Florida Department of Agriculture and Consumer Services. The control of weeds will be a utilization of liquid and granular applications to areas of infestation. Inspection of the turf and plant material shall be done regularly, with applications performed on a 4-6 week cycle as needed to treat various, controllable pests. Areas will be treated as problems occur. Changes in regulation, outside of Contractor's control, may affect service.

**Weed:** Weed control will be rotated on an 4-6 week cycle and can only be applied safely when wind drift is at a minimum, and in some cases, when average ambient temperature does not exceed manufacturer's label recommended maximum. The control of Crab, Common Bermuda, Torpedo, Tropical Signal and other true grasses in turf excluded from this Contract. In some cases, regulation prevents ability to control and in others there is no permanent eradication and control product. Preemergent applications are not included in this contract unless otherwise agreed upon by Owner & Contractor.

**Pest:** Preventative Grub, Chinch Bug & Fire Ant control is excluded from this Contract unless otherwise agreed upon by Owner & Contractor. A preventive application reduces but does not eliminate the potential of an outbreak. Areas will be spot treated, when identified, as part of an inspection. A proposal will be provided by Contractor, on request from Owner, for preventative treatment options. Nematode, Tuttle Mealybug & Stunt Mite, Azalea Lace Bug, Royal Palm Bug & White Fly control are entirely excluded from this Contract though some may have treatment options. Those treatments will be proposed at request from Owner.

**Disease:** Preventative fungal turf diseases are excluded from this contract unless otherwise agreed upon by Owner & Contractor. Preventive applications for certain diseases can be made to reduce the potential of an outbreak and will be proposed on request from Owner. A preventive application reduces, but does not eliminate, the potential of an outbreak. Lethal Virus Necrosis, Take All Root Rot, Large Patch. Sphaeropsis Gall, Fusarium Wilt, Ganoderma Butt Rot, Lethal Bronzing & Bothryosphaeria Canker are entirely excluded from this Contract. Curable disease treatments will be proposed at request from Owner.

#### **Irrigation:**

**Wet Checks:** Contractor shall perform a routine monthly maintenance inspection of the irrigation system consisting of the following: Activate and inspect each zone of the existing system, visually inspect surface for leaks, adjust and clean sprinkler heads where needed & inspect control valves and valve boxes.

**Technician Adjustments:** Adjust controller to the watering needs and in accordance with state and local ordinances as dictated by site conditions.

All parts needed to maintain functionality of the system will be proposed when exceeding \$500.00. All repairs made, under \$500.00 will be scheduled as discovered. Owner authorizes all repairs under this threshold as part of this Contract. This is a per service threshold, not cumulative. For all repairs in excess of \$500.00, work will not commence until signed off by an authorized representative of the Owner. Irrigation service calls required between scheduled visits will be billed on a time and material basis unless otherwise agreed upon by Owner & Contractor. Emergency service calls, defined as repairs that are not within normal operating hours (Monday through Friday 8:00am-4:00pm) and on holidays, will be billed on a time and material basis but at time and a half rate. There is a minimum \$200.00 service fee which includes the first 2 hours of service.

By state law, any rain sensors found to be in non-working order will be replaced at Owner's expense.

Contractor shall not be responsible for the maintenance or performance of the water source. Contractor is not responsible for the availability of water or the quality of water which results in insufficient volume, pressure, or excessive clogging of nozzles and filters. In instances where poor water quality diminishes the performance of the system, Contractor will propose remedy. Contractor will not be liable for damages as a result insufficient water volume, pressure or quality. In extreme cases, it may be necessary to increase the number of contractual wet checks to keep up with the obstructions in the system. Contractor shall perform a full irrigation audit for the purpose of budgeting long term repairs and renovations at Owner's request and expense.

### **Non-Contractual Services:**

Unless otherwise agreed upon, in writing, by Owner & Contractor, these services include, but are not limited to, tree, palm, plant or turf replacements, irrigation or landscape lighting repairs, mainline, pump station, or water source repairs, drainage work, arbor work, preventative disease & pest treatment, pre-emergent weed control, annual flower rotations, mulch applications, additional services above and beyond contracted frequency, storm preparation or reparation or any requested changes or enhancements to property.

Contractor will make recommendations as needed as well as act on recommendations from Owner. These services will be proposed and billed on a time and material basis. All non-contractual services will not commence without signed, written permission from authorized representative of Owner. In some cases, proposals can be definitive and in others where discovery is involved, Contractor will provide best estimate of cost but will vary based on the work involved. In these cases, detail will be provided to support the cost. Due to the volatility in labor and material cost, and Contractor's inability to budget for non-contractual services, pricing will always be based on cost at time of service.

### **Discovery Period:**

As part of the discovery period, Contractor will provide to Owner, a start-up plan detailing first 90 days of service. This will include the existing deficiencies report, described below, as well as expectations for milestones achieved in each of the thirty (30), sixty (60) & ninety (90) day periods. Start up plan may vary on smaller properties.

Contractor will utilize the first ninety (90) days of service to identify existing deficiencies on site. Issues include, but are not limited to, negligent pruning or mowing, excessive debris, high or low pH in soil, insufficient cation exchange rate, poorly drained areas, all malfunctioning or non-operational irrigation or landscape lighting, water quality, volume or pressure issues and active disease or pests affecting trees, palms, ornamentals or turf. Depending on the level of deficiency and property size this may be completed sooner but it may also exceed the ninety (90) day benchmark. In the event evaluation will exceed ninety (90) days, Contractor will notify Owner and set a new expectation.

Once evaluation is complete, Contractor will provide a detailed issues report along with proposals for remediation. Owner has an obligation to either approve remediation work or waive Contractor's liability for pre-existing deficiencies, including future damages they may cause.

### **Terms & Conditions:**

This Contract is for an initial term of twelve (12) months, with two twelve (12) month renewals, beginning with the contractual start date on this agreement. Owner or Contractor may terminate this agreement at any time with (30) day certified mail notice for cause. In the event neither party terminates this agreement, it will automatically renew with 5% increase for the next twelve (12) months. In the event Contract is terminated prematurely, Owner is responsible for actual costs incurred, rather than the level billing. Level billing is only done out of convenience to the Owner and does not reflect where costs are accrued.

Contractor reserves the right to terminate Contract or stop service after Owner is thirty (30) days past due. In the event of a dispute on Contracted services. Under no circumstances is Owner permitted to hold payment for Contracted services rendered. The Owner may terminate this agreement for cause as provided herein: 1. Owner shall provide Contractor written notice by certified mail of deficiencies in the performance of the

contracted scope. 2. Contractor shall have fifteen (15) days after receipt of notice to remedy deficiencies referenced in the notice. 3. If the remediation period expires and deficiencies are not corrected, Owner may send termination notice by certified mail. Termination shall be effective thirty (30) days after receipt of termination notice. In the event of a mid-term Contract termination Owner agrees to pay for services rendered in lieu of the level billing structure established for convenience to the Owner.

**Standard Warranty:**

Contractor agrees to warranty Juniper installed irrigation, drainage and lighting for one (1) year, trees and palms for six (6) months, shrubs and ground cover for three (3) months, and sod for thirty (30) days. All products used by Contractor in the service of executing Contract scope are purchased from professional green industry vendors and manufacturers. Contractor is not responsible for damages due to acts of God or damages by others. This includes, but is not limited to freeze damage, tornadoes, hurricanes, strong winds, lightning, excessive water, insufficient water, poor existing soil conditions, poor drainage, disease, pest. Any losses due to Acts of God or damages by Others, whether primary or secondary are the sole liability of the Owner. Warranty is not valid for any relocated materials, materials provided by others or and materials that do not have an automatic irrigation system supplying supplemental water. Warranty is not valid for failure of water or power supply. Juniper is not responsible for damage to non-located underground. Juniper maintaining a property, alone, does not constitute warranty of issues on that property.

**Fees and Costs:**

In the event of a payment default, Owner shall be responsible for paying the costs Contractor incurs to collect any unpaid balance, including but not limited to, attorney's fees and court costs. Past due, unpaid balance shall accrue interest at the highest lawful rate specified in the Florida statutes until paid in full.

**PAYMENT SCHEDULE**

<b>SCHEDULE</b>	<b>PRICE</b>	<b>SALES TAX</b>	<b>TOTAL PRICE</b>
February	\$14,024.09	\$0.00	\$14,024.09
March	\$14,024.09	\$0.00	\$14,024.09
April	\$14,024.09	\$0.00	\$14,024.09
May	\$14,024.09	\$0.00	\$14,024.09
June	\$14,024.09	\$0.00	\$14,024.09
July	\$14,024.09	\$0.00	\$14,024.09
August	\$14,024.09	\$0.00	\$14,024.09
September	\$14,024.09	\$0.00	\$14,024.09
October	\$14,024.10	\$0.00	\$14,024.10
November	\$14,024.09	\$0.00	\$14,024.09
December	\$14,024.10	\$0.00	\$14,024.10
January	\$14,024.09	\$0.00	\$14,024.09
	<b>\$168,289.10</b>	<b>\$0.00</b>	<b>\$168,289.10</b>

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**Juniper Landscaping of Florida LLC**

Date \_\_\_\_\_

**Cross Creek CDD (Includes Add. #1 & #2)**



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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of the Landscape  
and Maintenance Proposals

# GRANT'S GARDENS



02/10/2026

Cross Creek (CDD) Community Development District Manatee County, FL  
C/O PFM Group Consulting, LLC  
12051 Corporate Boulevard, Orlando, FL 32817  
PH: 407-723-5943  
Email: ripollv@pfm.com

Dear Venessa Ripoll,

Thank you for the opportunity to present you with our comprehensive landscape gardening service.

We are landscape professionals. Our people have, through their performance, built a company that enjoys a local reputation of excellence, providing the most advanced landscape gardening management.

Our people are highly trained, skilled professionals whose goal is to provide the finest customer service. They want to exceed your expectations!!!

At Grant's Gardens we pride ourselves in taking the time necessary to review your environment, architectural design and lifestyle. We are sensitive to the characteristics of the individual site. Backed by sound horticultural and arboricultural principles, our accredited landscape gardening specialists will work closely with you to realize your property's full potential.

Grant's Gardens offers a wide variety of products and services. It is my hope that this proposal will meet with your approval. If there are any questions or concerns, please do not hesitate to give me a call.

Sincerely,

Grant's Gardens SRQ LLC  
Office 941-343-9396  
Web Address: [grantsgardens.com](http://grantsgardens.com)

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Client Initials \_\_\_\_\_

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*Herald Tribune Community Choice and SRQ Magazine Best of SRQ Award Winners*



### Landscape Gardening Agreement

This Landscape Gardening Agreement (this “Agreement”) is made and entered into on \_\_\_\_\_ (the “Effective Date”) by and between Grant’s Gardens SRQ, LLC (here in after referred to as “Contractor” or “Grant’s Gardens”) located at 1465 Northgate Blvd. Sarasota, FL 34234 and PFM Group Consulting, LLC (hereafter referred to as “Client”) located at Cross Creek (CDD) Community Development District Manatee County, FL.

**A. Scope of Work:** Contractor shall provide grounds maintenance services, as more particularly described in Exhibit A, for all existing landscaped areas of Client’s property. The areas covered begin at the property line, or the landscaped edge of the property, and continue throughout the property. Dune areas and mangrove communities are not covered under this Agreement unless otherwise stated. Contractor is responsible for providing all equipment and labor necessary to perform the work. Contractor’s maintenance crew will visit the property every week, whether it is a mow week or not, to perform cleanup or any other detail work as needed.

**B. Excluded from Scope of Work:** To be certain, Client hereby expressly acknowledges and agrees that tropical storm clean-up services and/or hurricane clean-up services is not included in the scope of work as provided for in this Agreement. Such services will be billed separately as may be mutually agreed to by the parties. Further, this Agreement is for maintenance only and does not include any guarantee or replacement of turf, trees, shrubs, or other plant materials that fail due to disease, pests, improper irrigation, severe weather, or other similar causes. Any replacements shall be subject to a separate proposal.

**C. Contractor’s Representations:** Contractor shall perform Contractor’s duties in a prudent, reasonable, and efficient manner. Contractor maintains control over the method and means of delivering the services provided and is responsible for the performance of such services. At all times, Contractor shall act in a reputable and ethical manner, and in conformance with all laws, rules, and regulations. Contractor shall furnish whatever tools or materials that Contractor may need to complete the job. Contractor is responsible for obtaining any licenses and/or permits required by all public authorities for activities on Client’s property.

**D. Considerations Prior to Entering into this Agreement:** Renovations and modifications to the existing irrigation system may be required to ensure 100% coverage to all existing and newly landscaped areas. This activity includes:

- The raising of irrigation heads;
- The relocation of heads;
- Ensuring that turf areas and bed areas are not on the same zone, except under special circumstances – e.g. – low pressure;
- Ensuring rotors and pop-up heads are not on the same zone, except under special circumstances;
- Install drip irrigation in pots/containers;
- Evaluate/Install rain sensor if necessary;

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- Spray paint white stand pipes, black; and
- Relocation of irrigation controller to the outside if necessary.

**E. Term & Auto-Renewal:** The initial term of this Agreement shall commence on the Effective Date and continue for three (3) years thereafter (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive three (3) year periods (each, a “Renewal Term,” and together with the Initial Term, the “Term”), unless either party provides the other with at least ninety (90) days’ prior written notice of non-renewal before the end of the then-current Term.

**F. Termination:** If Contractor fails to perform services in accordance with this Agreement, including failing to maintain standards reasonably expected of professional landscape maintenance providers, Client may provide written notice describing the failure in reasonable detail. Contractor shall have thirty (30) days from receipt of such notice to commence and diligently pursue corrective action.

If Contractor does not commence and diligently pursue corrective action within such thirty (30) day period, Client may thereafter terminate this Agreement by providing ninety (90) days’ written notice of cancellation. In the event of such termination, Client shall pay Contractor for all services performed through the effective date of termination.

If circumstances arise which, in Contractor’s reasonable judgment, make it impracticable or commercially unreasonable for Contractor to continue performance under this Agreement, Contractor may terminate this Agreement by providing Client with ninety (90) days’ prior written notice. Contractor shall continue to perform its obligations through the effective date of termination, and Client shall remain responsible for payment of all amounts due for services properly performed.

**G. Cost and Payment:** The initial cost and pricing terms of Contractor’s services is provided for on the signature page hereto. It is important to note that the monthly charge is based on all services rendered over a period of twelve (12) months and not on a weekly basis.

Invoices will be billed in advance for the following month, starting with the first month of services and onward.

**During the term of this Agreement, payment shall be due on the first (1<sup>st</sup>) of each month and considered late if not paid by the tenth (10<sup>th</sup>) of each month.**

Notwithstanding anything contained herein to the contrary, if any undisputed invoice remains unpaid for more than thirty (30) days after its invoice date, Contractor may, upon three (3) business days’ written notice to Client, suspend services until payment is received. If Client fails to cure such nonpayment within that period, Contractor may terminate this Agreement upon written notice. Upon termination for nonpayment, all amounts owed to Contractor for services rendered through the termination date shall become immediately due and payable.

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**H. Lost Visit:** Due to the comprehensive nature of our gardening services, Contractor generally makes up lost service visits in the same week. Lost visits occur due to situations such as inclement weather or national holidays. To accommodate for lost visits, Contractor will either make an abbreviated visit another day during the same week or will spend more time on your property the following visit if needed to ensure that the quality you are accustomed to is maintained. The week between Christmas and New Years, for example, generally creates a lost visit that the Contractor will make up the following week.

If Contractor has missed service in a particular week and you are hosting events, entertaining guests, etc., please feel free to contact the office if you need the property mowed or the decks, patios, sidewalks and driveways free of debris. Contractor will make every effort to meet that concern.

**I. Price Adjustments:**

1. *Customary Increase.* Prices for services under this Agreement, including any annual or periodic contract amount, shall increase by three and one-half percent (3.5%) per year as a customary adjustment, beginning on the first anniversary of the Effective Date and on each anniversary thereafter during the Initial Term and any Renewal Term, unless otherwise agreed in writing by the parties.

2. *Requests Above 3.5%.* If Contractor seeks an increase greater than 3.5% for any upcoming contract year (whether within the Initial Term or any Renewal Term), Contractor shall provide written notice of the proposed rate at least thirty (30) days prior to the anniversary date on which such increase would take effect. If Client does not object in writing within fifteen (15) days after the date of such notice, the Agreement shall continue for the upcoming year at the proposed rate. If Client timely objects, Contractor may, in its sole discretion, either (i) revise the proposal (including applying the 3.5% customary increase) or (ii) elect non-renewal, effective at the end of the then-current Term.

3. *Special Adjustments.* Contractor may apply temporary surcharges to reflect extraordinary increases in fuel, materials, disposal fees, labor mandated by law, or other similar costs outside its control. Such surcharges shall be separately stated on invoices, remain in effect for such period as Contractor determines appropriate, and may be reduced or removed in Contractor's discretion. Contractor shall provide Client with at least thirty (30) days' prior written notice (via invoice or email) identifying the basis for the surcharge. If Client objects in writing within fifteen (15) days, the parties shall confer in good faith; if no agreement is reached, Contractor may continue services without the surcharge or provide ninety (90) days' written notice of termination.

**J. Indemnify and Hold Harmless:** Contractor shall not be responsible or liable for:

1. Damage caused by mowing, string trimming, or edging where rocks, pebbles, or other landscape materials have encroached into turf areas without a proper edging or buffer separating them from mow or trim zones.

2. Damage to utilities, irrigation, lighting, fencing, tanks or other property not properly installed, buried, protected, or demarcated according to Contractor, or where no buffer or mulch bed exists adjacent to structures, fences, backflows, or fixtures.

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3. Personal injury or property damage arising out of or resulting directly or indirectly from the accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and other paved surfaces between scheduled visits or plant materials, lighting systems, irrigation systems, etc. due to theft, vandalism, abuse, wind, freeze or acts of God.

4. Preserve areas, or service areas that are obstructed and not accessible.

5. Servicing areas that are obstructed, unsafe, or not reasonably accessible, including but not limited to areas with blocked access, debris, or pet waste, and Contractor has no liability for omissions or skipped service resulting from its presence.

6. The availability or quality of water that impairs irrigation system performance, though Contractor may provide recommendations for remediation.

**K. Insurance:** Contractor agrees to carry general liability insurance covering property damage and personal injury with minimum coverage of \$1,000,000 per accident.

**L. Miscellaneous:**

1. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

2. Client shall not assign any rights under this Agreement without Contractor's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Contractor may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

3. Client hereby agrees that during the Term of this Agreement and for a period of twenty-four (24) months following the termination or expiration of this Agreement or termination of Contractor's personnel, whichever is soonest, Client shall not make any solicitation or accept an offer to employ or retain the Contractor's personnel to provide grounds maintenance services, without written consent of Contractor to be given or withheld in Contractor's sole discretion.

4. Any notices required or permitted under this Agreement shall be in writing and shall be deemed sufficient if delivered (i) by hand, (ii) by certified mail, return receipt requested, (iii) by nationally recognized overnight courier, (iv) by first-class U.S. Mail, postage prepaid, or (v) by electronic mail ("email") to the party's last known mailing or email address. Notices sent by hand shall be effective upon delivery. Notices sent by certified mail, courier, or U.S. Mail shall be effective upon receipt. Notices sent by email shall be effective on the date transmitted, provided that no bounce-back or error message is received.

5. Should it become necessary for either party to retain the services of an attorney to enforce any provision of the Agreement, the non-prevailing party agrees to pay to the prevailing

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party the costs of any legal proceedings and reasonable attorney and paralegal fees, including any attorney and paralegal fees and costs incurred as a result of an appellate proceeding.

6. This Agreement, and all of the terms and conditions hereof, shall be construed and interpreted in accordance with the laws of Florida and venue for any litigation arising hereunder shall be in the state or federal courts as appropriate in Sarasota County, Florida.

7. This Agreement is the product of a joint negotiation of the parties and no rule of interpretation or construction shall be adopted to construe this Agreement against any party as the purported drafter of this Agreement.

8. Each provision of this Agreement shall be interpreted in such manner as to be valid and effective under applicable law. If any provision of this Agreement or the effect thereof shall be found invalid, such provision shall: (i) first, be replaced by a new provision most closely corresponding to the intent of the parties and in compliance with the law, or (ii) if a replacement cannot be derived to meet the objectives of (i) herein, then the provision shall be denied effect only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION PERMITTED HEREUNDER AND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. The terms contained in this Section L shall survive termination of this Agreement.

11. This Agreement, together with any other documents incorporated herein by reference, and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the parties understand and agree to this Agreement and the Payment Terms set forth immediately below.

**Cost, Payment, and Terms:**

Landscape Gardening Contract: Cost per month: \$ \$14,024.00

*This proposal is valid for a period of thirty (30) days.*

The prices, specifications and conditions are satisfactory and are hereby accepted.

**Client:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor:**

Grant's Gardens SRQ, LLC

By: *Glenn Souza*

Name: Glenn Souza

Title: Partner

Date: 02/10/2026

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**Payment Instructions**

Grant's Gardens accepts checks, credit & debit cards, as well as ACH payments. For checks, please make them out to Grant's Gardens and mail them for arrival by their due date to:

Grant's Gardens  
1465 Northgate Blvd  
Sarasota, FL 34234

For credit & debit cards or ACH payments, please fill out the appropriate form on the following pages.

**Customer Billing Address**

**Please enter the billing address for invoices and other correspondence below (if different than the property address):**

**Billing Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

Client Initials \_\_\_\_\_

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**Credit/Debit Card Payment Authorization**

You authorize regularly scheduled charges to your Credit/Debit Card. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you and the charge will appear on your Checking Statement. You agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice from us at least thirty (30) days prior to the payment being collected.

I, \_\_\_\_\_, authorize Grant’s Gardens SRQ, LLC to charge my Credit/Debit Card for monthly lawn service on or about the 1<sup>st</sup> of each month.

**Billing Details**

Billing Address \_\_\_\_\_ Phone # \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

**Credit/Debit Card Information** – Please note, there is a 3% processing fee for all credit card transactions

- Credit Card      or       - Debit Card
- Visa    - MasterCard    - AMEX    - Discover

Cardholder’s Name - \_\_\_\_\_

Credit Card Number - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Expiration Date - \_\_\_\_ / \_\_\_\_

Security Code (CVV) - \_\_\_\_

**Individual’s Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Client Initials \_\_\_\_\_

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**ACH Authorization Form**

I, \_\_\_\_\_, authorize Grant's Gardens SRQ, LLC to charge my bank account for monthly lawn service on or about the 1<sup>st</sup> of each month.

**Billing information**

Customer Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Bank (ACH) Information**

Type of Account: \_\_\_\_\_

Name on Account: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank City/State: \_\_\_\_\_

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT A**

**GROUNDS MAINTENANCE SERVICES**

**Mowing:** All turf areas will be mowed once a week from April through October (during the growing season). During the dormant season, (November through March) all turf areas will be mowed every other week or as conditions warrant. The intention is to mow frequent enough so that no more than one third of the leaf blades are removed per mowing. Mowing blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety. Zoysia may be cut shorter than usual in the spring to help rejuvenate the root system. Retention areas and other areas too wet for proper mowing will be mowed as soon as the ground is firm enough to allow normal mowing procedures.

**Edging:** All turf areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways, parking lots, curbing and all bed lines, etc. will be edged with a "blade edger" in order to maintain clean, crisp and consistent edge lines. Edging will be performed every time the turf is mowed during the growing season, and at least every other mowing during the dormant season.

**Weeding:** Weeding of plant beds will be performed as necessary to control weed population and maintain healthy plants with a neat appearance. Grant's Gardens requires mulching properties one (1) time per year to help control weed activity. Herbicide will be used in paved areas and concrete expansion joints to prevent weeds. Weed control in plant beds, open beds, joints in walks, decks, curbs and drives will be performed using appropriate manual (hand pulling) and or herbicide control methods. When it is necessary and practical to use, pre and/or post emergent herbicides will be applied with care to ensure no harm will be done to adjacent desirable plants.

**Clean-Up:** All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the common areas before each mowing. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

**Palm and Tree Trimming:** Palms up to fifteen feet

(15') in overall height will be trimmed one time per year after seed pods emerge usually between September and December. Grant's Gardens trims palms only to remove seedpods and fronds just above the 180-degree plane. Any additional trimming requested will be performed at an additional charge.

All trees in pedestrian walkways will have a clearance maintained up to seven feet (7') in height. Trees along roadways, entrances, and driveways will have a clearance maintained up to twelve feet (12') in height. Any tree crowns/canopies fifteen feet (15') above the ground can be trimmed on an "as needed" basis at the Client's written request for an additional cost at Grant's Gardens discretion.

**Pruning and Trimming:** Selective pruning will be performed on all ornamental plants in order to maintain the natural habitat of the plant and to ensure health and vigor. Shrubs and hedges will be sheared and pruned in a consistent manner to allow for further budding, blooming and proper growth. Pruning of plants that overhang curbs, sidewalks, passageways, patios, air conditioning units and parking areas will be addressed when necessary.

**Fertilization and Insecticide:**  
All turf areas will be fertilized four (4) times per year to reflect the parameters of the new Fertilizer Ordinance that has gone into effect February 2008 in Sarasota County. The application method (granular or liquid) and makeup of the fertilizer used will be determined by soil analysis and other environmental factors. Weed control in the turf will be performed during the winter months or when available herbicide products allow. Insecticide will be applied as needed to control any pests normally associated with turf damage (chinch bugs, sod webworm, etc.) and is not expected to control such pests as termites, fleas, rodents, etc. Any fungicide applications of Subdue, Clearys 333 and Bayleton, or white grub treatments applied to the turf will be at an additional charge to the customer.

Trees, shrubs and palms will be fertilized two (2) times

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per year. A well-balanced fertilizer will be used for continued health and vigor. Some ornamental plants and palms will require an additional feeding during the year to deter any deficiencies that may occur.

**Recurrent treatment for Chili Thrips will be billed at an additional charge to the client. Any plant replacement due to damage by Chili Thrips will be billed separately.**

All trees, shrubs and palms will be monitored to ensure early detection of existing or anticipated problems. The contractors "Landscape Gardening Program" focuses on maintaining healthy plants, which stimulates their natural defense systems. However, if pests become a problem, the contractor will use a wide variety of environmentally sensitive strategies (insect traps, horticultural oils, horticultural soaps, pruning or small scale spot spraying) to maintain a more natural balance.

**Irrigation:** Contractor is required to follow rules and regulations as outlined by County municipalities regarding watering schedules for your area. Contractor will be responsible for the proper operation, checks and adjustments of the irrigation system to allow sufficient watering of turf, shrubs and flowering annuals. These checks will be performed no less than one (1) time per month. Contractor will repair or replace any properly installed sprinkler heads at its cost that are damaged during the garden maintenance operations. All other repairs will be performed on a time and material basis. Contractor will notify Client of any repairs needed to the irrigation system and will operate it in a manner that provides the most efficient use of water resources. Contractor will implement a work order system that allows for tracking of repairs and additional work.

**Special Information:** A new strain of Asiatic Scale is decimating King Sagos. Client / management will be required in order to help control this insect.

Due to stress factors in the landscape, it is difficult to keep citrus healthy and vigorous throughout the year. A special citrus program can be provided at an additional cost.

Plant fungus control can be performed on an as needed basis using correct chemical control at an additional cost.

Gardenias are a problematic shrub with regard to ants, scale, aphids and sooty mold. There will be times of the year where these particular organisms are difficult to control. Client will be required to help in this endeavor.

Palms, trees, shrubs and ground covers should be fertilized two times per year. As trees and shrubs continue to mature, fertilizer amounts and doses may need to be increased. If liquid fertilization and/or soil injection is required, this will be performed for an additional charge.

If a persistent problem occurs with either shrubs, palms, or turf and normal remedies have been performed as outlined in this Agreement, additional treatments outside of this Agreement can be made at an additional charge to the client.

Winter Over-seeding – It may be desirable to overseed to maintain green color during the winter months, depending on type of grass. This will be performed at an extra cost to client.

Chinch Bugs damage may occur due to the removal of Organo-Phosphates and other effective chemicals from the market place. Effective Chinch bug control will depend on proactive monitoring and an effective irrigation system.

Contractor will not be responsible for the replacement of turf and cannot be held accountable for the decline of turf areas due to the Chinch bug damage.

Bermuda Grass (Cynodon Species) can be a tenacious weed of Zoysia and St. Augustine lawns. Bermuda grasses have aggressive stolons and rhizomes, which are difficult to control with herbicides. Grant's Gardens, Inc. cannot be held responsible for those lawns infested with Bermuda Grasses, especially those properties adjacent to golf courses.

**Seasonal Color:** Maintenance – Grant's Gardens will purchase and install seasonal color at an additional

Client Initials \_\_\_\_\_

GG Representative Initials **GS**

# GRANT'S GARDENS



charge. We will discuss seasonal color preference and frequency of rotations with the Client / management. We are tied to specific suppliers and therefore are tied to their products. If Client / manager wants plants other than those our supplier can provide, client is to ensure that products are on hand when we visit the property. If we must pick up the products, there will be an extra charge on a time and material basis. Grant's Gardens will maintain the seasonal color to ensure health and vigor.

**Mulch:** Maintenance – At an additional charge to

client all areas where mulch is used shall be top dressed one time per year. Any additional mulching or re-landscaping to be as per Client basis. Availability and the client's preference will determine the timing of the installation of mulch. However, mulch is typically installed in the early winter months. Mulch helps promote a root bio-stimulant called mycorrhizae – a fungi that once in contact with landscape plant roots encourages superior plant health that guards against drought and pathogens. Regularly applying mulch will enhance the planting bed with the nutritional organic fertilizer – all natural mycorrhizae.



**YELLOWSTONE**  
LANDSCAPE

**Cross Creek CDD**

**LANDSCAPE  
MAINTENANCE  
2026-2027**

**Prepared By:**

Bill Simpson  
Yellowstone Landscape

**Prepared For:**

Vanessa Ripoll  
PFM Consulting Group LLC

*Excellence*

IN COMMERCIAL LANDSCAPING

# WELCOME FROM OUR CEO

[Document.SentDate]

Vanessa Ripoll  
PFM Consulting Group LLC



**RE: Cross Creek CDD**

On behalf of the thousands of Yellowstone Landscape Professionals across the United States, I want to thank you for considering us as your commercial landscape maintenance partner. It is truly an honor to be invited to care for the outdoor spaces that matter most to you, your community, and the people you serve.

For more than two decades, Yellowstone Landscape has been dedicated to one mission: delivering ***Excellence in Commercial Landscaping***. That commitment lives in the work of our teams every day - whether we're maintaining the beauty of a homeowners association, enhancing a corporate campus, or preserving the landscapes of our public institutions.

What makes Yellowstone Landscape unique isn't just the scale of our operations across the country. It's the pride and professionalism of the people who wear our logo. From the crews on your property each week to the specialists supporting irrigation, tree care, and enhancements, we share a common purpose - to ensure your landscape not only looks its best, but also functions in ways that make your property safer, more welcoming, and more sustainable.

We are grateful for the opportunity to earn your trust and to demonstrate why so many organizations rely on Yellowstone Landscape as their partner of choice.

Sincerely,

*Harry Lamberton*

Harry Lamberton  
*President & Chief Executive Officer*  
Yellowstone Landscape



**YELLOWSTONE**  
LANDSCAPE

# ABOUT YOUR NEW PARTNER





**7000+**

Landscape Professionals serving clients with unique properties and diverse service needs across the country each day.

**80+**

Service branch locations in over 20 states serve as our local hubs for coordinating your service teams.

**2500+**

Commercial vehicles on the road every day, safely transporting our crews, equipment, and materials to client properties.





**YELLOWSTONE**  
LANDSCAPE

# OUR APPROACH



# Cross Creek CDD's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.

**DAYS**



**1-30**



	Meet with Property Manager to review Startup Plan
	Discuss Our Approach and Service Map
	Complete an irrigation audit of the entire system
	Present irrigation deficiencies with plan for corrections
	Begin regular maintenance task schedule
	Cleanup previously neglected and high impact impact areas
	Spot treat weeds in turf areas and planting beds
	Discuss options for turf areas beyond reclamation
	Apply fertilizer to struggling areas across the property
	Begin insect and disease treatments
	Remove severely declining/lost plant material and present proposals for replacement
	Walk the property with Property Manager to identify areas for improvement and prepare proposals for enhancement

# Cross Creek CDD's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.

**DAYS**



**31-60**

	Walk property with Property Manager to evaluate improvements
	Evaluate our approach and make any necessary adjustments
	Continue irrigation maintenance and inspections
	Continue routine maintenance tasks as scheduled
	Retreat turf weeds and continue weed control applications throughout property
	Monitor and treat insect and disease problems in plant material
	Discuss options to improve “curb appeal” in high profile areas



# Cross Creek CDD's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.



	Walk property with Property Manager to evaluate improvements
	Assess results from actions taken in 30 day and 60 day plans
	Continue irrigation maintenance/inspections
	Continue turf weed and control applications throughout property
	Monitor and treat insect and disease problems in plant material throughout property
	Continue routine maintenance tasks as scheduled
	Schedule 6-month site evaluation with Property Manager



# QUALITY CONTROL PROCESS

Quality landscapes don't happen by accident. Our multi-tiered inspection system ensures your property receives consistent attention from experienced professionals at every level of our organization.



## WEEKLY PROPERTY INSPECTIONS

Your Account Manager walks your property each week, creating detailed punch lists that address everything from sight line obstructions to seasonal pruning needs. These inspections ensure crews know exactly what requires attention and can prioritize work based on your property's current conditions.

*Four levels of inspection mean your property is never relying on just one perspective. When problems get caught early, excellence becomes routine.*

## REGULAR CLIENT COLLABORATION

We meet with you routinely to align on priorities, review completed work, and plan upcoming activities. You'll receive weekly summaries that document what we've accomplished and what's scheduled next, keeping you informed without requiring constant follow-up.



# QUALITY CONTROL PROCESS

Quality landscapes don't happen by accident. Our multi-tiered inspection system ensures your property receives consistent attention from experienced professionals at every level of our organization.

## CROSS-PROPERTY REVIEWS

Our Branch Manager conducts regular inspections across all properties, bringing fresh perspective to maintenance practices and crew performance. This outside view catches issues that daily familiarity might miss and creates opportunities for Account Managers to learn from successes across our portfolio.



## EXECUTIVE OVERSIGHT

Our Regional Vice Presidents and General Managers perform monthly property reviews, applying decades of experience to identify opportunities for improvement. This executive-level attention ensures your property benefits from the highest level of expertise in our organization.

***The Result:*** Problems get identified and resolved quickly. Your property receives the benefit of continuous improvement, proactive planning, and the collective expertise of our entire management team, not just the crew you see each week.



**YELLOWSTONE**  
LANDSCAPE

# CLIENT SPECIFIC ASSESSMENT



# EXECUTIVE SUMMARY

## *Understanding Your Needs*

After carefully assessing the landscape at **Cross Creek CDD**, we recognize your specific challenges include aging irrigation infrastructure, inconsistent fertilization, and irrigation issues along the main entrance. As a property that demands peak performance from your landscape, maintaining an impressive appearance year-round is crucial to your reputation.

## *Our Tailored Solution*

Yellowstone Landscape proposes a comprehensive maintenance program designed specifically for your landscape, including:

- Professional maintenance of all turf, bed areas, and common spaces
- Quarterly horticultural evaluations with proactive plant health care treatments
- Complete irrigation system management with Monthly inspection reports
- Customized fertilization for your turf, trees and shrubs, based on soil test results
- Dedicated Account Manager with regular property walks and progress reporting

## *Why Choose Yellowstone Landscape*

With years of experience serving properties like yours throughout the country, our team brings specialized expertise in landscape management. Our local branch location just a few miles from your property ensures rapid response times, while our established relationships with local suppliers guarantee the best plant materials for your unique environment.

## *Investment and Value*

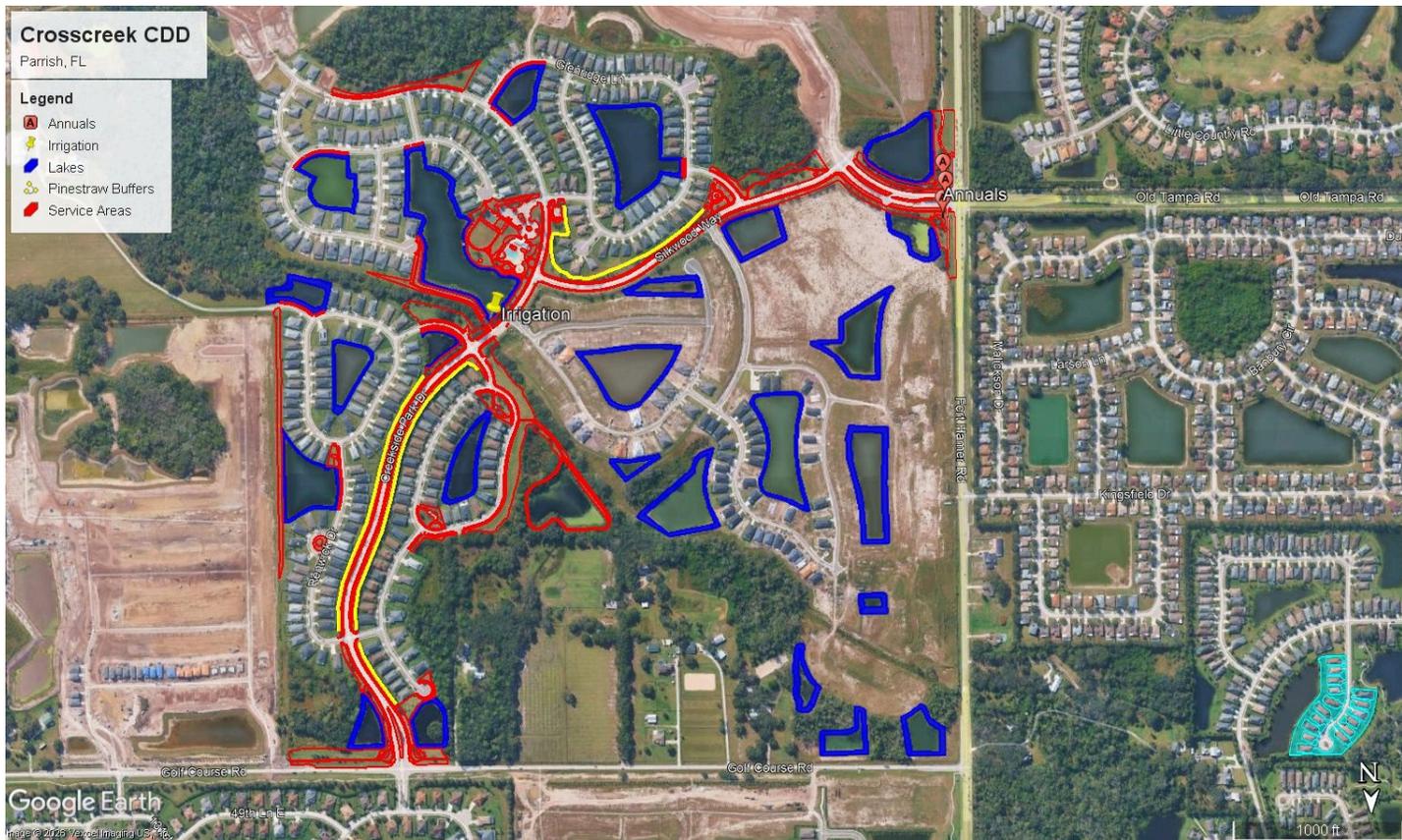
Your annual investment of **\$322,500.00** provides exceptional value through reduced water consumption, extended plant life, and enhanced curb appeal, directly supporting property values and your overall satisfaction. Our proactive maintenance approach prevents costly replacements and expensive emergencies, providing budget predictability throughout our partnership.

## *Next Steps*

Upon your approval, our transition team is prepared to begin service on **April 1, 2026**, with a comprehensive 90-day improvement plan already developed specifically for your property. We welcome the opportunity to present this proposal to anyone else involved with this important partnership decision at your convenience.

# SERVICE AREA MAP

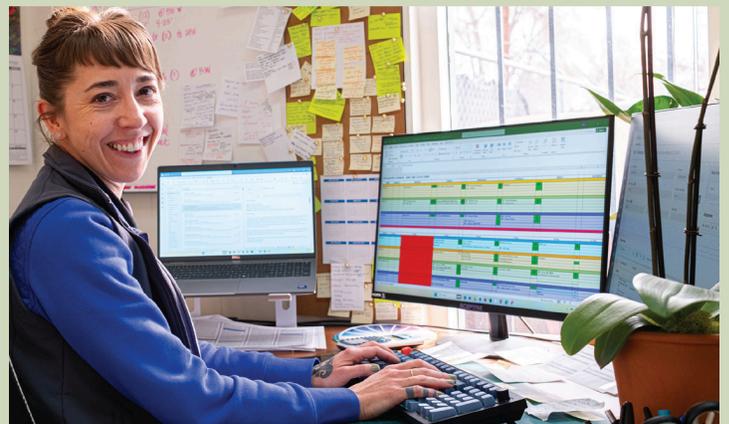
Below is an overview the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.





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# INVESTMENT & AGREEMENT



# INVESTMENT & AGREEMENT

ANNUAL INVESTMENT	MONTHLY INSTALLMENT
<b>\$322,500.00</b>	<b>\$26,875.00</b>

## *Key Terms & Conditions*

### Agreement Overview

This summary highlights important aspects of our service agreement. The complete terms and conditions are available in the appendix.

### Our Commitment to You

- We provide all labor, materials, equipment, and supervision necessary for the services outlined in this proposal
- All work will be performed according to standard landscape maintenance practices by properly licensed personnel
- We maintain comprehensive insurance coverage including general liability, auto, and workers' compensation
- We stand behind our work with a 90-day warranty on workmanship and plant materials

### Your Investment

- Annual service fee: **\$322,500.00** billed in equal monthly installments of **\$26,875.00**
- Payment terms: Due upon receipt of monthly invoice
- Contract term: Initial **One Year** period with automatic renewal unless terminated

### Additional Services

- Services beyond the scope of this agreement require written approval
- Emergency services available with 24-hour response capability
- Irrigation repairs, mulch installation, Trees and Palms Trimming over 15" and seasonal color are provided at additional cost.

### Service Assurance

- Regular property inspections with written documentation
- Responsive communication with your dedicated Account Manager
- Environmental compliance with all applicable regulations
- Guarantee to correct any service deficiencies promptly

### Termination

- Either party may terminate with cause after 30 days' written notice with cause.
- Payment due for all services performed through termination date
- Yellowstone not responsible for conditions beyond our control (drought, extreme weather, etc.)

**Additional Notes:**

- **ENHANCEMENTS:** Yellowstone Landscape will provide extra services, special services, and/or landscape enhancements over and above the specifications of the landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- **INVASIVE SPECIES TRIMMING:** In regard to trimming the outgrowing brush on the property lines of the service area, this does not include any invasive species (i.e. Brazilian Peppers and others), which may need additional trimming which will be priced accordingly.
- **IRRIGATION AUDIT:** An Irrigation Audit will be performed as the contract begins, and an itemized proposal for all required repairs will be submitted for approval before commencing with the Irrigation Services as specified.

# INVESTMENT & AGREEMENT

## *Compensation Schedule*

**Cross Creek CDD** agrees to pay Yellowstone Landscape **\$322,500.00** in equal monthly installments billed in the amount of **\$26,875.00** upon receipt of invoice.

Charges will increase by **3%** at the commencement of each additional automatic twelve (12) month renewal term per the agreement renewal terms of this agreement. Charges for plant materials and ground coverings are subject to change based on market price fluctuations.

The Terms and Conditions following and the Appendices attached hereto constitute part of this agreement.

**Vanessa Ripoll**

*Rob Tetrault*

Rob Tetrault

*Regional Vice President, Yellowstone Landscape*

# CORE SERVICES OVERVIEW

These core services ensure your property consistently makes a strong first impression. You'll enjoy enhanced curb appeal, protect your property value, and create an inviting environment that reflects positively on you and your team.

Service Category	Frequency	Description
Mowing	40	Professional cutting, trimming and cleanup with frequency adjusted to seasonal growth rates
Pond Mowing	32	Professional cutting, trimming and cleanup
Detailing & Bed Maintenance	12	Weeding, pruning, and bed definition to maintain appearance and plant health
Turf Fertilization	4 or 6	Custom nutrient applications based on soil testing and turf requirements (4) for St. Augustine, (6) for Zoysia
Tree, Palm, & Shrub Fertilization	2	Custom nutrient applications based on soil testing and plant/tree requirements
Integrated Pest Management	As needed	Monitoring and treatment of insects, disease, and weeds using IPM practices

Service Category	Frequency	Description
<b>Irrigation Management</b>	<b>12</b>	<b>System inspections, adjustments, and programming for optimal water efficiency</b>

# CORE SERVICES OVERVIEW

These core services ensure your property consistently makes a strong first impression. You'll enjoy enhanced curb appeal, protect your property value, and create an inviting environment that reflects positively on you and your team.

## Turf Management

*Our comprehensive turf program includes:*

- Mowing at optimal heights (3-4" cool season, 2-3" warm season)
- Regular soil testing for proper pH and nutrient levels
- Pre-emergent weed control (spring and fall applications)
- Targeted post-emergent treatments as needed
- Seasonal fertilization tailored to grass type and regional conditions
- Insect and disease monitoring with prompt treatment

## Plant Material Care

*We protect your landscape investment through:*

- Seasonal pruning using proper horticultural techniques
- Shrub and ground cover fertilization (spring and fall)
- Ornamental tree maintenance (up to 10' height)
- Insect and disease monitoring with integrated pest management
- Bed definition and weed control throughout growing season
- Plant health assessments with proactive treatments

## Irrigation & Water Management

*Our water management program features:*

- Monthly comprehensive system inspections
- Controller programming adjustments based on seasonal needs
- Cleaning and adjustment of sprinkler heads and nozzles
- Prompt repair of damaged components (billed separately)
- Winterization and spring startup services
- Regular system efficiency evaluations

## Additional Specialized Services

*Available as enhancements to your maintenance program:*

- Seasonal color installations and maintenance
- Mulch application and replenishment
- Tree pruning above 15' height
- Palm tree maintenance
- Landscape renovations and enhancements
- Seasonal leaf cleanup (up to 3 times annually)

## Quality Assurance

- Dedicated account manager with regular property inspections
- Written reports documenting completed services and recommendations
- 24-hour emergency response capability
- Properly trained and equipped service teams
- Licensed applicators for all chemical treatments
- Ongoing evaluation of landscape performance



**YELLOWSTONE**  
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# APPENDIX



# TERMS AND CONDITIONS

**Entire Agreement:** This Landscape Management Agreement (“Agreement”) contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

**Acceptance of Agreement:** The Agreement constitutes Yellowstone Landscape’s (hereinafter referred to as “Yellowstone”) offer to Client and shall become a binding contract upon acceptance by Client’s signature on this Agreement and/or instruction to perform the Services by Client’s authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

**Price, Quality and Working Conditions:** The amounts in the “Compensation Schedule” include labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. In the event additional fences, pools or other structures are installed on Client’s Property during the Initial Term or any subsequent term of this Agreement, pricing will be adjusted to reflect those additional structures in accordance with the rates used for the Compensation Schedule. Pricing for flowers and mulch will be reviewed on an annual basis. Notwithstanding the foregoing or anything to the contrary herein, Yellowstone also reserves the right to charge Client additional charges for additional services provided by Yellowstone to Client, whether requested or incurred by Client, which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Client of any such changes. Client’s failure to object to such changes via written notice within 30 days shall be deemed to be Client’s affirmative consent to such changes.

All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices (“Warranty”). To the extent applicable standard landscape maintenance practices conflict with conservation mandates, Yellowstone Landscape will furnish the Services in a manner consistent with such conservation mandates and/or state or local regulations. Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including, but not limited to, plans, specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services. In no event shall Yellowstone guarantee or provide Warranty for any work or services provided by a third party.

**Access:** Access during normal business hours and other reasonable periods of time, including, but not limited to, when necessary for after-hours emergencies, shall be furnished to areas necessary to complete work or related functions as outlined in this Agreement in a safe and efficient manner. Client will notify Yellowstone Landscape in writing of any limitation on access to the Property as soon as possible, and in any event at least 48 hours prior to any scheduled delivery of services, goods, or materials. If access is not available, Client will be notified via email and a visit charge may be assessed.

**Utilities:** All utilities shall be provided by the owner of the Property or Client.

**Bio-Hazards:** Yellowstone Landscape shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards at the Property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids and will not be handled by Yellowstone Landscape employees or contractors at any time. Yellowstone Landscape shall only be obligated to report/communicate any observations of potential bio-hazards to Client for the appropriate removal by others, unless otherwise arranged.

**Change in Ownership:** Client shall provide written notice to Yellowstone Landscape of any proposed change in the ownership or management of the Property at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Property shall not relieve Client of its obligations hereunder, including, but not limited to, the payment of any amounts due, or to become due, hereunder.

**Assignment:** Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

**Relationship of Parties:** The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

**Agreement Renewal:** Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the “Initial Term”, this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the “Termination” provision or by either party with written notice of not less than 30 days prior to the end of the “Initial Term” or any automatic term(s). Charges will increase by 3% or the annual CPI percentage increase, whichever is greater, at the commencement of each additional automatic twelve (12) month renewal term.

# TERMS AND CONDITIONS

**Termination:** If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of such a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing. Yellowstone may terminate this agreement at any time upon 30 days' written notice to Client. Upon termination of this Agreement for any reason, Client shall pay Yellowstone for all Services performed to the effective date of termination.

**Payment Terms:** Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" within this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to the address indicated on the invoice. In addition, if the Services include pricing for work including, but not limited to, mulch, pine straw, chemicals, flowers, irrigation or any other type of seasonal or periodic work ("Periodic Work"), and this Agreement is terminated early for any reason, whether during the Initial Term or any subsequent term after such work has been performed, Client shall owe Yellowstone for the full contract value of such Periodic Work, notwithstanding any agreement to spread such payment over a longer period.

**Claims:** Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

**Dispute Resolution and Choice of Law:** The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, Florida for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, Florida. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, Florida.

**Insurance:** Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance. Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. If requested by Client, the original insurance policies required of Yellowstone will be made available for review.

**Licenses:** Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

**Indemnification for Third Party Claims:** Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

# TERMS AND CONDITIONS

**Limitation of Liability:** Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for economic, incidental, consequential, special or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation). Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

**Excusable Delays and Risk of Loss:** Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

**Increased Costs/Additional Services:** Yellowstone reserves the right, and Client acknowledges that it should expect Yellowstone to increase or add charges payable by Client hereunder during the Initial Term or any Renewal Term: (i) for any changes or modifications to, or differences between, the actual Services provided by Yellowstone to Client and those specified on the Compensation Schedule; (ii) for any increase in fuel cost, raw material cost, fertilizer or chemical cost, regulatory cost recovery charge, environmental charge, and/or any other charges included or referenced in the Compensation Schedule (which charges are calculated and/or determined on an enterprise-wide basis, including Yellowstone and all affiliates); and (iii) to cover increased costs due to: uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, pandemics or other widespread illness, or acts of God such as floods, fires, hurricanes and natural disasters. Increases to charges specified in this section may be applied singularly or cumulatively and may include an amount for Yellowstone's operating or profit margin. Client acknowledges and agrees that any increased charges under this section are not represented to be solely an offset or pass through of Yellowstone's costs.

**Watering Restrictions and Drought Conditions:** Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

**Nonwaiver:** No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

**Construction:** The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

**Change in Law:** This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

**Prevailing Provisions:** In the event of any inconsistency between any terms set out herein and any exhibit, annex, schedule, proposal, or other document attached hereto, the Terms and Conditions of this Agreement shall prevail.

**Vehicle Recording Devices:** Client acknowledges and agrees that Yellowstone's vehicles may contain recording devices, and both video and audio recordings may be made during the provision of services hereunder.

# Local Leadership Team

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Your local **Sarasota/Bradenton** team is dedicated to serving all your landscape needs. We're proud to serve properties across the area, because we're invested in making our community a better place. Here is a summary of the experience that selected members of our local leadership team bring to your property.



**Brian Santillana, Branch Manager:** Brian has over 20 years in the Lawn and Landscape Maintenance Industry. He started his career as a foreman doing sod work with Tom's Sod in Ocala. After 2 years, Brian then started his own company in Ocala, called Signature Sod Service, which specialized in sod installation, landscape installation, and irrigation. Brian ran his company for over 10 years, before selling it and moving to Sarasota. Here, Brian worked with BrightView as their Enhancement Manager for 3 years. Following BrightView, Brian spent a year with Designsapes as their Landscape and Construction manager, before joining the Yellowstone team in September of 2018. After just one year as an Account Manager with Yellowstone, he was promoted to Branch Manager in November 2019. Brian is a seasoned manager with an eye for design, and above excellent standards for landscapes. 20+ Years' Experience.



**Bill Simpson, Business Development Manager:** Bill has been in the Green Industry for 30+ years, with a B.S. degree in Landscape Architecture, An ISA Certified Arborists (20 Years), Spray Licenses in two States including Florida, FNGLA Certified Horticulturists, and Nursery Certifications in three states and he bring his knowledge and experience which includes owning his own landscape business for 30 years to Yellowstone Landscape in 2019. His passion and dedication to the industry gives us a deep credibility to our Yellowstone Team. Bill joined Yellowstone in 2019 with 39+ Years' Experience.



**Fred Lewis-Business Development Manager** Fred brings over 15 years of invaluable experience in the landscape industry to our team. His journey began as a foreman at Sky Frog Landscape, where he honed his skills and developed a deep understanding of the field. Seeking new challenges, Fred relocated to Savannah, Georgia in 2014 to assume the role of Operations Manager at Davis Landscape. Impressed by his exceptional performance and leadership abilities, Fred was swiftly promoted to the position of Branch Manager within a mere three months. This achievement speaks volumes about his dedication, expertise, and ability to deliver outstanding results in 2020,

Fred made the decision to embark on a new venture and established his own company, Lewis Landscape, in Sarasota. Specializing in design/installation and commercial/residential maintenance, Fred successfully built a reputable brand known for its quality and customer satisfaction. After selling his company in 2023, Fred joined our esteemed team at Yellowstone Landscape. At Yellowstone Landscape, Fred's primary focus is to cultivate and nurture client relationships, leveraging his extensive experience and expertise to contribute to the growth and success of our Sarasota branch. With over 15 years of hands-on experience in the industry, Fred brings a wealth of knowledge and a proven track record of delivering exceptional results.

# Local Leadership Team

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**Mike Paradise, Irrigation Manager:** Mike began his career in the irrigation industry over twenty years ago. He started his field experience by installing commercial irrigation systems for Valleycrest. He quickly moved into a management role after several years. Mike has extensive experience with two wire systems. He currently oversees multiple technicians and all aspects of the irrigation department. His passion is teaching and educating people on proper irrigation system management. Mike joined Yellowstone Landscape over 8 years ago and enjoys getting his hands dirty. 18 + years' Experience.



**Patrick Barsness, Fertilizer/Chemical Superintendent:** Patrick started his career in the lawn care/landscape industry more than 16 years ago. He hit the ground running by starting his own residential maintenance company. After 5 years on the maintenance side, Patrick moved to the fertilizer and chemical side of the business maintaining a customer base of 400 residential accounts. Enhancing his experience even further, he came to Yellowstone Landscape as a field technician, earned his Certified Pest Control Operators License and now develops nutritional and pest control programs and oversees scheduling and production. He has been with Yellowstone for over 9 years. 25+ Years' Experience.



**Guillermo Alvarez, Operations Manager:** Started working in landscape maintenance about 20 yrs ago. I started at Yellowstone Landscape in 2009 as a worker, which lasted about 3 days till they saw my potential. I was then promoted to Superintendent and then to an Account Manager. In his own words, "I try to always schedule my weeks ahead of time and always double check every property to make sure all is in satisfactory condition. I don't like to say something I'm not able to do, and when I say I'm going to get something done I keep my word."



**David Bautista, Account Manager –** David started his landscaping career at Valleycrest Landscaping as a Service Worker/Driver. After only 4 months he was promoted to Production Manager and held this position for ten years. Then he was promoted to Account Manager. His responsibilities included scheduling and over-seeing the productivity of 40 crew members. His success is driven by his leadership, attention to detail, safety, quality, and production to the highest standards and satisfaction for clients. David was highly recruited by Yellowstone as an Account manager for his experience and expertise in the field.



**Jose Vazquez, Account Manager:** Jose has over 12 years' experience in the Landscape Maintenance Industry. Jose began his career at Clover Leaf Associates in Fort Myers. Over his 5 years, he worked as a Service Worker and as a Crew Leader. Prior to his landscaping start, Jose enjoyed 15 years in the Construction Industry in Bradenton. Jose joined Yellowstone as a foreman 5 years ago, and has worked his way up the ranks, to Superintendent, Assistant Account Manager, and currently, Account Manager. Jose's refined skills and hard work on all levels of leadership is unmatched. 12+ Years' Experience.



941.251.8080 tel  
941.251.8081 fax

6108 33rd Street East  
Bradenton, FL 34203

[www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

## YELLOWSTONE LANDSCAPE BRADENTON BRANCH REFERENCES

### **Forest Creek CDD Gate Code: #3470**

Since 2015, \$200K  
Landscape Maintenance, Landscape Enhancement  
Joe Dewitt  
(941) 212-708  
[jdewittfccdd@gmail.com](mailto:jdewittfccdd@gmail.com)  
11685 Old Florida Lane, Parrish, FL 34219

### **State College of Florida, Manatee/Sarasota & LWR Campuses**

Since 2020, \$230K  
Landscape Maintenance  
Kevin Baldwin, Director of Facilities Management  
[kbaldwin@scf.edu](mailto:kbaldwin@scf.edu)  
941-752-5132  
5840 26<sup>th</sup> Street West, Bradenton, Florida 34207

### **Polo Run Homeowners Association Gate Code #9981**

Since 2024, \$807K  
Landscape Maintenance, Major Enhancements  
Tricia Goldstein, CAM  
ICON Management  
[tgoldstein@theiconteam.com](mailto:tgoldstein@theiconteam.com)  
(941) 216-4341 (main)  
6435 Rosehill Farm Run, Lakewood Ranch, FL 34211

### **Wild Blue at Waterside HOA & Homes**

Since 2024, \$600K+ (Build-Out)  
Landscape Maintenance, Major Enhancements  
Delia Collins, *Senior LCAM*  
ICON Management Services Florida, LLC  
[DCollins@theiconteam.com](mailto:DCollins@theiconteam.com)  
5540 State Road 64 East, Suite 220  
Bradenton, FL 34208  
352-973-3600 (mobile)

## Simpson, Bill (William)

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**Subject:** FW: Appreciation for the Yellowstone Team

**From:** Delia Collins <[DCollins@theiconteam.com](mailto:DCollins@theiconteam.com)>

**Sent:** Thursday, March 6, 2025 2:38 PM

**To:** Santillana, Brian <[bsantillana@yellowstonelandscape.com](mailto:bsantillana@yellowstonelandscape.com)>; Lewis, Fred <[flewis@yellowstonelandscape.com](mailto:flewis@yellowstonelandscape.com)>

**Subject:** Appreciation for the Yellowstone Team

**Good afternoon,**

I just wanted to take a moment to express how truly grateful I am to be working with Yellowstone. Having worked with many landscapers across various properties, I can confidently say that Yellowstone stands out as the absolute best!

Michael's expertise and dedication to ensuring our irrigation systems are running smoothly is invaluable. His knowledge and proactive approach make such a difference. Guillermo's attentiveness and thoroughness are equally remarkable. His detailed reports and photos provide such clarity, and his commitment to addressing every concern is unmatched.

Beyond their hard work, their responsiveness and professionalism have not gone unnoticed. I have received numerous compliments from homeowners who truly appreciate their efforts, and I couldn't agree more. It is an absolute pleasure working with such a fantastic team!

Thank you all for everything you do, I genuinely appreciate it!

**Best regards,**

**Wild Blue**  
AT WATERSIDE

**Delia Collins, LCAM**

*Senior LCAM*

**ICON Management Services**

**Florida, LLC**

5540 State Road 64 East, Suite  
220

Bradenton, FL 34208

352-973-3600 (mobile)

[DCollins@theiconteam.com](mailto:DCollins@theiconteam.com)

[Company Brochure »](#)

**f in**

## Delaney, James

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**From:** Wellman, Christopher <wellmac@scf.edu>  
**Sent:** Tuesday, August 18, 2020 12:50 PM  
**To:** Delaney, James  
**Cc:** Fendrick, Paul; Baldwin, Kevin; Jakway, Julie  
**Subject:** Yellowstone, Excellent Job

**[CAUTION: THIS IS AN EXTERNAL EMAIL. CHECK THE SENDER'S EMAIL ADDRESS. DO NOT CLICK ON ANY LINKS OR ATTACHMENTS UNLESS YOU KNOW THIS IS LEGITIMATE]**

Jim,

Please pass on to your crew our gratitude for the outstanding job they have done preparing the Bradenton campus for the start of the Fall semester. Our students, faculty and staff certainly have noticed Yellowstone's presence on campus. Keep up the great work!

Thanks,

Chris

Chris Wellman, *Building Official*  
Director, Facilities Management  
State College of Florida, Manatee-Sarasota  
5840 26<sup>th</sup> Street West Bradenton, FL 34207  
Office: 941-752-5443  
[wellmac@scf.edu](mailto:wellmac@scf.edu)





# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Yellowstone Landscape - Southeast, LLC</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>PO Box 849</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Bunnell, FL 32110</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
2	0	-	2	9	9	3	5	0	3

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>Diberah Corken</i>	Date <i>11/20/24</i>
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



*State of Florida*  
*Florida Department of Agriculture and Consumer Services*  
*Bureau of Licensing and Enforcement*

**CERTIFIED PEST CONTROL OPERATOR**

Certificate Number: JF235009

**PATRICK BARSNESS**

This is to certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

**Lawn and Ornamental**

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.



---

WILTON SIMPSON  
Commissioner of Agriculture

Issue Date: 06/16/2025

Expiration Date: 06/01/2026



State of Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

**PEST CONTROL LICENSE**

Number: JB345661

YELLOWSTONE LANDSCAPE - SOUTHEAST LLC

3235 NORTH STATE STREET, BUNNELL, FL 32110

*This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending May 31, 2025 as prescribed by Law.*

A stylized, handwritten signature in black ink, appearing to read "Wilton Simpson".

WILTON SIMPSON  
Commissioner of Agriculture

*Issue Date: May 30, 2024*

DACS 13657.09/01



# The International Society of Arboriculture

Hereby Announces That

*William Simpson*

Has Earned the Credential

## ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan  
CEO & Executive Director

15 December 2001

31 December 2028

SO-2546A

Issue Date

Expiration Date

Certification Number





**YELLOWSTONE**  
LANDSCAPE

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*Excellence*

IN COMMERCIAL LANDSCAPING

**THANK  
YOU**

**Prepared By:**  
**Bill Simpson**  
**Yellowstone Landscape**



## Maintenance Proposal

FROM: Impact Landscaping and Irrigation, LLC

RE: Cross Creek CDD

START DATE: TBD

PROPOSAL DATE: 2/13/2026

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Please accept our proposal for the landscape maintenance of the above-mentioned project, for a length of 12 months, in accordance with the specifications. The following is a description of the agronomic services which will be provided.

### Turf Maintenance:

St. Augustine turf will be maintained at the industry standard height of 4 inches. Turf will be **mowed 42 times** per year. Turf residing adjacent to hard edges will be edged every mowing. Turf residing adjacent to soft edges will be edged every other mowing. All other species of turf will be maintained consistent with horticultural and industry standards. Agronomic methods will vary based on environmental factors such as soil type and exposure to sunlight. Blowing will be done after mowing & edging to minimize impact to homes, entryways, pools & other screened areas. Broadleaf weeds will be treated and controlled as necessary. Grassy weeds are generally excluded from contracted maintenance, as most cannot be treated without damaging/killing desirable turf. This includes sedges, carpet/crabgrass, goosegrass, torpedo grass and Bermuda.

### Ornamental Maintenance:

Ornamental plants will be maintained up to 8' height to promote sustainable growth habits and increased longevity and life span. Vegetative maintenance will be reoccurring **12 times per year** in an effort to achieve a consistent aesthetic. Landscape Beds will be maintained as needed on a monthly basis as to control weed species. Treatment methods for weed control will consist of manual removal and chemical treatment. Treatment of invasive and or noxious weed species within preserve or natural areas will incur additional cost. Debris will be removed promptly after work is performed.

### Tree Maintenance:

All trees will be maintained up to a 15-foot height ensuring overhead and building clearance. **This service will be done on an as needed basis once per month.** Any pruning which resides outside of a 15-foot reach will not be the responsibility of Impact. At the request of HOA/site representative, a separate quote will be provided for subcontracted pruning over 15 feet. This pruning will incur an additional cost.

---

Impact Landscaping and Irrigation; 311 Sarasota Center Blvd; Sarasota, FL 34240;  
Ph: (941) 488-7700

**Palm Maintenance:**

All palms will be maintained up to a 15-foot height ensuring building clearance and removal of dead or dying fronds. **This service will be done on an as-needed basis once per month.** Any pruning which resides outside of a 15-foot reach will not be the responsibility of Impact. At the request of HOA/site representative, a separate quote will be provided for subcontracted pruning over 15 feet. This pruning will incur an additional cost. Treatment of fungi and or plant pathogen-borne diseases will incur additional costs.

**Fertilization Program:**

All plants and turf will be fertilized at a rate which will promote a viable and aesthetically pleasing landscape throughout the community. Turf fertilization events will be scheduled **4 times per year.** Fertilization will comply with local and state regulations with regards to nutrient load restrictions. Specialized fertilizer/ feeding of palms & shrubs is included **2** times per year.

**Pest Control Program:**

An integrated pest management (**IPM**) approach will be catered to the site in an effort to use all biological, mechanical, chemical and cultural control mechanisms available. Domestic pests which will be maintained below a threshold level consistent with industry standards are as follows; Impact will be providing an insecticide application early summer to help control chinch bugs & fire ants.

Insects Covered in scope:

Chinch Bugs

Army Worms (on St Augustine only)

Sod Webworm

Aphids

Mealy Bug

Armored Scale

Lace Bugs

Treatment of plant pathogen born viruses and diseases such as Fusarium and Lethal Yellowing will incur additional cost. Fire Ant treatments will be conducted on an as needed basis throughout the site in common areas only as a courtesy. Treatment of Turf Grubs, Green Soft Scale, Pine Bore Beetles, weevils, White Fly as well as any ornamental, palm, tree & or turf fungus will incur additional cost.

**Irrigation Wet Check:**

Irrigation wet checks will be conducted on a monthly basis (**12x per year**) ensuring proper coverage of all landscape areas.

**Scope:** Inspect clock to assure proper operations, visual irrigation head inspection, flag non-working heads, investigate work orders. Irrigation system malfunctions & repairs will incur an additional T&M fee of \$65 per hour plus material.

Irrigation Emergency & after business hours calls will be billed on a T&M basis at a rate of \$125 per hour.

**Mulch:**

A yearly mulch installation event proposal is available for your site upon request. Restoration of mulch which is displaced due to acts of God will incur an additional expense.

**Annuals:**

A yearly annual flowers installation event proposal is available for your site upon request.

**Termination:**

Association or Impact Landscaping & Irrigation, LLC may cancel for any reason with a 30-day written notice. It is understood by Customer that any early cancellation of this agreement may result in an early termination fee, depending on the contracted services provided and fees paid through the date of cancelation.

**Modifications:**

Contract cannot be modified in any way unless written and agreed to by both parties State of Florida laws will apply for contract disputes.



## General Terms and Conditions

### CONTRACTOR RESPONSIBILITY

The contractor shall recognize and perform in accordance with the written terms, specifications and drawings, contained or referred to herein. Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

### Work Force & Site Account Manager

All employees shall be trained, competent and qualified. **Impact will provide an experienced Account Manager which will be available for providing a monthly schedule & perform a monthly inspection with HOA/Site reps.**

### Materials

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

### Product Control & Pest Control/ Fungus and Similar Diseases

Contractor shall be responsible for selecting control materials from a list of products approved for specific use by the US Environmental Protection Agency. Control products are approved on crop (plant species) and site (Residential Sports or Golf) specific bases. As for any pests, the Contractor will not be accountable for the eradication thereof, or for the control or repair of any damage associated, and Owner/Contractor releases Contractor from any liability for the same. Any costs incurred by Contractor in attempting to control or eradicate any such problems shall be an additional charge to Owner/Client hereunder.

As to any infection of the landscape by fungus and similar diseases such as LVN/SCMV, whitefly disease and other similar infections. Owner/Client understands and acknowledges that there is no known way to stop or treat the infection or spread of most such diseases. In the event of any such infection, Contractor shall not be responsible for the same, Owner/Client releases Contractor from any liability for the same and agrees that any treatment provided by Contractor to treat such disease shall be an additional charge hereunder. Furthermore, Owner/Customer understands that any such disease may require the infected turf or material to be removed and replaced, which Contractor shall effectuate as an additional charge hereunder.

### Bio-Hazards

Contractor shall not be responsible for policing, picking up, removing, or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (sharp needles) will not be handled by the Contractor's employees at any time, condoms, feminine hygiene products, clothing, or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

### License & Permits

Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.

### Taxes

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

### Insurance

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Owner/Client.

### Liability

It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its agents, or employees.

### Subcontracts

Contractor reserves the right to hire qualified licensed and insured subcontractors to perform specialized functions or work requiring specialized equipment.

### Invoicing

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown in Section III of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be billed separately.

Client agrees that all invoices will be paid upon receipt.

## **OWNER/CLIENT RESPONSIBILITY**

### Utilities

All utilities shall be provided by the Owner/Client.

### Access to Jobsite

Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.

### Payment

Owner/Client shall review invoices submitted by Contractor and payment shall be due upon receipt of invoice. Payments are delinquent if not paid upon receipt of invoice. Contractor may cancel Agreement by giving 7 business days written notice for nonpayment, after the payment is delinquent.

#### Notice of Defect

Owner/Client shall give Contractor at least 15 business days **written** notice to correct any problem or defect discovered in the performance of the work required under this Agreement. Contractor will not accept any deduction or offset unless such **written** notice is given and Contractor agrees to the offset.

#### Future Changes To Landscaped Areas

Pricing provided in this contract proposal covers maintenance and care of site in its current state, and/or what is originally installed only. Additional plantings or modification of landscaped areas will need to be evaluated and priced/serviced separately from this proposal.

#### Fuel Surcharge

Should the cost of fuel increase by 20% or greater from this contract's commencement date, Impact, upon notice to the client, may charge a 1.5% monthly fuel surcharge based on the agreed upon maintenance monthly charge.

#### Mulch Borders / Maintainable Areas

Impact will not be responsible for mechanical damage to structures or hardscapes where a mulch border or gap between turf area and structure or hardscape is not present.



## Maintenance Pricing Worksheet

Maintenance Package:

General Maintenance per Month - Common	\$ 21,198.75
Irrigation Wet Check Per Month - Common	\$ 2,600.00
Fertilization Program per Month - Common	\$ 1,233.00
Common all in Monthly-	\$ 25,032.08

Mulch \$ Not Included

Annuals \$ Not Included

\*Proposal pricing is good for 60 days\*

**X**

\_\_\_\_\_  
Impact Landscaping & Irrigation, LLC

**X**

\_\_\_\_\_  
Board of Director

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

If a billing statement balance is not paid in full when due, interest will be charged on any unpaid balance that remains past due beginning on the first day it is past due & continuing until paid at the rate of 18% per annum (or the maximum lawful rate if less.) Should Impact Landscaping & Irrigation, LLC employ an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this contract, to collect damages for the

Impact Landscaping and Irrigation; 311 Sarasota Center Blvd; Sarasota, FL 34240;  
Ph: (941) 488-7700

breach of this contract, the customer(s) jointly and severally agree to pay Impact Landscaping & Irrigation, LLC all reasonable costs, charges, expenses & attorney's fees expended or incurred therein.



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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of the Engagement  
Letter for Rebate Services, Series 2016A&B  
with GNP Services

**Tax Exempt Compliance Services, LLC**  
**(Wholly owned subsidiary of GNP Services, CPA, PA)**

P.O. Box 1179  
Orange Park, FL 32067-1179  
linda@dufresnecpas.com or tisha@gnpcpas.com  
904-327-8377

December 16, 2025

Ms. Venessa Ripoll, District Manager  
Public Financial Management  
3501 Quadrangle Blvd., Suite 270  
Orlando, Florida 32817

RE: CrossCreek Community Development District \$14,060,000 Special  
Assessment Revenue Bonds, Series 2016A&B

Dear Ms. Ripoll:

This letter is to confirm and specify the terms of our prospective engagement to provide arbitrage rebate services for the Bond listed on the attached schedule (the "Bonds") and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom services are to be performed to confirm the following understanding.

We will perform mathematical computations to calculate the arbitrage rebate liability for the Bonds. We will also prepare any Internal Revenue Service forms that are required to be filed in connection with the arbitrage rebate liability for the Bonds.

The mathematical computations will be performed using information that you or the Bonds trustee will furnish to us. We will make no audit or other verification of the data you submit, although we may need to ask you for clarification of some of the information.

It is your responsibility and that of the Bonds trustee to provide all the information required for the preparation of the complete and accurate calculation of the arbitrage rebate liability. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge. You should retain all the documents and other data that form the basis of the calculation of the arbitrage rebate liability. These may be necessary to prove the accuracy and completeness of any returns required to be filed with a taxing authority.

Our work in connection with the preparation of the calculation of the arbitrage rebate liability does not include any procedures designed to discover defalcation or other irregularities, should any exist.

We will use our judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. We plan to perform reasonable research to support positions taken in your returns. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

The law provides for a penalty to be imposed on any underpayment that results from negligence or disregard of rules or regulations. Negligence "includes any failure to make a reasonable attempt to comply..." with the code. Disregard "includes any careless, reckless or intentional disregard". The law also provides various other penalties that may be imposed when taxpayers understate their tax liability. If the tax authorities assess penalties, you agree to be responsible for their payment and not to look to us for reimbursement.

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we recommend that you hire a competent professional to represent you. We will be available, upon request, to represent you and will render additional invoices for the time and expenses incurred.

Our fee for these services will be as set forth on Schedule A. Payment is due on receipt. Invoices not paid within ten days are subject to interest at the rate of 1% per month, prorated for the applicable number of days. After ninety days if the invoice remains unpaid, the account may be turned over to a collection agency. Any costs related to collection will be your responsibility.

Our report will be delivered to the email address you specify on the attachment to this engagement letter. Please complete the name, title, phone number and email address for each recipient to whom you would like the report to be sent.

We will not be providing any services nor preparing any returns for you that are not covered by this agreement. If you do not accept the above conditions we will be unable to provide any services. If you have any questions regarding anything in this letter, you may contact me using the information shown above. We want to express our appreciation for this opportunity to work with you.

Sincerely,

*Tax Exempt Compliance Svcs, LLC*

Tax Exempt Compliance Services, LLC

**SCHEDULE A  
FEES FOR INSTALLMENT COMPUTATION PERIOD  
REBATABLE ARBITRAGE LIABILITY CALCULATIONS**

CrossCreek Community Development District  
\$14,060,000 Special Assessment Revenue Bonds, Series 2016A&B

Installment Computation Period Fees (12/21/16 - 5/1/21)	
Bond Year 1	\$ 1,000
Bond Years 2 - 5	2,500
Total Installment Computation Period Fees	<u>\$ 3,500 (*)</u>

(\*) The fee does not include providing any services to allocate commingled funds or any of the services listed below.

Additional Fees, if applicable:	
Preparation of IRS forms	\$ 250
Commingled funds	\$ 250
Refunding/refunded issue	\$ 250
Yield restriction test	\$ 250

Proposal to perform installment date arbitrage rebate calculation is accepted  
as evidenced by the signature below:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

**Report Recipients:**

\_\_\_\_\_  
Printed Name Title Telephone Number Email



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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorization Nos.  
316 – 327

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 316  
10/10/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
CL017	3rd Generation Insulation, LLC (CROSS)	10/14/2025	Cross Creek CDD	600.00
82484	Alliant Engineering Inc (CROSS)	08/26/2025	Cross Creek CDD	1,998.75
82879	Alliant Engineering Inc (CROSS)	10/10/2025	Cross Creek CDD	1,121.25
93009	FloridaCommerce (CROSS)	10/01/2025	Cross Creek CDD	175.00
138551	PFM Group Consulting LLC (CROSS)	10/10/2025	Cross Creek CDD	40.00
OE-EXP-10-2025-10	PFM Group Consulting LLC (CROSS)	10/06/2025	Cross Creek CDD	39.31
7755	VGlobalTech (CROSS)	09/30/2025	Cross Creek CDD	300.00
7828	VGlobalTech (CROSS)	10/02/2025	Cross Creek CDD	185.00
<b>Total:</b>				<b>4,459.31</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 317  
10/17/2025

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
INV0582	Hagood's Handyman Service LLC (CROSS)	10/18/2025	Cross Creek CDD	2,429.85
INV0583	Hagood's Handyman Service LLC (CROSS)	10/18/2025	Cross Creek CDD	2,819.85
INV0586	Hagood's Handyman Service LLC (CROSS)	10/18/2025	Cross Creek CDD	2,429.85
192137	Hoover Pumping Systems (CROSS)	10/16/2025	Cross Creek CDD	1,242.38
DM-10-2025-16	PFM Group Consulting LLC (CROSS)	10/01/2025	Cross Creek CDD	3,025.00
<b>Total:</b>				<b>11,946.93</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 318  
10/24/2025

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
10561239	Advanced Aquatic Services Inc. (CROSS)	11/01/2025	Cross Creek CDD	1,622.00
INV0646	Bandu LLC. (CROSS)	10/27/2025	Cross Creek CDD	3,000.00
30567	Egis Insurance Advisors (CROSS)	10/13/2025	Cross Creek CDD	850.00
			<b>Total:</b>	<b>5,472.00</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 319  
10/31/2025

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
761998	Envera (CROSS)	11/03/2025	Cross Creek CDD	716.43
46281-102825	Manatee County Utilities Department (CROSS)	10/28/2025	Cross Creek CDD	422.22
46357-102825	Manatee County Utilities Department (CROSS)	10/28/2025	Cross Creek CDD	39.03
46436-102825	Manatee County Utilities Department (CROSS)	10/28/2025	Cross Creek CDD	159.49
31004-103025	Peace River Electric Coop Inc. (CROSS)	10/30/2025	Cross Creek CDD	1,383.67
31006-103025	Peace River Electric Coop Inc. (CROSS)	10/30/2025	Cross Creek CDD	980.03
621293704	Turner Pest Control LLC (CROSS)	10/29/2025	Cross Creek CDD	154.29
621294343	Turner Pest Control LLC (CROSS)	10/29/2025	Cross Creek CDD	88.17
846424	Vermana (CROSS)	11/03/2025	Cross Creek CDD	27,597.50
			<b>Total:</b>	<b>31,540.83</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 320  
11/7/2025

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
367210	Juniper Landscaping of Florida (CROSS)	10/31/2025	Cross Creek CDD	7,700.00
367211	Juniper Landscaping of Florida (CROSS)	10/31/2025	Cross Creek CDD	1,075.00
6466	Persson, Cohen & Mooney, P. A. (CROSS)	11/04/2025	Cross Creek CDD	2,885.00
OE-EXP-11-2025-14	PFM Group Consulting LLC (CROSS)	11/04/2025	Cross Creek CDD	7.27
7913	VGlobalTech (CROSS)	11/02/2025	Cross Creek CDD	185.00
			<b>Total:</b>	<b>11,852.27</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 321  
11/14/2025

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
367423	Juniper Landscaping of Florida (CROSS)	11/01/2025	Cross Creek CDD	14,107.00
46436-111325-FINAL	Manatee County Utilities Department (CROSS)	11/13/2025	Cross Creek CDD	0.00
DM-11-2025-17	PFM Group Consulting LLC (CROSS)	11/06/2025	Cross Creek CDD	3,025.00
			<b>Total:</b>	<b>17,132.00</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 322  
11/21/2025

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
10561653	Advanced Aquatic Services Inc. (CROSS)	12/01/2025	Cross Creek CDD	1,622.00
<b>Total:</b>				<b>1,622.00</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 323

11/26/2025

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
10561355	Advanced Aquatic Services Inc. (CROSS)	11/24/2025	Cross Creek CDD	1,200.00
83312	Alliant Engineering Inc (CROSS)	11/17/2025	Cross Creek CDD	5,467.67
INV0672	Bandu LLC. (CROSS)	11/23/2025	Cross Creek CDD	3,000.00
INV0673	Bandu LLC. (CROSS)	11/23/2025	Cross Creek CDD	1,075.62
46281-112425	Manatee County Utilities Department (CROSS)	11/24/2025	Cross Creek CDD	378.99
46357-112425	Manatee County Utilities Department (CROSS)	11/24/2025	Cross Creek CDD	34.92
139305	PFM Group Consulting LLC (CROSS)	11/24/2025	Cross Creek CDD	5,000.00
			<b>Total:</b>	<b>16,157.20</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 324

12/5/2025

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
REIMB-120625	Bruce Stolarz (CROSS)	12/06/2025	Cross Creek CDD	2,164.81
763105	Envera (CROSS)	12/01/2025	Cross Creek CDD	716.43
372133	Juniper Landscaping of Florida (CROSS)	12/01/2025	Cross Creek CDD	14,024.09
31004-112625	Peace River Electric Coop Inc. (CROSS)	11/26/2025	Cross Creek CDD	1,558.21
31006-112625	Peace River Electric Coop Inc. (CROSS)	11/26/2025	Cross Creek CDD	1,132.19
6529	Persson, Cohen & Mooney, P. A. (CROSS)	12/01/2025	Cross Creek CDD	2,170.00
DM-12-2025-18	PFM Group Consulting LLC (CROSS)	12/01/2025	Cross Creek CDD	3,025.00
OE-EXP-12-2025-07	PFM Group Consulting LLC (CROSS)	12/05/2025	Cross Creek CDD	6.53
<b>Total:</b>				<b>24,797.26</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 325  
12/12/2025

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
8048	VGlobalTech (CROSS)	12/02/2025	Cross Creek CDD	185.00
<b>Total:</b>				<b>185.00</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 326

12/19/2025

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
IN40676	McClatchy Company LLC (CROSS)	08/31/2025	Cross Creek CDD	337.48
IN51849	McClatchy Company LLC (CROSS)	09/30/2025	Cross Creek CDD	132.92
139765	PFM Group Consulting LLC (CROSS)	12/15/2025	Cross Creek CDD	1,000.00
			<b>Total:</b>	<b>1,470.40</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

**CROSS CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 327

1/2/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
10562057	Advanced Aquatic Services Inc. (CROSS)	01/01/2026	Cross Creek CDD	1,622.00
83838	Alliant Engineering Inc (CROSS)	12/18/2025	Cross Creek CDD	585.00
INV0702	Bandu LLC. (CROSS)	12/28/2025	Cross Creek CDD	7,245.39
REIMB-122525	Bruce Stolarz (CROSS)	12/25/2025	Cross Creek CDD	790.00
46281-122925	Manatee County Utilities Department (CROSS)	12/29/2025	Cross Creek CDD	427.09
46357-122925	Manatee County Utilities Department (CROSS)	12/29/2025	Cross Creek CDD	41.90
31004-122925	Peace River Electric Coop Inc. (CROSS)	12/29/2025	Cross Creek CDD	1,809.88
31006-122925	Peace River Electric Coop Inc. (CROSS)	12/29/2025	Cross Creek CDD	1,355.87
621537241	Turner Pest Control LLC (CROSS)	12/22/2025	Cross Creek CDD	88.17
<b>Total:</b>				<b>13,965.30</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman



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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial



# Cross Creek CDD

## January 2026 Financial Package

January 31, 2026

**PFM Group Consulting LLC**  
3501 Quadrangle Blvd  
Suite 270  
Orlando, FL 32817  
407-723-5900



**Cross Creek CDD**  
Statement of Financial Position  
As of 1/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$435,425.68				\$435,425.68
Assessments Receivable	27,609.56				27,609.56
Prepaid Expenses	1,346.87				1,346.87
Assessments Receivable		\$2,668.90			2,668.90
Debt Service Reserve 2007A Bond		16,398.79			16,398.79
Debt Service Reserve 2007B Bond		9,528.28			9,528.28
Debt Service Reserve 2016AB Bond		244,313.69			244,313.69
Revenue 2007AB Bond		19,757.81			19,757.81
Revenue 2016AB Bond		42,175.83			42,175.83
Interest 2016AB Bond		6.35			6.35
Prepayment 2016A Bond		1,000.18			1,000.18
Sinking Fund 2016A Bond		15.60			15.60
Total Current Assets	<u>\$464,382.11</u>	<u>\$335,865.43</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$800,247.54</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$333,196.53	\$333,196.53
Amount To Be Provided				51,803.47	51,803.47
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$385,000.00</u>	<u>\$385,000.00</u>
<b>Total Assets</b>	<u><u>\$464,382.11</u></u>	<u><u>\$335,865.43</u></u>	<u><u>\$0.00</u></u>	<u><u>\$385,000.00</u></u>	<u><u>\$1,185,247.54</u></u>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$38,498.32				\$38,498.32
Deferred Revenue	27,609.56				27,609.56
Deferred Revenue		\$2,668.90			2,668.90
Total Current Liabilities	<u>\$66,107.88</u>	<u>\$2,668.90</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$68,776.78</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$385,000.00	\$385,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$385,000.00</u>	<u>\$385,000.00</u>
<b>Total Liabilities</b>	<u><u>\$66,107.88</u></u>	<u><u>\$2,668.90</u></u>	<u><u>\$0.00</u></u>	<u><u>\$385,000.00</u></u>	<u><u>\$453,776.78</u></u>



**Cross Creek CDD**  
Statement of Financial Position  
As of 1/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	(\$7,306.40)				(\$7,306.40)
Net Assets - General Government	85,092.12				85,092.12
Current Year Net Assets - General Government	320,488.51				320,488.51
Fund Balance - Unreserved		(\$1,185,850.00)			(1,185,850.00)
Net Assets, Unrestricted		4,803,099.72			4,803,099.72
Current Year Net Assets, Unrestricted		33,354.81			33,354.81
Net Assets - General Government		(3,317,408.00)			(3,317,408.00)
Net Assets, Unrestricted			(\$1,905,948.00)		(1,905,948.00)
Net Assets - General Government			1,905,948.00		1,905,948.00
<b>Total Net Assets</b>	<u>\$398,274.23</u>	<u>\$333,196.53</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$731,470.76</u>
<b>Total Liabilities and Net Assets</b>	<u>\$464,382.11</u>	<u>\$335,865.43</u>	<u>\$0.00</u>	<u>\$385,000.00</u>	<u>\$1,185,247.54</u>



**Cross Creek CDD**  
Statement of Activities  
As of 1/31/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt	Total
<b><u>Revenues</u></b>					
On-Roll Assessments	\$506,635.64				\$506,635.64
On-Roll Assessments		\$41,372.50			41,372.50
Total Revenues	\$506,635.64	\$41,372.50	\$0.00	\$0.00	\$548,008.14
<b><u>Expenses</u></b>					
Public Officials' Insurance	\$4,245.00				\$4,245.00
Trustee Services	5,387.50				5,387.50
District Management	12,100.00				12,100.00
Annual Disclosure	1,000.00				1,000.00
District Counsel	5,597.50				5,597.50
Assessment Administration	5,000.00				5,000.00
Postage & Shipping	13.80				13.80
Legal Advertising	629.21				629.21
Web Site Maintenance	1,040.00				1,040.00
Dues, Licenses, and Fees	175.00				175.00
Electric	8,219.85				8,219.85
Solar Power	12,646.50				12,646.50
Water	1,943.87				1,943.87
Pool Maintenance	19,417.16				19,417.16
Amenity - Camera/Monitoring (Envera)	3,561.27				3,561.27
Amenity - Janitorial	600.00				600.00
General Liability Insurance	4,491.00				4,491.00
Property & Casualty	16,049.00				16,049.00
Crime Insurance	500.00				500.00
Lake Maintenance	9,310.00				9,310.00
Landscaping Maintenance & Material	65,037.18				65,037.18
Major Repair & Replacements	11,243.85				11,243.85
Pest Control	491.86				491.86
Interest Payments		\$10,780.00			10,780.00
Total Expenses	\$188,699.55	\$10,780.00	\$0.00	\$0.00	\$199,479.55
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$2,552.42				\$2,552.42
Interest Income		\$2,766.41			2,766.41
Net Increase (Decrease) in FV of Inv		(4.10)			(4.10)
Total Other Revenues (Expenses) & Gains (Losses)	\$2,552.42	\$2,762.31	\$0.00	\$0.00	\$5,314.73
<b>Change In Net Assets</b>	\$320,488.51	\$33,354.81	\$0.00	\$0.00	\$353,843.32
<b>Net Assets At Beginning Of Year</b>	\$77,785.72	\$299,841.72	\$0.00	\$0.00	\$377,627.44
<b>Net Assets At End Of Year</b>	\$398,274.23	\$333,196.53	\$0.00	\$0.00	\$731,470.76



**Cross Creek CDD**  
Budget to Actual  
For the Month Ending 1/31/2026

**Year To Date**

	Actual	Budget	Variance	FY 2026 Adopted Budget	Percentage Spent
<b>Revenues</b>					
On-Roll Assessments	\$ 506,635.64	\$ 178,081.67	\$ 328,553.97	\$ 534,245.00	94.83%
Carry Forward	-	6,774.67	(6,774.67)	20,324.00	0.00%
<b>Net Revenues</b>	<b>\$ 506,635.64</b>	<b>\$ 184,856.33</b>	<b>\$ 321,779.31</b>	<b>\$ 554,569.00</b>	<b>91.36%</b>
<b>General &amp; Administrative Expenses</b>					
Public Officials' Insurance	\$ 4,245.00	\$ 1,201.00	\$ 3,044.00	\$ 3,603.00	117.82%
Trustee Services	5,387.50	2,000.00	3,387.50	6,000.00	89.79%
District Management	12,100.00	12,100.00	-	36,300.00	33.33%
Engineering	-	2,333.33	(2,333.33)	7,000.00	0.00%
Engineering Reserve	-	1,000.00	(1,000.00)	3,000.00	0.00%
Annual Disclosure	1,000.00	333.33	666.67	1,000.00	100.00%
Property Appraiser	-	166.67	(166.67)	500.00	0.00%
District Counsel	5,597.50	5,333.33	264.17	16,000.00	34.98%
Assessment Administration	5,000.00	1,666.67	3,333.33	5,000.00	100.00%
Reamortization Schedule	-	166.67	(166.67)	500.00	0.00%
Audit	-	1,361.67	(1,361.67)	4,085.00	0.00%
Arbitrage Calculation	-	166.67	(166.67)	500.00	0.00%
Tax Document Preparation Fee	-	13.33	(13.33)	40.00	0.00%
Postage & Shipping	13.80	33.33	(19.53)	100.00	13.80%
Legal Advertising	629.21	166.67	462.54	500.00	125.84%
Office Supplies	-	50.00	(50.00)	150.00	0.00%
Web Site Maintenance	1,040.00	1,640.00	(600.00)	4,920.00	21.14%
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00	100.00%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 35,188.01</b>	<b>\$ 29,791.00</b>	<b>\$ 5,397.01</b>	<b>\$ 89,373.00</b>	<b>39.37%</b>
<b>Field Expenses</b>					
Electric	\$ 8,219.85	\$ 8,333.33	\$ (113.48)	\$ 25,000.00	32.88%
Solar Power	12,646.50	5,000.00	7,646.50	\$ 15,000.00	84.31%
Water	1,943.87	4,333.33	(2,389.46)	13,000.00	14.95%
Pool Maintenance	19,417.16	13,333.33	6,083.83	40,000.00	48.54%
Amenity - Camera/Monitoring (Envera)	3,561.27	4,000.00	(438.73)	12,000.00	29.68%
Amenity - Janitorial	600.00	4,000.00	(3,400.00)	12,000.00	5.00%
General Liability Insurance	4,491.00	1,589.00	2,902.00	4,767.00	94.21%
Property & Casualty	16,049.00	5,642.00	10,407.00	16,926.00	94.82%
Crime Insurance	500.00	166.67	333.33	500.00	100.00%
Lake Maintenance	9,310.00	5,000.00	4,310.00	15,000.00	62.07%
Landscaping Maintenance & Material	65,037.18	57,648.50	7,388.68	172,945.50	37.61%
Landscaping Improvements	-	1,000.00	(1,000.00)	3,000.00	0.00%
Repair & Maintenance	-	1,666.67	(1,666.67)	5,000.00	0.00%
Major Repair & Replacements	11,243.85	42,832.50	(31,588.65)	128,497.50	8.75%
Pest Control	491.86	520.00	(28.14)	1,560.00	31.53%
<b>Total Field Expenses</b>	<b>\$ 153,511.54</b>	<b>\$ 155,065.33</b>	<b>\$ (1,553.79)</b>	<b>\$ 465,196.00</b>	<b>33.00%</b>
<b>Total Expenses</b>	<b>\$ 188,699.55</b>	<b>\$ 184,856.33</b>	<b>\$ 3,843.22</b>	<b>\$ 554,569.00</b>	<b>34.03%</b>
<b>Income (Loss) from Operations</b>	<b>\$ 317,936.09</b>	<b>\$ -</b>	<b>\$ 317,936.09</b>	<b>\$ -</b>	
<b>Other Income (Expense)</b>					
Interest Income	\$ 2,552.42	\$ -	\$ 2,552.42	\$ -	
<b>Total Other Income (Expense)</b>	<b>\$ 2,552.42</b>	<b>\$ -</b>	<b>\$ 2,552.42</b>	<b>\$ -</b>	
<b>Net Income (Loss)</b>	<b>\$ 320,488.51</b>	<b>\$ -</b>	<b>\$ 320,488.51</b>	<b>\$ -</b>	



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# **CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT**

Staff Reports