



Rizzetta & Company

Cross Creek North Community Development District

**Board of Supervisors' Meeting
September 12, 2023**

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

www.crosscreeknorthcdd.org

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Cross Creek North Amenity Center
2895 Big Oak Drive, Green Cove Springs, FL 32043
www.crosscreeknorthcdd.org

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

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors
Cross Creek North Community
Development District

September 6, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Cross Creek North Community Development District will be held on **September 12, 2023 at 3:30 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043. The following is the agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on August 8, 2023Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for July 2023Tab 2
 - C. Acceptance of Annual Audit – Fiscal Year Ending September 2022Tab 3
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Manager/Field Operations ManagerTab 4
 1. Charles Aquatics Service Report
 - D. Landscape (under separate cover)
 - E. District Manager
 1. Acceptance of Fourth Addendum – Contract for Professional District Services.....Tab 5
5. **BUSINESS ITEMS**
 - A. Consideration of Proposals for Landscape and Irrigation Maintenance Services.....Tab 6
 - B. Consideration of Resolution 2023-16; Setting Date, Time and Location for Fiscal Year 2023/2024 MeetingsTab 7
 - C. Consideration of Proposals for Holiday LightingTab 8
 - D. Consideration of Acquisition or Assignment of Construction Contracts (under separate cover)
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Sincerely,
Lesley Gallagher
Lesley Gallagher

Tab 1

MINUTES OF MEETING

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

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Cross Creek North Community Development District was held on **August 8, 2023 at 3:30 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043.

Present and constituting a quorum:

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

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock
Mike Peters	Greenpoint Landscape
Dan Fagen	Director of Amenity Operations, Vesta Property Services
David Anderson	Field Operations Manager Cross Creek North, Vesta
Mark Insel	General Manager Cross Creek North, Vesta

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were audience comments on budget & assessment increases, surplus funds, schedule for project, board seats, reserve account, boat storage, landscape bids., meeting procedures, splash pad, trash pick up, pest control, landscaping & tree health.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of Meeting
from the Regular Board Meeting held on July
26, 2023**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on July 26, 2023, for the Cross Creek North Community Development District.

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Buchanan updated the Board that the conveyance item later in the agenda will be moved to the September meeting to allow DR Horton to wrap up some of the construction contracts as acquisitions are more favorable than taking assignment of construction contracts.

B. District Engineer

Was not requested to attend.

C. Amenity Manager & Field Operations Manager Reports

Vesta updated the Board that they had held their first meet and greet at the facility yesterday and plan on holding additional events like this one. Mr. Insel is waiting for an agreement from Elite Towing and will forward to the District Manager upon receipt.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the installation of ceiling fans in the amenity room at a not to exceed amount of \$500.00, for the Cross Creek North Community Development District.

The Board also authorized engaging the District Engineer to provide a large map of the community for use by amenity staff.

1. Discussion Regarding Holiday Lighting

The Board reviewed a proposal from M&G in the amount of \$2,846.80 to reinstall holiday lighting using the same scope as the previous year.

Discussion ensued regarding the second entry and expanded facilities.

The Board requested Vesta obtain a revised proposal to include only the main amenity building and both entries for consideration at the September meeting.

2. Charles Aquatics Report

D. Landscape Manager Report

Mr. Peters updated the Board that they had taken some samples from the oaks that concerns had been raised about as the crowns were declining and were waiting to hear back from UF on these. He noted that approximately 1 ½ feet of the top of the 12 to 15 foot trees was dead and they could cut the tops to see if they would flush out but prefers to receive the results from UF first. He also noted that his team had

86 investigated how they had been planted and had no concerns.

87
88 E. District Manager

89 Ms. Gallagher updated the Board that she had been contracted by CBRE, an
90 appraisal company regarding the road widening and ROW work at the entry. As
91 she receives further information she will share this with the Board.

- 92
93 1. Review of Easement Variance Request for Fence
94 This item was tabled.

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96 **FIFTH ORDER OF BUSINESS**

**Consideration of Turner Pest Control Price
Increase**

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99 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board
100 approved the Turner Pest Control price increase for 2024 to \$130.86 for quarterly pest
101 control services, for Cross Creek North Community Development District.

102
103 **SIXTH ORDER OF BUSINESS**

**Consideration of Greenpoint Proposal for
Seeding**

104 On a motion by Mr. Porter, seconded by Mr. Dearing, with all in favor, the Board approved
105 the Greenpoint proposal for seeding in the open area behind Sunrise between the first two
106 roundabouts in the amount for \$3,925.00, for Cross Creek North Community
Development District.

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108 **SEVENTH ORDER OF BUSINESS**

**Public Hearings on Fiscal Year 2023-2024
Budget and Imposing Special Assessments**

109 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board opened
110 the Public Hearings on Fiscal Year 2023-2024 Budget and Imposing Special
111 Assessments, for Cross Creek North Community Development District.

112 Ms. Gallagher reviewed the updated proposed budget and public comments were heard on
113 landscape request for proposals, platted vs unplatted property, Vesta hours, pressure washing, if
114 amenity staff was designated specifically to Cross Creek North, supervisor fees, having the end
115 of year financials on a future agenda, aquatics vendor, miscellaneous contingency, heated pool
request, golf cart or light utility vehicle previously requested by Vesta.

Mr. Porter then explained the assessment resolution.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board closed
the Public Hearings on Fiscal Year 2023-2024 Budget and Imposing Special
Assessments, for Cross Creek North Community Development District.

- 116 1. Consideration of Resolution 2023-14; Adopting Fiscal Year 2023-2024
117 Budget
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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2023-14; Adopting Fiscal Year 2023-2024 Budget as presented, for Cross Creek North Community Development District.

- 119 2.. Consideration of Resolution 2023-15; Imposing Special Assessments
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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2023-15; Imposing Special Assessments, for Cross Creek North Community Development District.

122 **EIGHTH ORDER OF BUSINESS**

Consideration of Direct Collect Agreement

123 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board
124 approved the Direct Collect Agreement, for the Cross Creek North Community
Development District.

125 **NINTH ORDER OF BUSINESS**

**Consideration of Proposal for Weekly
Amenity Trash Removal**

126 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board closed
127 the Public Hearing on Fiscal Year 2023-2024 Budget and Imposing Special Assessments,
128 for Cross Creek North Community Development District.

129 **TENTH ORDER OF BUSINESS**

**Consideration of Proposal to Resurface
Splash Pad**

130 On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board
131 approved the proposal from Republic Services to increase trash pickup at the amenity
132 center from every two weeks to weekly due to the increased use at the facility and
ongoing expansion, for Cross Creek North Community Development District.

133 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Acquisition or Assignment
of Construction Contracts (under separate
cover)**

134 This item was tabled.
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138 **TWELFTH ORDER OF BUSINES**

**Supervisor Requests and Audience
Comments**

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Supervisor Requests:

No supervisor comments.

Audience Comments:

Audience comments were heard on the following:

- Changing the display of the assessment chart when posting the adopted budget on the website.
- Meeting schedule
- Speeding
- Speed limit signs – the District Manager was instructed to inquire with the District Engineer what signs could be posted and what the approximate cost would be.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adjourned meeting at 4:56 p.m. for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.CROSSCREEKNORTHCCDD.ORG

Operation and Maintenance Expenditures

July 2023

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2023 through July 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$41,554.30**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Company name: Cross Creek North Community Development District
Report name: Check register
Created on: 8/4/2023
Location: 274--Cross Creek North

Bank	Date	Vendor	Document no.	Amount Cleared
274TRUISTOP - Truist Bank	Account no: 1000198643438			
	7/7/2023	V0448--Charles Aquatics, Inc.	100188	2,695.00 7/31/2023
	7/31/2023	V0518--Clay County Utility Authority	EFT	2,189.39 7/31/2023
	7/18/2023	V0519--Clay Electric Cooperative, Inc.	EFT	3,533.00 7/31/2023
	7/12/2023	V0520--Clay Today	100195	825.84 7/31/2023
	7/7/2023	V0520--Clay Today	100189	486.00 7/31/2023
	7/17/2023	V0550--COMCAST	EFT	322.41 7/31/2023
	7/3/2023	V02948--Constant Contact, Inc	CC 0723	11.40 7/31/2023
	7/7/2023	V0738--Doody Daddy, LLC	100190	361.00 7/31/2023
	7/19/2023	V0810--England, Thims & Miller, Inc.	100198	1,763.25 7/31/2023
	7/19/2023	V0883--First Place Fitness Equipment, Inc	100199	119.96 7/31/2023
	7/7/2023	V1037--Grau & Associates, P.A.	100191	4,100.00 7/31/2023
	7/17/2023	V1046--Greenpoint, Inc.	100197	15,760.15 7/31/2023
	7/19/2023	V02841--Hawkins, Inc	100200	858.70 7/31/2023
	7/12/2023	V02841--Hawkins, Inc	100196	479.72 7/31/2023
	7/3/2023	V02841--Hawkins, Inc	100186	1,306.40 7/31/2023
	7/7/2023	V02930--Hi-Tech System Associates	100192	50.00 7/31/2023
	7/7/2023	V1168--Innersync Studio, Ltd	100193	384.38 7/31/2023
	7/19/2023	V03692--IT Systems of Jacksonville, LLC	100201	988.00 7/31/2023
	7/7/2023	V1996--Republic Services	EFT	127.23 7/31/2023
	7/12/2023	V1954--Rizzetta & Company, Inc.	100194	845.46 7/31/2023
	7/3/2023	V1954--Rizzetta & Company, Inc.	100187	4,347.01 7/31/2023
Total for 274TRUISTOP				41,554.30

Tab 3

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2022**

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA**

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951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

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

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Cross Creek North Community Development District, Clay County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2022, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

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

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated August 21, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

August 21, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Cross Creek North Community Development District, Clay County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position deficit balance of \$204,734.
- The change in the District's total net position in comparison with the prior fiscal year was (\$2,125,443), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2022, the District's governmental funds reported combined ending fund balances of \$1,973,465, an increase of \$997,796 in comparison with the prior fiscal year. The total fund balance is nonspendable for prepaid items and deposits, restricted for debt service, deficit unassigned fund balance in the capital projects fund, and the remainder is unassigned fund balance in the general fund which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

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

Government-Wide Financial Statements

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

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

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

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

Fund Financial Statements

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

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

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

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

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

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

Notes to the Financial Statements

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

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

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

	NET POSITION	
	SEPTEMBER 30,	
	2022	2021
Current and other assets	\$ 2,065,506	\$ 997,897
Capital assets, net of depreciation	21,924,609	9,550,794
Total assets	23,990,115	10,548,691
Current liabilities	577,849	197,489
Long-term liabilities	23,207,532	8,021,025
Total liabilities	23,785,381	8,218,514
Net position		
Net investment in capital assets	(1,301,572)	1,529,769
Restricted	983,638	476,172
Unrestricted	522,668	324,236
Total net position	\$ 204,734	\$ 2,330,177

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

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

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

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

CHANGES IN NET POSITION		
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2022	2021
Revenues:		
Program revenues		
Charges for services	\$ 1,193,053	\$ 1,049,535
Operating grants and contributions	4,932	35
Capital grants and contributions	1	-
General revenues		
Unrestricted investment earnings	922	34
Miscellaneous revenue	4,650	75
Total revenues	<u>1,203,558</u>	<u>1,049,679</u>
Expenses:		
General government	115,454	98,305
Maintenance and operations	407,887	270,146
Parks and recreation	192,517	157,445
Interest on long-term debt	725,987	422,907
Bond issue costs	374,375	-
Conveyance of infrastructure	1,512,781	-
Total expenses	<u>3,329,001</u>	<u>948,803</u>
Change in net position	(2,125,443)	100,876
Net position - beginning	<u>2,330,177</u>	<u>2,229,301</u>
Net position - ending	<u>\$ 204,734</u>	<u>\$ 2,330,177</u>

As noted above and in the statement of activities, the cost of all governmental activities during the period ended September 30, 2022 was \$3,329,001. The costs of the District's activities were partially funded by program revenues. Program revenues are comprised of assessments and interest income. The majority of the increase in program revenues is the result of increased assessments. In total, expenses, increased from prior fiscal year, the majority of the increase in expenses results from bond issuance costs and conveyance of infrastructure to the County for ownership and maintenance.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2022, the District had \$22,398,844 invested in capital assets for its governmental activities.

In the government-wide financial statements depreciation of \$474,235 has been taken which resulted in a net book value of \$21,924,609. More detailed information about the District's capital assets is presented in the notes of the financial statements.

CAPITAL ASSETS AND DEBT ADMINISTRATION (Continued)

Capital Debt

At September 30, 2022, the District had \$23,005,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND OTHER EVENTS

It is anticipated that the general operations of the District will increase for the subsequent fiscal year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Cross Creek North Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

FINANCIAL STATEMENTS

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

	Governmental Activities
ASSETS	
Cash	\$ 561,221
Prepaid items and deposits	34,479
Restricted assets:	
Investments	1,469,806
Capital assets:	
Nondepreciable	14,076,641
Depreciable, net	7,847,968
Total assets	23,990,115
 LIABILITIES	
Accounts payable and accrued expenses	92,041
Accrued interest payable	485,808
Non-current liabilities:	
Due within one year	395,000
Due in more than one year	22,812,532
Total liabilities	23,785,381
 NET POSITION	
Net investment in capital assets	(1,301,572)
Restricted for debt service	983,638
Unrestricted	522,668
Total net position	\$ 204,734

See notes to the financial statements

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Primary government:					
Governmental activities:					
General government	\$ 115,454	\$ 115,454	\$ -	\$ -	\$ -
Maintenance and operations	407,887	340,590	-	1	(67,296)
Parks and recreation	192,517	192,517	-	-	-
Interest on long-term debt	725,987	544,492	4,932	-	(176,563)
Bond issue costs	374,375	-	-	-	(374,375)
Conveyance of infrastructure	1,512,781	-	-	-	(1,512,781)
Total governmental activities	<u>3,329,001</u>	<u>1,193,053</u>	<u>4,932</u>	<u>1</u>	<u>(2,131,015)</u>
General revenues:					
Unrestricted investment earnings					922
Miscellaneous revenue					4,650
Total general revenues					<u>5,572</u>
Change in net position					(2,125,443)
Net position - beginning					<u>2,330,177</u>
Net position - ending					<u>\$ 204,734</u>

See notes to the financial statements

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
BALANCE SHEET –
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	\$ 561,221	\$ -	\$ -	\$ 561,221
Investments	-	1,469,446	360	1,469,806
Prepaid items and deposits	34,479	-	-	34,479
Total assets	<u>\$ 595,700</u>	<u>\$ 1,469,446</u>	<u>\$ 360</u>	<u>\$ 2,065,506</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	\$ 73,032	\$ -	\$ 19,009	\$ 92,041
Total liabilities	<u>73,032</u>	<u>-</u>	<u>19,009</u>	<u>92,041</u>
Fund balances:				
Nonspendable:				
Prepaid items and deposits	34,479	-	-	34,479
Restricted for:				
Debt service	-	1,469,446	-	1,469,446
Unassigned	488,189	-	(18,649)	469,540
Total fund balances	<u>522,668</u>	<u>1,469,446</u>	<u>(18,649)</u>	<u>1,973,465</u>
Total liabilities and fund balances	<u>\$ 595,700</u>	<u>\$ 1,469,446</u>	<u>\$ 360</u>	<u>\$ 2,065,506</u>

See notes to the financial statements

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

Fund balance - governmental funds \$ 1,973,465

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

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	22,398,844	
Accumulated depreciation	<u>(474,235)</u>	21,924,609

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(485,808)	
Original issue discount	47,301	
Original issue premium	(249,833)	
Bonds payable	<u>(23,005,000)</u>	<u>(23,693,340)</u>
Net position of governmental activities		<u>\$ 204,734</u>

See notes to the financial statements

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ 648,561	\$ 544,492	\$ -	\$ 1,193,053
Interest income	922	4,932	1	5,855
Miscellaneous revenue	4,650	-	-	4,650
Total revenues	654,133	549,424	1	1,203,558
EXPENDITURES				
Current:				
General government	115,454	-	-	115,454
Maintenance and operations	200,992	-	-	200,992
Parks and recreation	139,255	-	-	139,255
Debt service:				
Principal	-	140,000	-	140,000
Interest	-	418,000	-	418,000
Bond issuance costs	-	-	374,375	374,375
Capital outlay	-	-	14,146,753	14,146,753
Total expenditures	455,701	558,000	14,521,128	15,534,829
Excess (deficiency) of revenues over (under) expenditures	198,432	(8,576)	(14,521,127)	(14,331,271)
OTHER FINANCING SOURCES (USES)				
Bond premium	-	-	254,067	254,067
Bond issuance	-	827,527	14,247,473	15,075,000
Total other financing sources (uses)	-	827,527	14,501,540	15,329,067
Net change in fund balances	198,432	818,951	(19,587)	997,796
Fund balances - beginning	324,236	650,495	938	975,669
Fund balances - ending	\$ 522,668	\$ 1,469,446	\$ (18,649)	\$ 1,973,465

See notes to the financial statements

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

Net change in fund balances - total governmental funds	\$	997,796
<p>Amounts reported for governmental activities in the statement of activities are different because:</p>		
Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.		14,146,753
Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.		(260,157)
Conveyances of infrastructure improvements to other governments of previously capitalized capital assets is recorded as an expense in the statement of activities.		(1,512,781)
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.		(15,075,000)
In connection with the issuance of the Bonds, the original issue premium is reported as a financing source when debt is first issued, whereas this amount is eliminated in the statement of activities and increases long-term liabilities in the statement of net position.		(254,067)
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.		140,000
Amortization of bond discount/premium is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.		2,560
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.		(310,547)
Change in net position of governmental activities	\$	(2,125,443)

See notes to the financial statements

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Cross Creek North Community Development District (the "District") was established by Clay County Ordinance 2017-10 enacted on March 3, 2017 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

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

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by landowners of the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2022, all of the Board members are affiliated with DR Horton, Inc. - Jacksonville ("Developer").

The Board has the responsibility for:

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

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

Assessments

Assessments are non-ad valorem assessments imposed on assessable lands located within the District. Assessments may be levied on property to pay for the operations and maintenance of the District. The fiscal year for which annual assessments may be levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

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

The District reports the following major governmental funds:

General Fund

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

Debt Service Fund

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

Capital Projects Fund

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

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

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

Assets, Liabilities and Net Position or Equity

Restricted Assets

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

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

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

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured.

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

Prepaid Items

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

Capital Assets

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

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

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

<u>Asset</u>	<u>Year</u>
Stormwater system	30
Recreation facility	50
Improvements other than buildings	20

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

Unearned Revenue

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

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

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

Deferred Outflows/Inflows of Resources

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

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

Fund Equity/Net Position

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

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

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

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

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

NOTE 3 – BUDGETARY INFORMATION

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

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

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

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

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

Investments

The District's investments were held as follows at September 30, 2022:

	<u>Amortized Cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
First American Treasury Obligations Fund Y Class	\$ 1,469,806	S&P AAAM	Weighted average of the fund portfolio: 9 days
Total Investments	<u>\$ 1,469,806</u>		

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

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

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

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

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

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

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

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

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

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

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2022 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ 5,499,380	\$ 14,146,753	\$ (5,569,492)	\$ 14,076,641
Total capital assets, not being depreciated	5,499,380	14,146,753	(5,569,492)	14,076,641
Capital assets, being depreciated				
Stormwater system	770,434	3,793,205	-	4,563,639
Recreation facility	2,399,580	263,506	-	2,663,086
Improvements other than buildings	1,095,478	-	-	1,095,478
Total capital assets, being depreciated	4,265,492	4,056,711	-	8,322,203
Less accumulated depreciation for:				
Stormwater system	(42,802)	(152,121)	-	(194,923)
Recreation facility	(79,986)	(53,262)	-	(133,248)
Improvements other than buildings	(91,290)	(54,774)	-	(146,064)
Total accumulated depreciation	(214,078)	(260,157)	-	(474,235)
Total capital assets, being depreciated, net	4,051,414	3,796,554	-	7,847,968
Governmental activities capital assets	\$ 9,550,794	\$ 17,943,307	\$ (5,569,492)	\$ 21,924,609

The engineer's report estimates the total cost of the District infrastructure improvements at \$23,220,000 which consists of phase 1 and phase 2 of the infrastructure project. The Series 2018 Bonds will be used to provide funds for the acquisition of a portion of phase 1 of the infrastructure project (the "Series 2018 Project"). The Series 2018 Project will include roadway improvements, water and sewer improvements, stormwater management system, recreational improvements, and hardscape and landscape. Phase 1 of infrastructure project has an estimated cost of \$13,870,000. Upon completion, certain improvements are to be conveyed to other governments for ownership and maintenance responsibilities.

NOTE 5 – CAPITAL ASSETS (Continued)

The Developer entered into a completion agreement with the District whereby the Developer agrees to complete, cause to be completed, or provide funds or cause funds to be provided to the District in an amount sufficient to complete the Series 2018 Project not funded with the Series 2018 Bonds. Series 2022 Bonds were issued to provide funds for the acquisition of a portion of phase 2 of the infrastructure project. The Series 2022 Project includes improvement in the Series 2022 Assessment Area which is comprised of Phase 2A, 2B-1, 2B-2 and 2C. Phase 2 of infrastructure project has an estimated cost of \$15,471,618.

Upon completion, certain improvements are to be conveyed to other governments for ownership and maintenance responsibilities. During the current fiscal year, utilities of \$1,512,781 were conveyed to the County for ownership and maintenance.

NOTE 6 – LONG-TERM LIABILITIES

Series 2018

In December 2018, the District issued \$8,105,000 of Series 2018 Bonds, consisting of multiple term bonds with due dates ranging from November 1, 2024 - November 1, 2050 and fixed interest rates ranging from 4.375% to 5.375%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2018 Bonds is to be paid serially commencing November 1, 2021 through November 1, 2050.

The Series 2018 are subject to redemption at the option of the District prior to their maturity. The Series 2018 are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the current fiscal year. The District prepaid \$20,000 of the Series 2018 Bonds from amounts received at lot closings.

Series 2022

In March 2022, the District issued \$15,075,000 of Series 2022 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2027 - May 1, 2052 and fixed interest rates ranging from 3.4% to 4.5%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2022 Bonds is to be paid serially commencing May 1, 2021 through May 1, 2052.

The Series 2022 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are also subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

Compliance

The Bond Indentures established debt service reserve requirements as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2022 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2018	\$ 8,070,000	\$ -	\$ 140,000	\$ 7,930,000	\$ 130,000
Less issue discount	48,975	-	1,674	47,301	-
Series 2022	-	15,075,000	-	15,075,000	265,000
Original Premium	-	254,067	4,234	249,833	-
Total	<u>\$ 8,021,025</u>	<u>\$ 15,329,067</u>	<u>\$ 142,560</u>	<u>\$ 23,207,532</u>	<u>\$ 395,000</u>

At September 30, 2022, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2023	\$ 395,000	\$ 1,106,371	\$ 1,501,371
2024	410,000	1,034,837	1,444,837
2025	425,000	1,019,471	1,444,471
2026	440,000	1,003,275	1,443,275
2027	455,000	986,239	1,441,239
2028-2032	2,585,000	4,636,377	7,221,377
2033-2037	3,220,000	4,011,726	7,231,726
2038-2042	4,035,000	3,189,424	7,224,424
2043-2047	5,110,000	2,129,313	7,239,313
2048-2052	5,930,000	771,221	6,701,221
	<u>\$ 23,005,000</u>	<u>\$ 19,888,254</u>	<u>\$ 42,893,254</u>

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer owns the majority of the land within the District; therefore assessment revenues in the general and debt service funds includes the assessments levied on those lots owned by the Developer.

NOTE 8 – CONCENTRATION

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

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the last three years.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original & Final		
REVENUES			
Assessments	\$ 647,947	\$ 648,561	\$ 614
Interest Income	-	922	922
Miscellaneous Income	-	4,650	4,650
Total revenues	647,947	654,133	6,186
EXPENDITURES			
Current:			
General government	126,967	115,454	11,513
Maintenance and operations	342,155	200,992	141,163
Parks and recreation	178,825	139,255	39,570
Total expenditures	647,947	455,701	192,246
Excess (deficiency) of revenues over (under) expenditures	\$ -	198,432	\$ 198,432
Fund balance - beginning		324,236	
Fund balance - ending		\$ 522,668	

See notes to required supplementary information

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

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

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

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

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2022	0
Number of independent contractors compensated in September 2022	0
Employee compensation for FYE 9/30/2022 (paid/accrued)	Not applicable
Independent contractor compensation for FYE 9/30/2022	Not applicable
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Budget variance report	See page 21
Ad Valorem taxes;	Not applicable
Outstanding Bonds:	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2022	Operations and maintenance - \$697.81 Debt service - \$ 1,398.79
Special assessments collected FYE 9/30/2022	\$1,193,053
Outstanding Bonds:	
Series 2022, due May 1, 2052	see Note 6 page 19 for details
Series 2018, due November 1, 2050	see Note 6 page 19 for details

Independent contractor is defined as individuals and entities that receive a 1099



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Cross Creek North Community Development District, Clay County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our opinion thereon dated August 21, 2023.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

August 21, 2023



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

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

We have examined Cross Creek North Community Development District, Clay County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2022. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

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

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2022.

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

August 21, 2023



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

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

Report on the Financial Statements

We have audited the accompanying basic financial statements of Cross Creek North Community Development District, Clay County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated August 21, 2023.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated August 21, 2023, should be considered in conjunction with this management letter.

Purpose of this Letter

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

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

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

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

August 21, 2023

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

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

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

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

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2021.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2022.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2022.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2022. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

Tab 4

Cross Creek N CDD

Managers Report

Date of meeting: **9.12.2023**

Submitted by: **Mark Insel**

POOL AND FACILITY:

- Vesta staff repaired the pavers in certain areas and near the Chair Lift. A contractor will need to take care of the larger job and pool tiles.
- We have had a constant flow of new residents requesting access cards. We have gone through over 75 cards since the last meeting. We have several residents coming into the office every day.
- Facility, entrance monuments, and ceiling areas were pressure washed and will be an ongoing task.
- We are working with Elite towing and at the time of this report we have the agreement and is being finalized by Legal.
- The pool has been heavily used and residents are excited for the new lap pool!
- We have made progress with approved jobs and upcoming tasks. David has been busy with many small tasks and is tackling the larger jobs. Raymond, our Maintenance and Office attendant, is assisting as he is now full-time.
- Safety checks on the Playground, Volleyball Court, and Property are completed daily.
- QR Codes are placed in the Bulletin Board and Playground, which residents have been using to survey each area.
- Workers are on site each day doing work on the pool, RV lot, and new buildings.
- Touch-up painting has been done around the building where needed.
- We have had a decent number of Clubhouse rentals this month.
- Monthly Food Trucks have had success and will continue.
- Holiday lighting proposals are in, M&G from last year, and Mosquito Nix bid. ***The Board will vote on which to choose.***
- A request was made to purchase and install a small Book Sharing Library at the entrance to the Amenity Center. These have been successful at other properties and are inexpensive. ***Asking the Board for Approval to purchase and install.***



GYM AND EQUIPMENT:

- We had a couple of cables on the multi-use machine replaced. Noticed wear during PM.
- All equipment has been checked; PM was completed last month. The janitorial crew has been cleaning the fitness center when onsite as well.
- The machines are in great shape and all working properly!
- The addition of the A Frame sign stating Fitness Center age requirements seems to help.

COMPLETED PROJECTS / No Board action required:

- Ceiling Fans have been purchased and installed in Clubhouse.
- Irrigation issues were handled in front of building and new facility, should be good for opening.
- Will be having a fence installed to shield the pump system.
- There have been many residents who have given us positive feedback regarding the overall appearance of the Facility. They love seeing staff on-site more often.
- Routine maintenance and janitorial continue throughout the facility.
- Checks on the playground for safety and functionality.
- We continue to ride the community monitoring signs, drains, road conditions, etc. David is finding a lot of trash, perhaps due to construction sites.
- We had some more street signs replaced/repaired.

POND AND LAKE MANAGEMENT:

- The technician has been onsite monthly. His report had no major issues and treatments were focused basically on shoreline growth. They fill us in on which have algae, grass and weed issues, low water levels, and the ponds seeing the most trash. Our Tech is very attentive and always doing a great job.
- Low water levels have been reported on some ponds.
- Will always inquire about the need for carp or tilapia if suggested for the future and requirements.

LANDSCAPE MANAGEMENT:

- Hedge and bush trimming around the facility have been completed every other week.
- Weeded the beds at entrances and facility. Planted new flowers as well.
- David communicates many times a week with crew leaders, and they work together to handle any community needs.
- The Landscaping Management Tool, and weekly drive checklist are in place for reporting. Greenpoint's tasks are being completed daily. The crews are working the summer schedule. Picking up more trash around ponds. They are prioritizing work throughout the community and are keeping things maintained. The last report reflected rotations completed, blowing the property, and picking up trash. They mowed and line-trimmed all the lakes.

WHAT TO EXPECT IN THE UPCOMING MONTHS:

- Vesta has created a Cross Creek North Amenities website. This will be a landing site for residents to get information on the Facility, Contacts, difference between HOA and CDD entities and have a tab to report any concerns within the community. (Landscaping, pond, parks, roads, street sign issues)
Requesting permission from the Board to launch and promote.
- Request for metal benches at certain park locations was brought up. We have the estimate and will determine locations and amount after further discussions.
- Staff hours need to be increased by months end to manage the growth and needs of the community.
- Searching to have a new reader board installed near the new entrance.
- Will continue sending Policy Highlight reminders and updates.
- Informal meet and greet Q&A sessions with residents depending on turnout will be quarterly.
- Continued diligence on a clean facility, pool, and grounds.
- Continued oversight on landscaping and irrigation.
- Continuing to knock out items on punch list of projects both small and large not needing Board approval.

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

Mark Insel 904-408-7716



\$149.99

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4.6 4.6 out of 5 stars

Cross Creek N CDD

Field Manager's Report

Date of meeting: 8.30.2023

Submitted by: David Anderson

POOL AND FACILITY:

- No major issues with facility currently
- Splash pad parts were not installable. Poor design by manufacturer.
- Tiles in pool not installed yet
- Additional tiles have come loose and will probably require drainage of the pool in winter months.
- Cleaning of parking lot along and Amenity grounds being performed when attended.
- Purchased ceiling fans for Assembly room.
- Getting quotes for a chemical line from parking lot to chlorine tanks.
- Ordered 500-gal chlorine tank for lap pool.

GYM AND EQUIPMENT:

- All equipment has been checked; PM was completed last month. The janitorial crew has been cleaning the fitness center when onsite as well.
- The machines are in great shape and all working properly!

COMPLETED PROJECTS / No Board action required.

- Checks on playground for safety and functionality.
- Secured facility for Hurricane Idalia. Securing furniture, trash receptacles, etc.
- We continue to ride the community monitoring signs, drains, road conditions, etc.

POND AND LAKE MANAGEMENT:

- The technician has been onsite monthly. His report is basically on shoreline growth. They fill us in one which has algae, grass and weed issues, which needed dye and the ponds seeing the most trash.
- Snap has pending tags on nuisance gators!
- Main display pump has tripped twice, (gfi) reset. The vendor inspected and reset. Good for now since 8/22.

LANDSCAPE MANAGEMENT:

- Landscape vendor is searching for irrigation leak on island in front of Amenity center, may be under roadway.
- Many dead trees in the cove area near the rear entrance.
- Landscape vendor has contacted DR about this as all were dead before they took over area

Approximately 10. Cove area

- I communicate with Carlos and Mike weekly to adjust where needed.
- The Landscaping Management Tool is now being completed monthly.
- Weekly drive throughs being communicated with vendor.

WHAT TO EXPECT IN THE UPCOMING MONTHS:

- Will continue sending Policy Highlight reminders and updates.
- Continued diligence on a clean facility, pool, and grounds.
- Continued oversight on landscaping and irrigation.
- New landscape report starts in September.
- Continuing to knock out items on punch list of projects both small and large not needing Board approval.
- Landscape proposals for repairs if needed.
- Food Trucks will be monthly or more and have been well attended!

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

David Anderson 904-884-2432





6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: August 22, 2023

Biologist: Justin Powers

Client: Cross Creek

Contact: Leslie Gallagher

Waterways: 25 ponds

Pond 1: No algae or new growth noted. Grass clippings on surface of pond.



Pond 2: No algae or invasive species noted. Fountain was working properly.



Pond 3: Treated algae growth. Picked up minor trash.



Pond 4: No invasive species noted. Previous treatment was effective.



Pond 5: No algae or invasive species. Fountain was working properly. Treated perimeter weeds.



Pond 6: Previous treatment effective. Water level was still low.



Pond 7: Pond in good condition.



Pond 8: No algae noticed, pond level is low. There is evidence of the grass carp pulling up the spike rush throughout the pond. Previous treatment appears to be effective.



Pond 9: Water level and clarity were good. No invasive species noted.



Pond 10: Pond in good condition.



Pond 11: Pond in good condition.



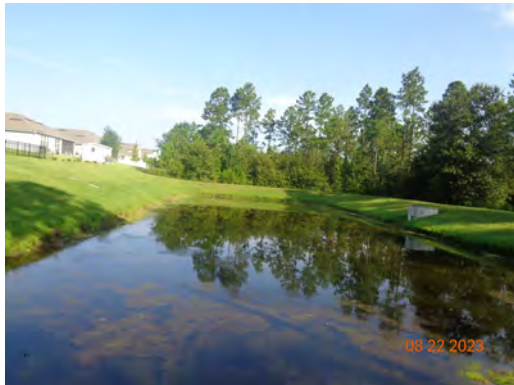
Pond 12: Previous treatment was effective.



Pond 13: Hydrilla is dying. Previous treatment effective. No algae noticed.



Pond 14: Water level low, no algae noticed. Previous treatment was effective.



Pond 15: Previous treatment effective.



Pond 16: No invasive species.



Pond 17: Pond in good condition.



Pond 18: Pond in good condition.



Pond 19: No new growth noted. Picked up trash.



Pond 20: No algae or invasive species noted.



Pond 21: Pond in good condition, no algae nor invasive species noticed.



Pond 22: Pond in good condition, no algae nor invasive species noticed.



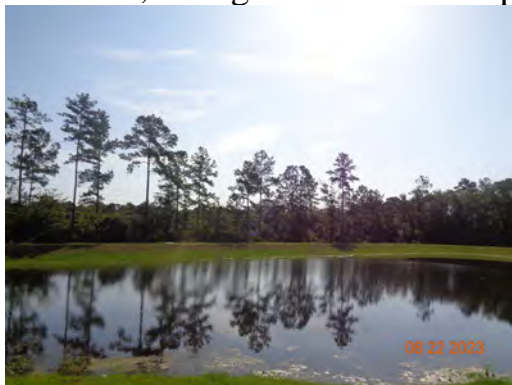
Pond 23: Pond in good condition, no algae nor invasive species noticed.



Pond 24: Pond in good condition, treated for algae growth and perimeter weeds.



Pond 25: Pond in good condition, no algae nor invasive species noticed.



Tab 5

**FOURTH ADDENDUM TO THE CONTRACT FOR
PROFESSIONAL DISTRICT SERVICES**

This Fourth Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2023 (the “**Effective Date**”), by and between **Cross Creek North Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Clay County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

 Vice Chairman/Assistant Secretary
 Board of Supervisors

 Print Name

Exhibit B – Schedule of Fees

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$1,940.17	\$23,282
Administrative:	\$434.33	\$5,212
Accounting:	\$1,737.42	\$20,849
Financial & Revenue Collections:	\$347.50	\$4,170
Assessment Roll ⁽¹⁾		\$5,791
Total Standard On-Going Services:	\$4,459.42	\$59,304

(1) Assessment Roll is paid in one lump-sum at the time the roll is completed.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

LITIGATION SUPPORT SERVICES:

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00

Tab 6

Cross Creek North CDD - Landscape and Irrigation Maintenance Services RFP
September 12, 2023

	Personnel	Proposer's Experience	Understanding Scope of Work	Financial Capability	Price	Total Points
Maximum Score	20	20	20	20	20	
BrightView						
Greenpoint						
Yellowstone						

A Brighter View for your Landscape Services



Prepared for:

**Cross Creek North
CDD**

August 30, 2023

August 30, 2023

Lesley Gallagher, District Manager

Rizzetta & Company

2806 N 5th St STE 403

St Augustine, FL 32084

Dear Lesley,

Priority item #1: Plant Material Health screams "Curb Appeal" to Current and Prospective Residents as well as Management. BrightView feels and understands your concern when residents and visitors notice the lack of green color in the turf, dead palm fronds, bed weeds and the like.. Healthy turf is a deep, dark green color signifying proper nutrients, appropriate irrigation and fertilization, as well as the care and pride of the community. We also understand the concern for following the "Florida Best Management Practices" directives established by the University of Florida. Items such as proper fertilization techniques, minimizing grass clippings into retention ponds, proper mowing and trimming techniques, and community landscape enhancement plantings. We further understand that trees and shrubs are expected to be healthy, upright, vigorous and colorful. To these ends, we will use the latest fertilizer formulations, irrigation techniques and Florida Friendly maintenance practices to achieve this high level curb appeal, with details presented later in this proposal.

Priority item #2: Communication. Communication between your Board, District Manager, and BrightView will either make or break our contract. All the best intentions and service capabilities are useless if we do not communicate clearly with you. Our proposal will refer to specific reporting tools such as property management reports, irrigation inspection reports, and site specific enhancement ideas. These written reports, along with monthly property walks, will demonstrate not only our ability to keep the board informed of our services, but demonstrate our care and concern to constantly improve the Cross Creek North CDD landscape investment.

Priority item #3: Vendor Capabilities and Pricing. Vendor Capabilities and Pricing together reflect the Ultimate Outcome of your Satisfaction. Too few hours on the job means services go missed. Inadequate training and service practices result in unsightly "curb appeal". Rest assured, BrightView has extensive employee training, initial job assessment techniques, and a "value-driven" pricing program that results in a quality performance and customer satisfaction level second to none in the industry. All of this means our price and our service level is driven by your desired outcome for the property. Please note that our pricing that follows will be tied directly to your service expectations.

As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your success. When you partner with BrightView, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value.

Thank you for the opportunity to submit this proposal. I will follow up with you in the next few days to answer any questions you may have. Feel free to contact me at (904) 887-8553 or by email at Chris.Charbonneau@brightview.com.

Chris Charbonneau

Cell: 904.887.8553

August 30, 2023

Cross Creek North CDD

2895 Big Oak Drive

Green Cove Springs, FL 32043

Dear Board,

BrightView Landscape Services is proud to submit a Full Service Landscape Maintenance proposal for your Community. Our Team has performed a thorough estimation of the landscape material, evaluated the estimate during our Production review process and met with our team of experts to produce a well thought out and comprehensive proposal for your judgement and review. Thank you for the opportunity to provide a response to your RFP.

As requested, we have submitted complete and qualifying information for the Boards Review . Enclosed you will find a thorough and concise presentation for your evaluation. We have also included some of the unique tools we have for Communication and Disaster Response. Our Customer Communication portal, BrightView Connect, is a game changer in the world of client communication and accountability.

We understand this is a very big decision for this group as good stewards of the community and its finances. We understand the value the community has entrusted you with and as you review the different submittals. While we expect different areas will appeal differently to each Member, the one single thing all of the Proposals have in common is the need for good quality Team Member to perform these services requested. While the employment rate in this area is low, the available of good quality people is something all will be competing for along with the other industries that require entry level Labor. With a community your size, it is critical to have a consistent crew performing the maintenance and other services .

BrightView has a couple of unique sources for quality Team Members that will qualify in the E-Verified Program which all BrightView Team Members are required to pass in order to be employed. In the North Florida Market, BrightView operates out of 4 different branches and employs over 375 team members throughout the North Florida market. Upon review, if you have any questions we will be available to meet and provide the information you will need to be the great stewards of this community.

Chris Charbonneau

Cell: 904.887.8553

Email: chris.charbonneau@brightview.com

Experience

Experience and References

Area References

Marsh Creek Master Association

Property Address: St Augustine, FL
Customer Since: 2017
Services Provided: Landscape and Irrigation Installation, and Maintenance, Enhancements, Fertilization, Pest Control,

Contact Dottie Kriner dkriner@mayresort.com or 904.461.9708



Heritage Landing CDD

Property Address: St Augustine, FL
Customer Since: 2001
Services Provided: Landscape Maintenance, Enhancements, Fertilization, Pest Control, Irrigation Services

Contact Melissa Dobbins mdobbins@rizzetta.com or 904.436.6270



Julington Creek Plantation (CDD)

Property Address: Jacksonville, FL
Customer Since: 2015
Services Provided: Landscape and Irrigation Installation and Maintenance, Landscape Design and Enhancement

Contact Jeff Branch jbranch@jpcdd.org or 904.347.0602



Del Webb Nocatee

Property Address: Nocatee, Florida
Customer Since: 2021
Services Provided: Landscape and Irrigation Maintenance, Landscape Enhancement

Contact Nicole Pare Nicole.pare@pulte.com or 904.604.8219



Similar Communities Serviced and References - Ready to Serve YOU

Del Webb®

Del Webb Sun City Carolina Lakes,
Fort Mill, SC – 3300 Homes



Del Webb®

Del Webb Cane Bay, Summerville,
SC – 1100 Homes



Del Webb®

Del Webb Sun City Hilton Head, SC
– 1600 Homes



Del Webb®

Del Webb Carolina Orchards, Fort
Mill, SC – 700 Homes



Del Webb®

Del Webb Lake Providence,
Nashville, TN -1092 Homes



Del Webb

NOCATEE

September 30, 2022

Dear Sir or Madam,

It is with great confidence and pleasure to recommend Brightview Landscape Services. Our members were dissatisfied with the former landscaper because of lack of follow-up and follow through. The association needed a landscaper who would communicate and establish rapport.


Before Brightview's start date of 7/1/2022, they conducted thorough evaluation of the community's landscape conditions with photographs. They sat down with the Board and me to review the evaluation.

Two weeks into the service agreement with Brightview, they hosted a community BBQ for the residents. Brightview began with a meet and greet where they took the opportunity to introduce themselves, speak with the residents, discuss expectations, and ensure their delivery on service. Then, Brightview cooked the food and spent time with our residents. What a great start to our community's relationship with Brightview.

Since Brightview's start at Del Webb Nocatee, they have regularly followed up on work orders. When Brightview addresses a work order, they make direct contact with the person reporting the matter. Sixty days into the service agreement, Brightview provided a Quality Site Assessment, which sets clear expectations for quality, provides a forum for feedback, fosters communication, and measures where we began versus where we're going with the landscape conditions and maintenance.

The association and residents are very happy with Brightview, most notably their communication. The communication has been the bridge to the follow-up and follow through. It has earned the association's confidence in who Brightview is and the work they do. Again, Brightview Landscape Services is highly recommended as an elite landscape company.

Sincerely,



Monica Hodges, General Manager

FirstService Residential

Monica.Hodges@fsresidential.com

Del Webb Nocatee Homeowners Association, Inc.
445 Grand Wood Drive
Ponte Vedra, FL 32081

August 29, 2022

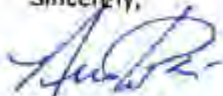
To Whom It May Concern:

We have recently brought on BrightView Landscaping as our landscape service provider at Del Webb Nocatee Homeowners Association, in Ponte Vedra. Chris Charbonneau and Rodney Hicks have committed themselves to creating a relationship with not only the management team and the board, but the homeowners as individuals as well. They have shown the homeowners that they are committed to partnering with them to create the look for the community that they are expecting.

The BrightView team has been incredible to work with, and a breath of fresh air. They are responsive to the needs of the homeowners, and make contact to ensure that the homeowners understand what has been done to help manage and create the correct expectation. Work orders are completed in a timely manner, and the team, as a whole, is extremely responsive.

If you have any questions, please do not hesitate to reach out to me at 561-699-6939.

Sincerely,



Nicole Pare'

Board President

Del Webb Nocatee Homeowners Association, Inc.



Rizzetta & Company
Professionals in Community Management

2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084
p: 904.436.6270
rizzetta.com

August 11, 2022

To Whom It May Concern,

Please accept this letter as my recommendation for BrightView Landscape Services, Inc.. I have worked closely with BrightView in numerous Community Development Districts over the past several years and have found Rodney Hicks and his team to provide a professional, responsive, and superior level of service. This BrightView team delivers an unmatched level of communication and consistently proves to be reliable, setting them apart. They have provided exceptional response times to both irrigation issues and storm related tree damage. This team assisted with the installation of a new pump station and has played an integral role in not only assessing irrigation damage during a major construction project, but also formulating a plan to prevent further damage and complete repairs.

Based on my experience with BrightView Landscape, under the direction of Rodney Hicks as Branch Manager, I would recommend them without hesitation for any landscape or irrigation work.

Sincerely,

Lesley Gallagher
District Manager
Lgallagher@rizzetta.com

Riverwood by Del Webb Community Association, Inc.
1775 River Run Blvd
Ponte Vedra, FL 32081



April 14, 2023

Del Webb eTown
Attn: Board of Directors
11246 Town View Dr
Jacksonville, FL 32256

RE: BrightView – Professional Reference

Dear Board of Directors,

My name is Scott Jefferson, and I have managed Del Webb Ponte Vedra for the past 8 years. During my tenure, I have worked with three (3) different common area landscape companies. I have worked with a good many more throughout my long career in the business.

BrightView, who took over our common area landscape operations at the turn of this year, has proven themselves to be of the highest caliber. They have exceedingly competent professionals within the ranks of their leadership team. They communicate well – which is necessary to ensure best outcomes.

Since engaging their services, they have done great work in the community. Our grounds present very well. The landscape lines are sharp, the plants and trees maintained, and the grass kept well-manicured. Worthy of additional note, BrightView introduced a proprietary work order/proposal tracking system that is user-friendly and that helps keep pending/completed matters organized and readily accessible.

Our assigned account manager is knowledgeable, easy to work with, and always available to us to address the myriad of items that inevitably arise when overseeing such a large-scale property as ours is.

Ultimately, our residents and board are very pleased with what Brightview brings to the table. Their good work shows daily. We would recommend them to other homeowner associations who are seeking a professional landscape company that produces consistent, high-quality work.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott M. Jefferson".

SCOTT M. JEFFERSON, LCAM
Community Association Manager
Direct 904.834.3400
Email scott.jefferson@fsresidential.com
www.delwebbvp.com

Riverwood by Del Webb Community Association, Inc.
1775 River Run Blvd., Ponte Vedra, FL 32081
Phone: 904-834-3400 / Fax: 904-834-3304

Awards & Recognition



2016

BrightView Recognized with Awards in Design, Development and Maintenance
California Landscape Contractors Association's (CLCA)

2017

Grand Award: FCA US Headquarters (maintained by BrightView)
National Association of Landscape Professionals (NALP)

Oracle Campuses Honored for Efficient Water Use & Savings (maintained by BrightView)
The Silicon Valley Water Conservation Awards Coalition

2018

Colonial Williamsburg Receives Arboretum Accreditation (maintained by BrightView)
ArbNet

ASLA Design Awards: Merit Honors— Antelope Valley College, One Arroyo Trail System, and Cadence Park
American Society of Landscape Architects (ASLA)

Exceptional Partner in Business Development Award
Cushman & Wakefield

BrightView Earns Top Awards in Landscape Maintenance
Arizona Landscape Contractors Association (ALCA)

2019

Award of Excellence Winner
National Association of Landscape Professionals (NALP)

Ballpark of the Year Award: Las Vegas Aviators Stadium (maintained by BrightView)
BaseballParks.com

Exceptional Customer Relations Award
Associated Landscape Contractors of Colorado (ALCC)

BrightView's Groundskeeper Named PCL Sports Turf Manager of the Year
Pacific Coast League

2020

BrightView Development Branch honored by HomeAid Atlanta
HomeAid

Gold Nugget Grand Award: Masterplan Community of the Year— Great Park Neighborhoods, Irvine, CA
CBIA/PCBC

6. Is the Proposer incorporated in the State of Florida? yes (X) no ()
- 6.1 If yes, provide the following:
- o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes (X) no ()
 - If no, please explain _____

 - o Date incorporated December 15, 1988 FEI/EIN No. 95-4194223
- 6.2 If no, provide the following:
- o The State with whom the Proposer company is incorporated? _____
 - o Is the company in good standing with the State? yes () no ()
 - In no, please explain _____

 - o Date incorporated _____ FEI/EIN No. _____
 - o Is the Proposer company authorized to do business in the State of Florida? yes () no ()
7. Is the Proposer company a registered or licensed contractor with the State of Florida? yes (X) no ()
- 7.1 If yes, provide the following: *Copies of Licensing are found at end of proposal*
- o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) Irrigation, CPO, LPO, MOT, DOT, OSHA, BMP
 - o License No. _____ Expiration Date _____
 - o Qualifying individual Rodney Hicks Title Branch Manager
 - o List company(s) currently qualified under this license _____

- 7.2 Is the Proposer company a registered or licensed Contractor with Clay County? yes (X) no ()
- 7.3 Has the Proposer company performed work for a community development district previously? yes (X) no ()
- 7.4 Does the Proposer have current plans to change its corporate structure or anticipate a change in ownership in the next three (3) months? yes () no (X)

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2022) 2.8 Billion, (2021) 2.4 Billion, (2020) 2.4 Billion

9. What are the Proposer's current insurance limits?

General Liability \$ 2 Million
 Automobile Liability \$ 5 Million
 Workers Compensation \$ 3 Million
 Expiration Date October 1, 2023

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no (x)

If yes, please describe each violation, fine, and resolution _____

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____ No x If so, state the name(s) of the company(ies) _____

the state(s) where barred or suspended _____
 state the period(s) of debarment or suspension _____

12. What is the landscape maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Royce Peadar	Senior AM	Client Liaison	15	5	Mgr
Jeremiah Blouin	Production Mgr	Crew Production	18	18	Mgr
Yaniel Rojas	Associate AM	Resident Liaison	10	1	Mgr

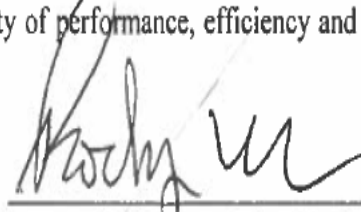
13. Has the Proposer ever failed to complete any work awarded to it or for which it was under contract to perform? Yes _____ No x If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape maintenance contract? Yes _____ No x If so, state name of individual, other organization and reason therefore. _____

- _____
- _____
15. List the case caption, case number, and court for any and all litigation to which the Proposer has been a party in the last five (5) years. If none, please indicate by writing "none." N/A
- _____
- _____
- _____
- _____
16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? N/A If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____
- _____
- _____
- _____
17. Please state whether or not the Proposer has completed background checks on all of its employees who will or may be providing services at the Cross Creek North Community Development District? Yes x No _____ If no, please state the date by which the Proposer will assure to the District the completion of such background check.
- Mandatory Pre-employment

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Cross Creek North Community Development District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Cross Creek North Community Development District should qualify the Proposer for proposing on its landscape and irrigation maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation

BrightView Landscape Services, Inc.
Name of Proposer

By: 

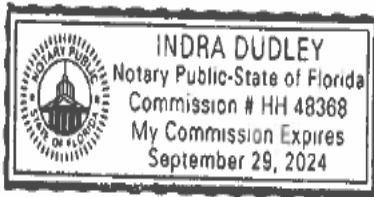
Rodney Hicks, Branch Manager
[Type Name and Title of Person Signing]

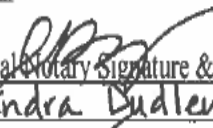
This 31st day of August, 2023.

(Corporate Seal)

STATE OF Florida)
COUNTY OF Duval)

Sworn to and subscribed before me this 29th day of August, 2023, by Rodney Hicks
of the BrightView Landscape Services, Inc.




(Official Notary Signature & Seal)
Name: Indra Dudley
Personally Known
OR Produced Identification _____
Type of Identification _____

AFFIDAVIT FOR CORPORATION

State of Florida ss:

County of Duval

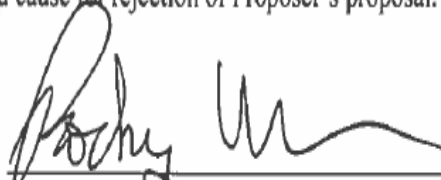
Rodney Hicks

(title) Branch Manager

of the BrightView Landscape Services, Inc.

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer's proposal.

(CORPORATE SEAL)



(Officer must also sign here)

Sworn to and subscribed before me this 29th day of August, 2023, by Rodney Hicks
of the BrightView Landscape Services, Inc.

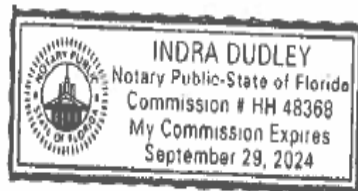

(Official Notary Signature & Seal)

Name: Indra Dudley

Personally Known

OR Produced Identification _____

Type of Identification _____



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Cross Creek North Community Development District.
2. This sworn statement is submitted by BrightView Landscape Services, Inc.
[Print Name of Entity Submitting Sworn Statement]
whose business address is 11530 Davis Creek Court, Jacksonville, FL 32256
and (if applicable) its Federal Employer Identification Number (FEIN) is 95-4194223
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Rodney Hicks and my relationship to the entity named above is Branch Manager.
4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any State or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market

value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

[continued on following page]

_____ The person or affiliate has not been placed on the convicted vendor list.

(Please describe any action taken by or pending with the Florida Department of Management Services.)



(Name of individual signing)

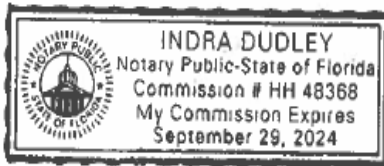
Date: August 29, 2023

STATE OF Florida)
COUNTY OF Duval)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

Rodney Hicks, Branch Manager who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 29th day of August 2023.





(Official Notary Signature & Seal)

Name: Indra Dudley
Personally Known _____
OR Produced Identification _____
Type of Identification _____

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM

This Proposal for landscape and irrigation maintenance services has been submitted on this 31st day of August, 2023, by BrightView Landscape Services, Inc. [company] whose business address is 11530 Davis Creek Court, Jacksonville, FL 32256, telephone number is (904) 292-0716, fax number is (904) 292-1014, and electronic mail address is rodney.hicks@brightview.com.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that Cross Creek North Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

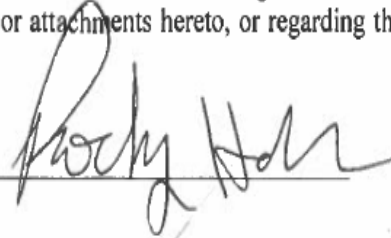
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____

[signatures on following page]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

BrightView Landscape Services, Inc.
Name of Organization

This 31st day of August, 2023

By: 

By: Rodney Hicks, Branch Manager
Name and Title of Person Signing

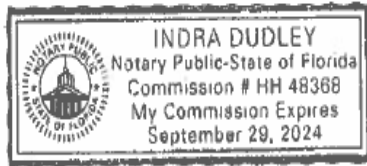
(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: Florida

State of Florida)

County of Duval)

The foregoing instrument was acknowledged before me X by means of physical presence or online notarization this 29th day of August, 2023, by Rodney Hicks, of the BrightView Landscape Services, Inc., who is personally known to me or who has produced as identification and who did (did not) take an oath.




(Signature of Notary Public)

Indra Dudley
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: HH48368

My Commission Expires: 9/29/2024

Qualifications of Key Personnel



Meet Your Client Services Team (CST)

BrightView Landscape Services prides itself as a Learning Organization. Over the past 80+ years our Company has been a leading innovator in many of today's Best practices.

We have always provided a single point of contact to our Clients to streamline communication and to have accountability in service delivery. We will continue to maintain this best practice based on the success our clients have communicated back. In addition we are now providing our clients with a Client Service Team to better provide transparency in service delivery.

Here we have developed a team to best service each Client and below you will see how each one plays a role in successful client satisfaction:



Account Manager

Focus on Client

- Your primary phone call and contact
- Develop Relationship with Management and Board
- Proactively provide enhancement proposals
- Communicate client needs to PM and Crews

Production Manager

Focus on Execution of the Work

- Manage crews to execute the work
- Hire, develop, evaluate, and retain crew members
- Safety, quality, and efficiency
- Reports to the AM

Ancillary Managers

Focus on Ancillary Work

- Support and drive enhancement work on property
- Mulch or Annual Installation
- Community Enhancement Projects
- Palm Pruning, Street Tree clearance , Canopy thinning and lifting.

E-Verified Employees

BrightView ID Number: 13026

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

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

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



Personal Protection Equipment

Your Dedicated BrightView Crew - will always be in full uniform – company shirt, pants, belt, hat and work boots. This not only presents a professional look to our team, it gives a sense of safety to your residents and visitors who can instantly recognize our team members.

Uniforms Crew Leader – Landscape Services option A (Black logo on back of safety vest) *Preferred/Recommended



Uniforms Crew Worker – Landscape Services option B (Blue logo on back of safety vest)



Training Program: Meadow View at Twin Creeks



Through ongoing learning and coaching, crew members learn new skills on-the-job and then demonstrate their progress. As crew members gain new skills, they earn opportunities for recognition and promotions.

Assistant Branch Manager Training Program



Operations Managers at BrightView Landscape Maintenance undertake a 4 training session consisting of a total of 14 days. Each session focuses on a specific discipline

- Employee Leadership
- Operational Excellence
- Client Relations
- Financials

Each manager performs pre-work and follow-up testing for each program with a certification process conducted by senior managers at the end. Account Managers work through a detailed learning process providing the skills necessary to succeed as an Operations Manager.

Irrigation Training

Regional Irrigation Leaders complete 5 sessions of training consisting of a total of 25 days. The Regional Irrigation Leader provides certification training to Irrigation Technicians on the mechanics of an irrigation system, conducting a monthly inspection and repairing components.

Account Manager Safety and Training Program

Management training includes both formal training in group settings, ongoing training support available on line and in field shadow programs. Weekly safety classes at each branch.

A Safe Workplace & Community is

#1 Our Priority

Safety is our top priority at BrightView and we are committed to keeping our people safe every day across our business. As an organization committed to constant improvement, we actively work to continue developing a best-in-class Safety Management System that results in zero injuries to our team members. We take pride in conducting our business operations in a manner that helps to ensure the safety and well-being of our team members, customers, and the properties in which we operate.

We believe in the following principles:

Safety is our top priority

Appropriate PPE must be worn at all times

Follow-up, report, and learn from incidents

Everyone is responsible for each other

Training is the first step to safe behavior

You are the key to making a difference

BrightView's management is committed to providing a safe work environment and establishing safe work practices for all our employees. **We begin all new jobs with a safety inspection.** This identifies any job site hazards, roadway hazards and the safest place to operate from onsite.



Every employee: E-verify, driving & criminal background check, along with initial drug & alcohol screens.

* Trucks are always equipped with cones that are placed around the truck and trailer at all times.

* We also demonstrate this commitment to safety through a continuing program of education and training, accident prevention, reporting, investigation and analysis, and the development of positive attitudes about safety and awareness about safety by all employees.

The following can be provided upon request:

- Safety Manual
- OSHA Compliance Manual
- Right to Know Program
- Safety Rules and Regulations
- HAZCOM Policy
- Safety Compliance Checklists
- Crew Member Equipment
- Safety Training Program
- Weekly Safety Talks

Machinery, Equipment and Manpower



Local Branch Equipment List

Equipment List

Route Trucks

- (26) Ford F150 1/2 Ton Pick Ups
- (20) Ford F250 3/4 Ton Pick Ups
- (4) Ford F550 -Trucks

Spray Trucks

- (1) Ford F250 Spray Truck 200 Gallon
- (1) Ford 450 RC Spray Truck with 2 Lesco skid mounted sprayers -300 gallons
- (4) 50 gallon Lesco Sprayer Skid Mount
- (5) Ride on z-sprayers
- (2) Toro ride on boom sprayers
- (1) Vortex spreader ornamental fertilizer

Irrigation Truck

- (3) Ford F250 SC XL
- (9) F150

Dump Body Trucks

- (3) Ford F450 Trucks
- (8) Isuzu Dump Trucks

Trailers

- (12) Custom Built Equipment Trailer
- (2) Weld Rite 18' Batwing Trailer
- (1) 10' Flatbed
- (1) Ray side 16'x8'
- (1) Weld Rite 16'x8'
- (9) 20' Enclosed Trailer



Field Equipment (400 units)

- Gas articulating shears
- Hand shears
- Straight shears
- Back pack sprayers
- Fertilizer spreaders
- Hand spreaders
- Walk behind spreaders
- Riding fertilizer spreaders



Large Equipment

- (1) Polecat Aerial Lift
- (3) Bandit 1590 Brush Chipper
- (1) Skid Steer Loaders
- (2) Aerial Lift Trucks

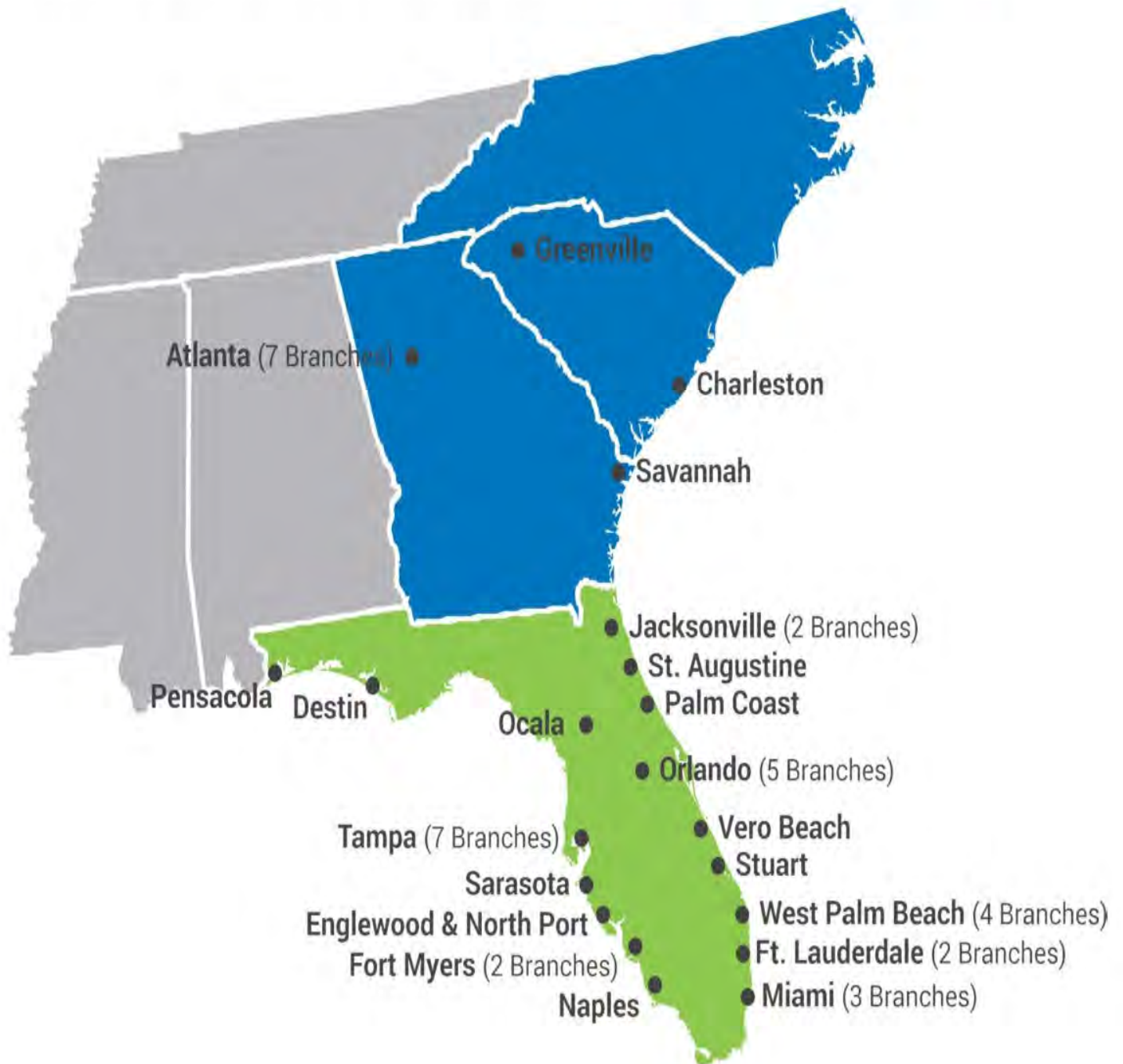
Utility Vehicle

- (8) John Deere Gators

Mower Equipment

- (8) 48" Walk behind mowers
- (15) 52" Stand on mower
- (2) 11' Batwing Mowers
- (30) 61" Riding Mowers

BrightView brings 140 years of experience and client-focused service. We function under the belief that taking care of our teams and clients should always be at the heart of what we do. True to our name, BrightView represents our optimism for the future-offering new opportunities for our clients and team members to succeed. - [28 Florida branch locations](#).



Financial Strength

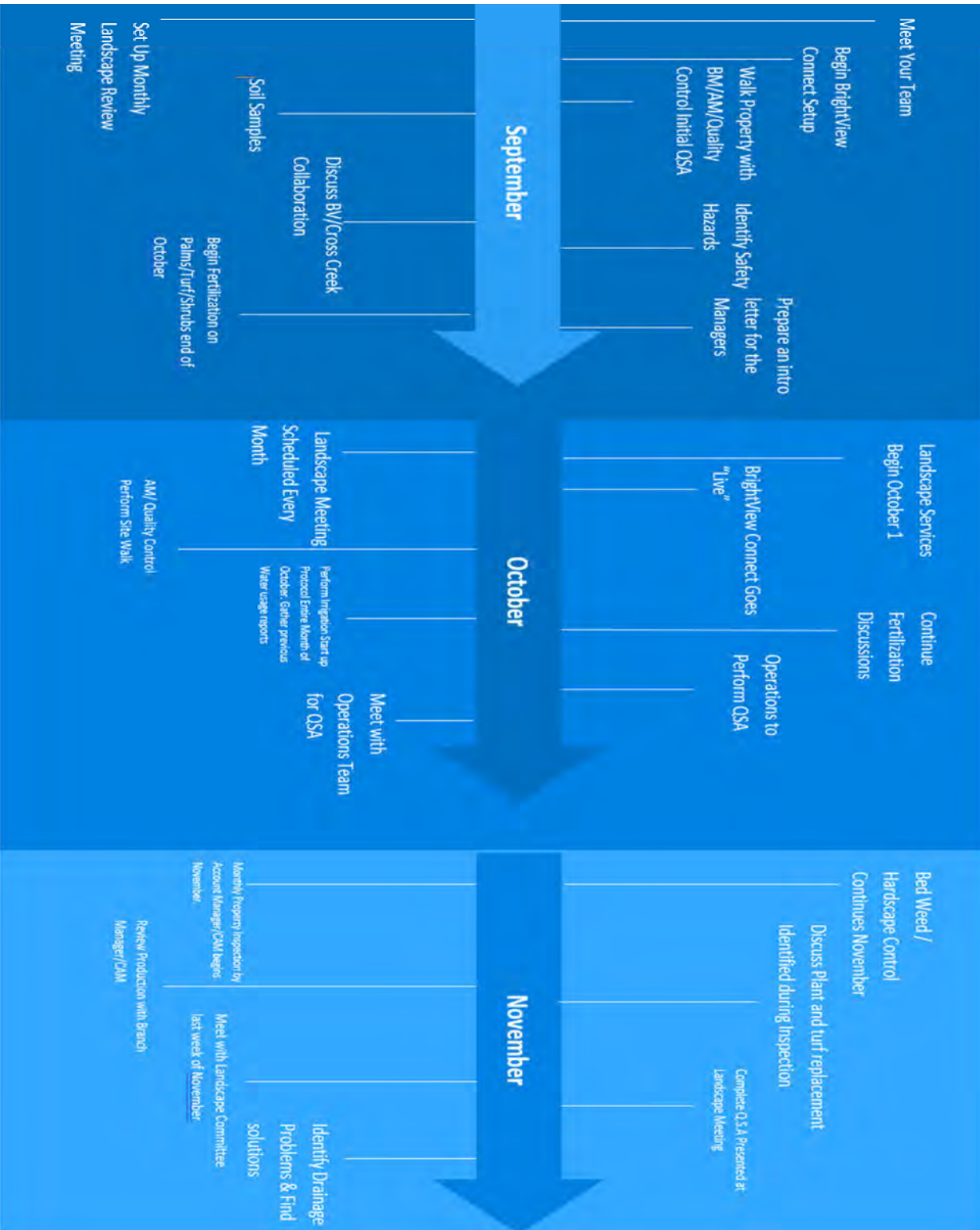
PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

BrightView Holdings, Inc.
Consolidated Balance Sheets
(Unaudited)
(In millions, except par value and share data)

	June 30, 2022	September 30, 2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 26.3	\$ 123.7
Accounts receivable, net	422.4	378.9
Unbilled revenue	121.1	111.2
Other current assets	114.0	97.0
Total current assets	683.8	710.8
Property and equipment, net	323.0	264.4
Intangible assets, net	186.4	197.6
Goodwill	2,005.4	1,950.8
Operating lease assets	78.4	69.5
Other assets	40.0	44.5
Total assets	<u>\$ 3,317.0</u>	<u>\$ 3,237.6</u>
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 159.0	\$ 144.4
Current portion of long-term debt	12.0	10.4
Deferred revenue	73.0	48.2
Current portion of self-insurance reserves	49.6	50.2
Accrued expenses and other current liabilities	210.5	220.9
Current portion of operating lease liabilities	25.6	22.0
Total current liabilities	529.7	496.1
Long-term debt, net	1,336.4	1,130.6
Deferred tax liabilities	56.2	70.8
Self-insurance reserves	101.6	104.5
Long-term operating lease liabilities	59.2	54.2
Other liabilities	36.5	38.7
Total liabilities	2,119.6	1,894.9
Stockholders' equity:		
Preferred stock, \$0.01 par value; 50,000,000 shares authorized; no shares issued or outstanding as of June 30, 2022 and September 30, 2021	—	—
Common stock, \$0.01 par value; 500,000,000 shares authorized; 105,700,000 and 105,200,000 shares issued and 93,000,000 and 105,200,000 shares outstanding as of June 30, 2022 and September 30, 2021, respectively	1.1	1.1
Treasury stock, at cost; 12,700,000 and 287,000 shares as of June 30, 2022 and September 30, 2021, respectively	(168.1)	(4.4)
Additional paid-in-capital	1,504.7	1,489.1
Accumulated deficit	(142.9)	(141.6)
Accumulated other comprehensive income (loss)	2.6	(1.5)
Total stockholders' equity	1,197.4	1,342.7
Total liabilities and stockholders' equity	<u>\$ 3,317.0</u>	<u>\$ 3,237.6</u>

30-60-90 Day Plan



Manpower

Weekly Service Plan and Staffing

We spent a great deal of time and effort to inspect, walk and measure the entirety of Cross Creek North CDD. Over the past few months we have developed an operational plan for a weekly presence at Cross Creek North CDD designed to merge efficiency with your expectations and the needs of the community **OUTLINED IN YOUR RFP.**

Mow Crew–

This crew will move through the community to complete all mowing, edging and string trimming operations. If additional help is needed due to inclement weather or events the next available day will be utilized to complete operations with additional crews as needed.

Detail & Pruning Crew-

This crew is **dedicated to the maintenance and shaping of plant material** Their duties will include ornamental, shrub and tree care along with site policing and weed removal. They will be on property every day of the week, and they will progress through the community each month.

Account Manager– Royce Peaden

Owner of Cross Creek North CDD relationship. He is your primary point of contact for the management team and Board members for all services. He will be responsible for scheduling and managing all operational activities, providing weekly reports to you, communication with the community staff and leadership. The Account Manager creates company mandated Quality Site Assessment or QSA, for your property. This will serve as a snapshot of the conditions on site and a management tool that helps both parties visually understand areas of concern or needs that can be tailored to be area specific.

Production Managers– Jeremiah Blouin

These crew managers will be on site with crew and are the right hand of the Account Manager. German will provide leadership and supervision to the field crews above, along with directing daily operational movement to cover specific work orders communicated to us by Meadow View at Twin Creeks CDD team and the Account Manager.

Ancillary Services: Chad Knight

There are several teams external to the community's on site team that will handle a portion of the work load specific to their expertise. **Tree Care** outside of ground clearance, palm pruning will be handled by Tree Care Crews as scheduled. Seasonal color bed and mulch installations and maintenance will be handled by our **Enhancement Department**. Improvements to the landscape that involve light construction will be performed by Enhancement Department as well. Chemical applications for fertilization, insects, and specific weed control products will be handled by **Spray Technician** who use specialized equipment to move through the site in a more efficient manner.

Turf Management Program



Every property is different with a unique set of maintenance needs. We took into consideration our community tour to create the maintenance plan below which is designed to keep your property looking its best year-round.

Mowing Service

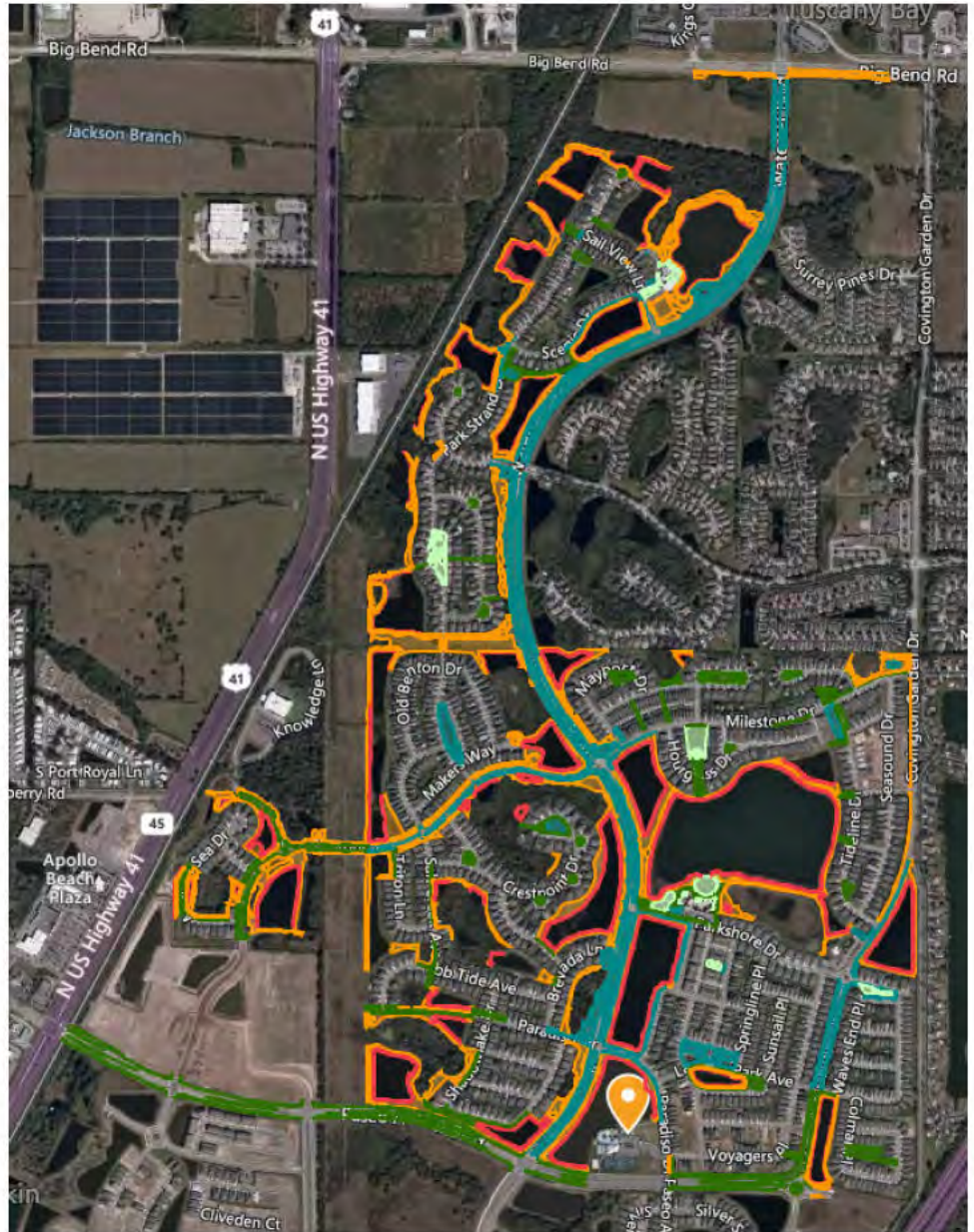
We will deploy a specific mowing crew every day to perform all the mowing, edging, string trimming, and blowing.

This mow crew will only mow, edge, trim and blow, they will not short your mowing services to prune or trim shrubs – that will be a different crew handling the pruning and detail.

Cross Creek North CDD will be mapped and the crews will follow that mapping progression through the property. This “mapping” will be provided to Your team and Board in advance of our initial service. We can adjust the weekly mow schedule if we encounter rain, an emergency or a schedule adjustment based around a special event. We utilize Friday if that week’s schedule backs up.

We will maintain a weekly schedule for all turf areas. The schedule may change according to weather, turf conditions, and fertilization schedule:

- Hand mowers to be used in areas where large, heavy equipment may damage turf or other property. Patterns will be changed frequently to prevent ruts accumulating in turf.
- All mowers are equipped with mulching decks. Grass clippings will be dispersed at each mowing, to eliminate unsightly build-up of grass clippings that may appear after each mowing.
- All debris will be blown off sidewalks, driveways, streets and parking lots during that same service day.



Mowing Services

Edging Equipment Procedure

Hard edging (Sidewalks and Curbing) will be performed by Bright-View on a weekly basis and soft edging of bed areas and tree wells will be edged every other week. Borders of plant beds are to be maintained with a distinct edge that separates the bed from adjoining grass. No chemicals shall be used for edging of the beds.

This will keep neat and well-groomed appearance at all times. All generated debris from the edging process will be blown off to create a clean swept look appearance.



Trimming

No chemicals will be used around ponds. Mowing services will be performed to the intended sod line of the turf. The small strip left around the pond perimeter will be serviced with a weed-eater to provide a neat and well-groomed appearance at all times. This will be performed in conjunction with each scheduled mowing.

All tree trunks will have an edged turf perimeter around them to protect them from unnecessary weed-eater damage



Debris Removal

Each mowing operator is properly trained in order to not run over trash and or debris. Each mowing operator is equipped with trash pickers for the safety of our employees.



Shrub and Plant Care Program

Pruning Schedule

Cross Creek North CDD will be maintained by specific pruning crew with talents shown to be proficient in the shaping, care and maintenance of shrubs and ornamentals.

Their duties will include ornamental, shrub and tree care along with site policing, weed removal, and leaf removal.

Your Detail Crew will proceed through entire community until it is complete each month. All areas that require pruning will be done one time completely in every month. This will guarantee we maintain all shrub and ground cover beds a minimum of once per month and will minimize the variance of “long and short” shrub pruning every month. High frequented areas will be touched every week.

We will map and schedule the community. This schedule will be updated monthly and a copy will be provided to you for final approval every month.

Several preventative functions are scheduled seasonally. Please note below a general quarterly plan that will become site specific upon further evaluation. During our initial site review we will diagnose any shrubs that cause safety issues for pedestrians on sidewalks and shrubs blocking traffic signs or monument signs.

Winter Cut back shrubs needing severe thinning, limb up trees.

Spring Apply pre/post emergent weed prevention chemically to all areas, and fertilize. Hard cutbacks for selective plants.

Summer Regular inspections to address plant growth, weeds, and overall plant health, fertilize.

Fall Fertilize at proper rates, monitor irrigation cut backs, and apply pre-emergent weed control for winter weed.

Debris Cleanup

Your Pruning Team will remove all debris generated in the Shrub and Ground Cover functions from the site daily and police common areas for litter and fallen debris upon each service visit

Bed Weed Control



Irrigation Management Program

Water Management is much more than just sprinkler repairs. Upon award, BrightView will perform a thorough audit of the entire irrigation system listing items needing repair or replacement. Including items that would improve the irrigation system.

After confirming that all heads are working properly, we will need to understand which zones water which plants, and whether they are growing in full sun or shade. It is also important to monitor the soil conditions and daily weather conditions.

Every Irrigation clock will be checked thoroughly once per month by the full time Irrigation Technician.

A report will be provided to the management team. Any irrigation heads or damaged will be repaired immediately. Any other problems will be reported immediately to management.

- Monthly irrigation checks assure that every zone is fully operational, and coverage is adequate to keep a healthy and lush landscape.
- Water management is the key to a successful landscape management program.
- The best preventative maintenance program is one that consistently checks the system, keeps it up and running properly, and repairs issues in timely manner.



Fertilizer, Weed and Pest Control Program

IPM Agronomic Program Turf, Shrubs and Ground Cover

What Are The GI-BMPs?

The GI-BMPs are a science-based educational program for Green Industry workers (lawn-care and landscape maintenance professionals), brought to you by UF-IFAS Florida-Friendly Landscaping™ program. The GI-BMPs teach environmentally safe landscaping practices that help conserve and protect Florida's ground and surface waters.

Who Gets Trained in the GI-BMPs?

Florida Statute 482.1562 states that all commercial fertilizer applicators must have a license from the Florida Department of Agriculture and Consumer Services (FDACS) by January 1, 2014. To get this license, each Green Industry worker must be trained in the GI-BMPs and receive a certificate of completion from UF/IFAS and FDEP. Additionally, many non-commercial Green Industry applicators or other workers are required to pass the training by local ordinances or voluntarily participate in the program to better serve their clients.

Integrated Pest Management (IPM) is an important part of any turf maintenance program. IPM uses an efficient, effective and environmentally conscious approach to pest management which draws on knowledge from several different sciences including entomology (study of insects), mycology (study of fungi), chemistry and horticulture. This interdisciplinary approach enables us to develop sustainable and less costly solutions to many common landscape problems.

Early preventative actions are the key to a successful BMP program. Once you have determined the economic threshold of a site, the evaluation process may begin. Determining the Best practices program, we use information on:

- Pest identification
- Pest lifecycles
- Soil tests and Fertilizer choice
- Control methods that cause the least damage to the environment

We have included our IPM Program as an example, the final plan will be determined after our start-up Procedure

Contractor shall abide by all requirements in the RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION "FERTILIZER USE AND LANDSCAPE MANAGEMENT" and other applicable law, regulations, rules,

Tree Management Program

You can count on us to preserve your trees, enhance their appearance, increase their production, improve safety and reduce liability.

Our ISA Certified Arborists offer a comprehensive set of services and will be available to you for everything you may need to keep your trees healthy and beautiful.

Tree Care services include:

- Tree pruning
- Soil and tissue analysis
- Cabling and bracing
- Emergency storm clearance
- Tree removal and stump grinding
- Inventory and management plans
- Insect and disease control
- Nutrient management
- Fertilization
- Transplant and relocation
- Nuisance fruit production control
- Hazard evaluation and management

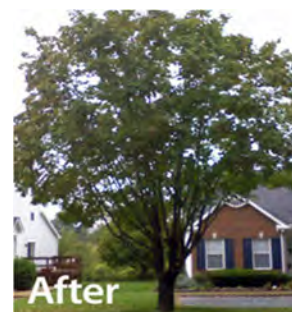


Winter Maintenance Pruning of Crape Myrtles (February-March), Hardwood elevation and deadwood removal if necessary

Spring (April-May) Pruning of all Palms to remove brown fronds and seed stalks.

Summer Maintenance Pruning of Hardwoods to remove excess foliage, building, security, vehicle and pedestrian clearance issues.

Fall (September-October) Pruning of all Palms to remove brown fronds and seed stalks (Optional if needed)



Seasonal Color Management Program

A seasonal color program on your property is the perfect complement to a well-maintained landscape. A consultation with your Account Manager will ensure beautiful seasonal color throughout the year.

On a per-square-foot basis, color plantings are usually the most intensively managed element of a landscape. There are ways to develop an outstanding color program that makes a strong return on the investment.

Color themes may be used to complement buildings, company colors or the appropriate season of the year.

BrightView will take control of all Seasonal Color Beds, weed control, all fungus controls, all designs and all warranties associated with all the Seasonal Color Beds.

BrightView will be 100% responsible for all services associated with Seasonal Color Management on site.



Company Name BrightView Landscape Services, Inc.

Date August 2023

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Dale Asplund	CEO	Company Leader	Blue Bell, PA
Michael Dozier	President Southeast	President of Southeast	Atlanta, GA
Todd Chesnut	Vice President Southeast	Oversees State of Florida	Nocatee, Florida
Steven Brackin	Vice President Regional Manager	Oversee Operations, North Florida	Destin, FL
Rodney Hicks	General Manager Jacksonville	Oversee all Jacksonville Branches	Beachwalk, Florida
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name BrightView Landscape Services, Inc.

Date August 2023

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations?
(Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Steve Brackin	Vice President/ Regional Mgr	Oversee Management of Regional Operations	10	25
Rodney Hicks	General Manager	Branch Management of all Jacksonville Operations	7	25
Royce Peaden	Senior Account Manager	Daily Crew Operations, Quality Control	2	22
Chad Knight	Landscape Enhancement Manager	Landscape Installation and Upgrades	9	11
Rodney Hicks	Regional Irrigation Manager	Department Head Irrigation Services	8	22
Juwan Dupree	Branch Irrigation Manager	Manage all Branch Irrigation Responsibilities	5	15
Rodney Hicks	Agronomics Manager	Fertilization and Pest Control Monitoring and Supervision	33	35
Sandra Northrup	Office Manager	Oversee Office Functions Contract Liaison	8	22

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name BrightView Landscape Services, Inc.

Date August 2023

QUANTITY	DESCRIPTION	CAPACITY	NO. LOCATED IN	
			FLORIDA	OTHER
525	Pickup Trucks	Grounds Maintenance	X	
24	Vans	Employees Transportation	X	
18	Arbor-care Trucks	Tree Work	X	
24	Dump Trucks	Landscape Enhancements Department	X	
575	Utility & Equipment Trailer	Equipment Transportation / Maintenance Functions	X	
22	1-ton 600-gal Pesticide Spray Truck	Horticultural Work	X	
35	100-gal Spray Rig	Horticultural Work	X	
10	200-gal Spray Utility Vehicle	Horticultural Work	X	
8	200-gal Trailer Mounted Spray Rigs	Horticultural Work	X	
825	Commercial Riding Lawn Mowers - 60" Deck	Grounds Maintenance	X	
540	Commercial Walk-behind Mowers	Grounds Maintenance	X	
380	Commercial Stand-on Mowers	Grounds Maintenance	X	
12	Kubota Tractors	Landscaping & Horticultural Work	X	
8	Ford Tractors	Landscaping Work	X	
6	Tractor Mounted Fertilizer Spreaders	Horticultural Work	X	
18	6' Bush-hog Mowers	Bush Hog Work	X	
16	Commercial Vermeer Chippers	Arbor Care	X	
16	Bobcat	Landscaping	X	
32	Vacuum Blowers	Grounds Maintenance	X	

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name BrightView Landscape Services, Inc.

Date August 2023

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontractor, whether in progress or awarded but not yet started, and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts that individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	Proposer's Uncompleted Amount as of this Date		Completion Date		
				As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
Fleet Landing	\$ <20%	\$ n/a	\$ n/a	\$ n/a	\$ n/a	1995	n/a	n/a
Heritage Landing CDD	\$ <20%	\$ n/a	\$ n/a	\$ n/a	\$ n/a	2004	n/a	n/a
World Commerce CDD	\$ <20%	\$ n/a	\$ n/a	\$ n/a	\$ n/a	2002	n/a	n/a
WaterColor	\$ <20%	\$ n/a	\$ n/a	\$ n/a	\$ n/a	2004	n/a	n/a
Del Webb Nocatee	\$ <20%	\$ n/a	\$ n/a	\$ n/a	\$ n/a	2022	n/a	n/a
Julington Creek Plantation	\$ <20%	\$ n/a	\$ n/a	\$ n/a	\$ n/a	2014	n/a	n/a
Vicars Landing	\$ <20%	\$ n/a	\$ n/a	\$ n/a	\$ n/a	2003	n/a	n/a
Marsh Creek POA	\$ <20%	\$ n/a	\$ <n/a	\$ n/a	\$ n/a	2011	n/a	n/a
Palm Coast Plantation	\$ <20%	\$ n/a	\$ n/a	\$ n/a	\$ n/a	2010	n/a	n/a
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$	\$			

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name BrightView Landscape Services, Inc.

Date August 2023

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/ Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³
Olympus	>500k	Prime	Landscape Maintenance/ Enhancement	2022	Olympus Management	Brandy Morris (817) 795-4900
Fleet Landing	>1M	Prime	Landscape Maintenance/ Enhancement	2023	Fleet Landing	Jay Jennigan (904) 504-8373
Mid America	>250k	Prime	Landscape Maintenance/ Enhancement	2023	Mid America	Will Pescara 214.534.1611
Vicars Landing	>250k	Prime	Landscape Maintenance	2022	Vicars Landing	Enver Kapidzic (904) 285-6000
Jurlington Creek Plantation	>300k	Prime	Enhancement Plantings	2023	JCP POA	Jeff Branch (904) 347-0602

Providing Services Described in RFP



Focus on
Communication

BrightView Connect: Your Portal to Service



- ⇒ BrightView Connect links Meadow View at Twin Creeks CDD in real time to your BrightView landscape team, especially, Steve McAvoy.
- ⇒ Provides email notifications to residents when service requests are created, updated and resolved.
- ⇒ We can quickly address your immediate needs using an open line of communication that is documented and retrievable on your phone, tablet or computer from your confidential personal dashboard.
- ⇒ Less phone calls and follow ups allowing you to focus on other things.

Resident Home Page

Announcements, if available, are found in the left column in the drop-down.

Announcements represent items that we want residents to be aware of, but are not considered urgent or high-priority.

Notifications, if available, are found at the top of the home page. These items represent high-priority issues and are designed to let residents know we are aware of the issue.

Any active tickets entered by the resident will be displayed under the Active Tickets tab at the bottom of the page. The ticket detail provides high-level information and the ability dive into more detail.

Under the Maintenance Schedule tab, the resident is presented with detail regarding planned services, by area or section of the community

Service	Area A	Area B	Area C	Area D
Mowing	Monday	Tuesday	Wednesday	Thursday
Pruning	Tuesday	Wednesday	Thursday	Monday
Electric Maintenance	Wednesday	Thursday	Monday	Tuesday

Seamless Transitions

Create Successful Partnerships



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

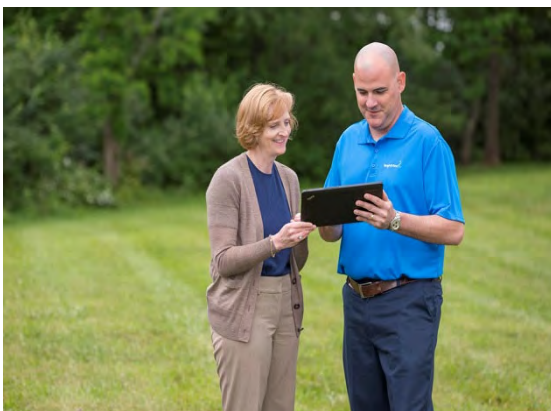
At our initial kick-off meeting, we will confirm communication protocols, review the contract and scope of work along with a timeline on completion of key site initiatives, review our safety protocols, introduce our QSA process,

1 WEEK BEFORE SERVICE START



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

1 MONTH AFTER SERVICE START



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

Pro-Active Communication

From Your BrightView Manager

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


Quality Site Assessment (QSA) Report

As part of our reporting plan you will receive quality site assessments (QSA's) on a monthly basis. These inspections review turf quality, seasonal flowers, tree & shrub care, site quality and irrigation management. The assessments provide recommendations for property enhancements, note any maintenance items that need addressed and allow for additional reporting on property areas that may be outside of our scope work.

In the next few pages we have included an example of a QSA we submitted to a client. As you will see the detail is very clear. Each of the QSA's are electronically generated and submitted to the manager after each walk. These all will be archived and available to compare and track the progress through the contract. the feed bck we receive is this is the single best tool BrightView shares with the Clients Boards to assist the Community with communication and tracked data for developing a long term landscape plan for the Community

Weekly Reports Provided

In addition to QSAs, we utilize a simple, yet effective reporting tool to communicate on weekly services. The report below will be used by our Account Manager during weekly site visits to recap the priorities back to you. It can be emailed or copies left at a specified location on property.

BrightView 		Field Report	
		Crew Leader:	_____
		Client Fax:	_____
Client Name:	_____	Date:	_____
Property Name:	_____	Manager:	_____
THE FOLLOWING SERVICES WERE PERFORMED:			
Operation	Complete	Ongoing	
POLICE SITE	<input type="checkbox"/>	<input type="checkbox"/>	
MOW	<input type="checkbox"/>	<input type="checkbox"/>	
BLOWING	<input type="checkbox"/>	<input type="checkbox"/>	
WEED BEDS	<input type="checkbox"/>	<input type="checkbox"/>	
EDGE BEDS	<input type="checkbox"/>	<input type="checkbox"/>	
EDGE HARD LINES	<input type="checkbox"/>	<input type="checkbox"/>	
SPOT PRUNE SHRUBS	<input type="checkbox"/>	<input type="checkbox"/>	
MAJOR PRUNE SHRUBS	<input type="checkbox"/>	<input type="checkbox"/>	
PRUNE GROUND COVERS	<input type="checkbox"/>	<input type="checkbox"/>	
PRUNE TREES	<input type="checkbox"/>	<input type="checkbox"/>	
FLOWER CARE	<input type="checkbox"/>	<input type="checkbox"/>	
SPRAY INSECTICIDE	<input type="checkbox"/>	<input type="checkbox"/>	
SPRAY HERBICIDE	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:	_____		

Client Signature:	_____	Date:	_____

Customer Satisfaction Surveys

We seek ongoing feedback from our clients using objective sources such as third-party targeted telephone surveys or other outreach discussions in order to verify we are exceeding expectations.

BrightView Team will Help You with Budget Planning

Budgeting now means less worry later.

When it comes to a cost effective landscape plan there are four key things you can control to budget for your property.

1. Have a Vision for Your Landscape.

Identify your basic maintenance requirements as well as what you might want to consider for repairs, upgrades and possible enhancements. BrightView has in-house, agronomic-focused Design Team who can quickly provide Florida Friendly plant designs which insures longer lasting plant material with a strong emphasis on your water management. These designs have proven to immediately save you money on irrigation and long-term plant replacement.

2. Focus on Key Areas to Improve Value While Reducing Costs.

Your property can benefit from cost-effective recommendations such as reducing water use, recycling green waste and converting certain turf areas to shrubs and sustainable ground cover.

3. Save with Smart Irrigation Technology.

Our water management experts can perform a water analysis to identify areas of avoidable water waste on your property and make recommendations for upgrades to smarter technology. In many cases, the water savings pay for upgrade in the first 6 months and after that, your bottom line just keeps looking better.

4. Estimate the Possibilities

Your Goals and Needs can be mapped out on a worksheet so you'll have customized budget estimates with plans for 1, 2 and 3 year goals as well as longer horizons.

Your BrightView Team and you can plan your goals and future needs together with our Customer Budget Worksheet.

Customer Budget Worksheet													BrightView <small>Landscape Services</small>	
Date: _____												Client Name: _____		
Branch Name & No.: _____												Job Name: _____		
Account Manager: _____												Job Number: _____		
ITEM	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	
Exterior Monthly Contract														
Tree Pruning & Maintenance														
Interior Monthly Maint. Contract.														
Seasonal Color Rotation														
Irrigation Systems Repairs														
Landscape Improvements														
Mulch														
Other														
Other														
Other														
Monthly Contract Totals														
Projected "Extra" Expenses														
Grand Total														
Comments:														

Emergency Storm Response

We will help you be ready for whatever hurricane season throws your way! With help from our local teams we can provide recommendations on structural pruning to developing a post storm clean up action plan tailored to your property. Thanks to our large footprint within Florida we're able to bring in outside help if necessary to get you cleaned up quickly in the event of large storms.

Safety before and after a storm is our primary focus. Immediately following a storm our teams will ensure:

- Vehicle access is cleared, allowing emergency personnel access.
- Debris that may pose immediate risk is cleared.
- Plant material that may have a chance of surviving is replanted.
- Hazardous damaged limbs that remain in trees are trimmed or removed.
- Tree limbs, root balls, or large wood debris remaining on the ground is chipped and removed.
- Final restoration of any remaining damages or losses resulting from the storm is performed



Additional Information

Forms, Affidavits, Certifications

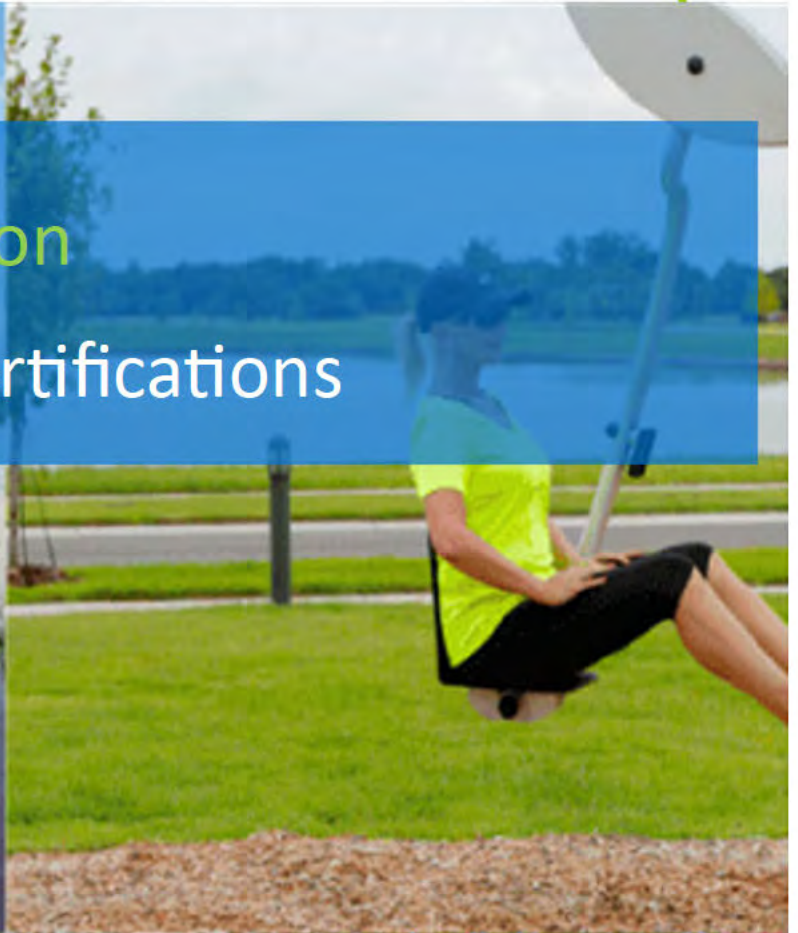
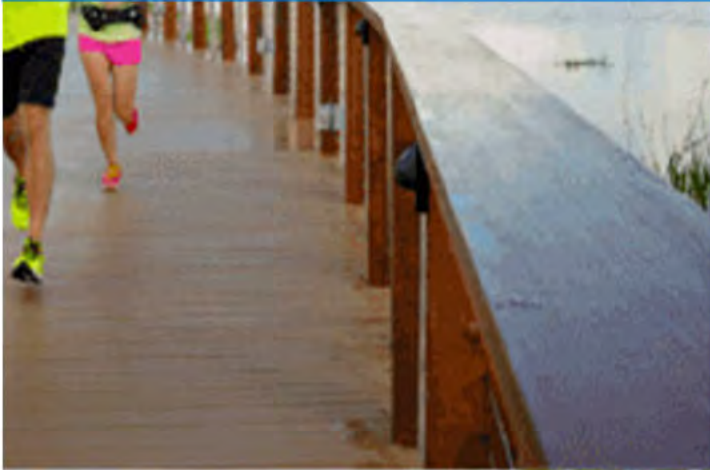


Exhibit C

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
PRICE PROPOSAL FORMS**

TO BE SUBMITTED TO:

Cross Creek North Community Development District
Attn: Leslie Gallagher
c/o Rizzetta & Company, Inc.
2806 North Fifth Street, Suite 403
St. Augustine, Florida 32084

on or before 12:00 p.m. (EST), August 31, 2023

TO: Cross Creek North Community Development District

FROM: BrightView Landscape Services, Inc.
(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance Services for Cross Creek North Community Development District, the undersigned proposes to provide all maintenance services and operations as described in the detailed specifications and maintenance map.

All Proposals shall be in accordance with the project manual.

[continued on following page]

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Proposer Name: BrightView Landscape Services, Inc.

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum:	Monthly	Annual Total
Year 1	<u>\$16,243.00</u>	<u>\$194,916.00</u>
Year 2	<u>\$16,243.00</u>	<u>\$194,916.00</u>
Year 3	<u>\$17,050.00</u>	<u>\$204,600.00</u>
	Sum of Annual Totals	<u>\$594,432.00</u>

****Future Scope Areas \$2,500.00 Monthly \$30,000.00 annually**

The fee amount shall be based on the following schedule of values and other reasonable costs.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District's representative.

Fee(s) for additional service(s) shall be an amount agreed upon by the District's representative and the Contractor in a written, executed Work Authorization.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
PROPOSAL SUMMARY**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ 156,864.00 Yr.

Storm Cleanup \$ 80.00 /hr.

Tree Staking/Strapping Removal \$ 45.00 /per tree (based on plan details)

Freeze Protection (description of ability) If District provides the freeze cloth material, BrightView
will provide labor to cover plant material that has been previously identified on walks with District Representative

\$55.00 per mh
\$ _____ /application

Hand Watering

\$ 45.00 /hr. for employee with hand-held hose

\$ 75.00 /hr. for water truck/tanker

PART 2

General Landscape Maintenance \$ 26,676.00 Yr.
 Includes all labor and materials (turf pesticide/herbicide/fungicide mixtures)

St. Augustine (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	24-0-11 w Barricade	4/1000	140	
April-May	25-0-14	4/1000	140	
May-June	Meridian (chinch)	.39/1000oz	.5 gallon	
May	26-0-10	4/1000	140	
Sept-Oct	25-0-11	4/1000	140	
Zoysia (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Bahia (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	24-0-10 +Pre-M	1/1000	140	
June	13-0-0	.5/1000	157	
August	Ferrous Sulfate	.5oz/gal /1000	5 gallons	
October	24-0-10 +Pre-M	1/1000	140	
Bermuda (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Ornamentals (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April-May	8-10-10	2/1000	140	
Nov-Dec	8-10-10	2/1000	140	

Palms (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April-May	8-2-12	Determined by size		
Nov-Dec	8-2-12			

Please list any additional fertilization for those plant materials requiring specialized applications.

Specialty Plant Materials				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (ie. Crape, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost Per Application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ 3,672.00 Yr.
 (if entire pesticide allowance is required)*

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS. (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials) \$ \$15,344.00 Yr.
 (based on quantities below)

\$ 15,344.00 /Yr. (OTC injections per specs - do not include in Grand Total)

PALM TYPE	PALM QUANTITY	# OF INOCULATIONS PER QUARTER PER PALM (BASED ON SIZE, ie. 2 INOCULATIONS PER LARGE CANARY PALM PER ¼, ETC.)	COST PER INDIVIDUAL INOCULATION	TOTAL COST PER YEAR (4X PER YEAR)
Sabal	78	4	\$112.00	\$8,736.00
Washingtonian	51	4	\$112.00	\$5,712.00
Specialty	8	4	\$112.00	\$ 896.00

The CDD reserves the right to subcontract out any and all OTC Injection events.

PART 4

Irrigation (All labor and materials)

\$ 7,704.00 Yr.

Freeze Protection (description of ability) If District provides the freeze cloth material, BrightView will open and drain all main valves, open and leave open all backflow test cocks at a 45degree angle, and wrap and tape above ground pipes at the pump, backflow valves, and manifolds with provided freeze cloth.

\$45.00/mh/application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate \$ 85.00 /hr. (ie. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

283 CY Pine Nuggets per specs for the first top-dressing at \$ 16,414.00 /CY (app. April)

And

283 CY Pine Nuggets per specs for the second top-dressing at \$ 16,414.00 /CY (app. October)

Installation of Pine Nuggets (All labor and materials) \$ 32,828.00 /Yr.
(if both topdressings are performed - do not include in Grand Total)

Additionally, based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

 Bales Pine Straw Mulch per specs for the first top-dressing at \$ /bale (app. April)

And

 Bales Pine Straw Mulch per specs for the second top-dressing at \$ /bale (app. October)

Installation of Pine Straw Mulch (All labor and materials) \$ N/A /Yr.
(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install 300(4" pots) annuals up to four (4) times per year per specs at the direction of the District at \$ 2.00 /annual

\$ 600.00 /rotation

\$2,400.00 /Yr. (if all rotations are performed - do not include in Grand Total)

State of

Florida



Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF3339675

RODNEY HICKS

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.*



In Testimony Whereof, Witness this

Signature at Tallahassee, Florida on June 13, 2023

[Signature]
Chief, Bureau of Licensing and Enforcement

WILTON SIMPSON
Commissioner of Agriculture

FDACS 13618, 06/01

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

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

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11530 Davis Creek Court

6 City, state, and ZIP code
Jacksonville FL 32256

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

9	5	-	4	1	9	4	2	2	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here: Signature of U.S. person ▶  Date ▶ **6/28/2022**

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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/03/2023

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

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

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT (AC) No. Ext: (866) 283-7122 FAX (AC) No.: (800) 363-0105	
	INSURER(S) AFFORDING COVERAGE	
INSURED BrightView Landscape Services, Inc. Location #34610 11530 Davis Creek Court Jacksonville FL 32256 USA	INSURER A:	ACE American Insurance Company 22667
	INSURER B:	American Guarantee & Liability Ins Co 26247
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570100574652 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
							CLAMS-MADE	OCUR
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			XSLG47318397 SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMPROP AGG	\$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H1071333A	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			AUC 508596818	10/01/2022	10/01/2023	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WLRC50687302 WC - ADS SCFC50687405 WC - WI	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A		N	N/A		10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000

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

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier : 8C

Certificate No : 570100574652





TRAINED AND CERTIFIED in THE



FLORIDA GREEN INDUSTRIES

Certificate

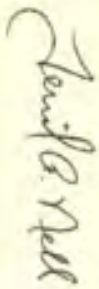


Awarded to



CHRIS CHARBONNEAU

Certifying The Completion of 6 Training Hours on
the Topic of Green Industries Best Management
Practices on July 6th 2007



Terri A. Nell, Chair,
Environmental Horticulture

UNIVERSITY OF
FLORIDA
IFAS EXTENSION

Laurie E. Trenholm,
Urban Turfgrass Specialist

for the PROTECTION OF WATER RESOURCES in FLORIDA



BEST MANAGEMENT PRACTICES



Jacksonville
Where Florida Begins

License Certificate
HICKS RODNEY Y

This is to certify that _____
is the qualifying agent for **BRIGHTVIEW LANDSCAPE SERVICES, INC.**

and had met all the requirements of law and this Board and is certified as a **IRRIGATION CONTRACTOR**
contractor expires **SEPTEMBER 30, 2023**

No: **1 - 310** **Clifford D. Snell**
Date issued: **1/12/2022** **CHAIRMAN**

St. Johns County

Authorized Contractor

License No: **BL-5603**
HICKS, RODNEY
BRIGHTVIEW LANDSCAPE SERVICES INC
DOB: **4/24/1980**
Issued: **4/7/2020**
Expires: **9/30/2021**

** License valid through expiration date, unless sooner disqualified*

This Certifies that
Rodney Hicks

Has Completed a Florida DOT approved Maintenance of Traffic Intermediate course on 3/23/2012

Date Expires: 3/23/2016 Certificate #: 2461
Instructor: Roger Sanders FDOT Provider # 110

Safety Links Inc
P.O. Box 933 Gotha FL 34734
www.safetylinks.net
info@safetylinks.net

Safety Links Inc

Let's your essential for a safety professional

St. Johns County

Authorized Contractor

License No: **BL-5603**
HICKS, RODNEY
BRIGHTVIEW LANDSCAPE SERVICES INC
DOB: **4/24/1980**
Issued: **2/28/2022**
Expires: **9/30/2023**

** License valid through expiration date, unless sooner disqualified*

Select Certified
IRRIGATION ASSOCIATION
Environmental professionals. Efficient solutions.

Rodney Y. Hicks
CIC, CIT, CLIA

Certification ID#: **99597**
Expiration Date: **12/31/2019**
CEU Cycle: **1/1/2018 to 12/31/2019**

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

BRIGHTVIEW LANDSCAPE SERVICES INC
11530 DAVIS CREEK COURT
PEST CONTROL COMPANY FIRM

JB267592

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE EXPIRING January 31, 2023

Nicole Fried Signature
COMMISSIONER



Submitted by:

Chris Charbonneau

904.887.8553

chris.charbonneau@brightview.com



www.brightview.com

**PROJECT MANUAL
FOR
LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES**

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

August 17, 2023

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**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

**Notice of Public Meeting to Open Proposals
Clay County, Florida**

Notice is hereby given that **Cross Creek North Community Development District** (“**District**”) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services. The project manual (“**Project Manual**”) will be available for downloading beginning on Thursday, August 17, 2023 at 3:00 PM (EST). Please contact District Manager Lesley Gallagher at Lgallagher@rizzetta.com for access instructions.

In order to submit a bid, each bidder must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses, including those with Clay County, in good standing; and (3) have at least three (3) years’ experience with similar landscape maintenance projects.

Firms desiring to submit proposals must submit five (5) hard copies of the required proposal and one (1) Adobe PDF file on a flash drive via Hand Delivery, FED EX or UPS only no later than 12:00 pm on Thursday, August 31, 2023, to the District Manager, c/o Rizzetta & Company, Inc., 2806 North Fifth Street, Suite 403, St. Augustine, Florida 32084 (“**District Manager’s Office**”). Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as “Cross Creek North Community Development District - Landscape and Irrigation Maintenance Services Proposal.”

All proposals will be publicly opened at 12:15 p.m. on Thursday, August 31, 2023, at the District Manager’s Office. No official action will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting should contact the District Manager’s Office at (904) 436-6270 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Manager’s Office.

Any and all questions relative to this request for proposals shall be only directed in writing to Lesley Gallagher at Lgallagher@rizzetta.com, with e-mail copies to Katie Buchanan at Katie.Buchanan@KutakRock.com. Questions must be submitted on or before 5:00 p.m., Thursday, August 24, 2023.

Cross Creek North Community Development District
Lesley Gallagher, District Manager

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

Instructions for Proposers

Date/ Time (EST)	Event
August 17, 2023 at 3:00 p.m.	Project Manual Available for Inspection
August 21 st and 22 nd , 2023 at 9 a.m. *	Site Available for Inspection
August 24, 2023 by 5:00 p.m.	Deadline for Questions/RFI
August 31, 2023 at 12:00 p.m.	Proposals Due/ Opened

*David Anderson, Field Operations Manager will be at Amenity Center at 9am 8/21 and 8/22

SECTION 1. DUE DATE. Sealed proposals must be received no later than **12:00 p.m. (EST) Thursday, August 31, 2023**, to District Manager Lesley Gallagher, c/o Rizzetta & Company, Inc., via Hand Delivery, FED EX or UPS at 2806 North Fifth Street, Suite 403, St. Augustine, Florida 32084. Proposals will be publicly opened at 12:15 p.m. (EST) on that date.

SECTION 2. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form attached hereto. If an individual makes the proposal, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 4. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 5. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 6. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Lesley Gallagher at Lgallagher@rizzetta.com, with e-mail copies to Katie Buchanan at Katie.Buchanan@KutakRock.com. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 7. SUBMISSION OF PROPOSAL. Proposer shall submit five (5) hard copies of the required proposal and one (1) Adobe PDF file on a flash drive via Hand Delivery, FED EX or UPS only no later than **12:00 pm on Thursday, August 31, 2023**, to the District Manager, c/o Rizzetta & Company, Inc., 2806 North Fifth Street, Suite 403, St. Augustine, Florida 32084 ("District Manager's Office"). Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as "Cross Creek North Community Development District - Landscape and Irrigation Maintenance Services Proposal."

SECTION 8. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 9. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all addenda (the numbers of which must be filled in on the Acknowledgement of Receipt of Documents and Proposal Signature Form). In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping and irrigation plans and technical specifications. The Proposer, in accordance with the Project Manual, shall provide the quantities and unit costs for landscaping materials.

SECTION 10. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, request clarifications and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District. Please note that price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest price proposal.

SECTION 11. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or within such approved extended time as the District may grant, the Proposer shall enter into and execute the Contract in substantially the form included in the Project

Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape and irrigation maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 12. TERM OF CONTRACT. The Contract shall be from ~~October 1, 2023 to September 30, 2024~~, with an option for two (2) additional twelve (12) month renewal terms at the District's sole discretion. The price for the initial term and renewal shall be as specified in the Proposer's Price Proposal Form.

SECTION 13. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff, agents and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 14. INDEMNIFICATION. The successful Proposer shall indemnify, defend and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 15. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 16. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the Detailed Specifications provided herein.
- B. Completed price proposal (form attached).
- C. List position or title and corporate responsibilities of key management or supervisory personnel. For each person listed include a resume, list years of experience in current position, and list years of related experience.

- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A copy of its insurance certificate indicating the types of coverage and limits for general and automobile liability insurance, and worker's compensation insurance, including employer liability.
- G. Completed copies of all other forms included within the Project Manual.

SECTION 17. PROTESTS. Any protest regarding the Project Manual, including specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents at the offices of the Cross Creek North Community Development District, c/o Rizzetta & Company, Inc., 3434 Colwell Ave., Suite 200, Tampa, Florida 33614, Attention: Lesley Gallagher. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 18. EVALUATION OF PROPOSALS. The proposals shall be ranked based on District's evaluation of the responsive and responsible Proposer that is most advantageous to the District. The criteria to be used in the evaluation are presented in the evaluation criteria sheet, contained within this Project Manual.

SECTION 19. RESPONSIBLE VENDOR DETERMINATION. Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the Proposer is a responsible vendor.

SECTION 20. RESTRICTION ON CONTACT. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

Evaluation Criteria

1. Personnel (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience (20 Points)

(E.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of respondent, etc.)

3. Understanding of Scope of Work (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Financial Capability (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price (20 Points)

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape and irrigation maintenance services has been submitted on this 31 day of August, 2023, by Greenpoint Landscaping [company] whose business address is 6126 US HWY 1 N St. Augustine, FL 32095, telephone number is 904 429 9781, fax number is _____, and electronic mail address is billing.greenpoint@gmail.com.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that Cross Creek North Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No.	<u>AMENITY #2</u>	dated	<u>8-31-23</u>
Addendum No.	<u>2D-1</u>	dated	<u>8-31-23</u>
Addendum No.	<u>2D-2</u>	dated	<u>8-31-23</u>
Addendum No.	<u>2E-1</u>	dated	<u>8-31-23</u>
Addendum No.	<u>2E-2</u>	dated	<u>8-31-23</u>

[signatures on following page]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

Greenpoint Landscaping
Name of Organization

By: [Signature]

This 31 day of August, 2023

By: Mike Peters
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: _____

State of Florida _____)

County of St. Johns _____)

The foregoing instrument was acknowledged before me X by means of physical presence or _____ online notarization this 31 day of August, 2023, by Michael Peters, of the _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



SYDNEY CARLSON
Notary Public
State of Florida
Comm# HH361178
Expires 2/12/2027

[Signature]
(Signature of Notary Public)

Sydney Carlson
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services
(2023)**

Greenpoint Landscaping
Contractor

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CONTRACTOR'S QUALIFICATION STATEMENT

CORPORATE OFFICERS

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STATUS OF CONTRACTS ON HAND

ALL PROJECTS PROPOSER COMPLETED IN LAST TWO YEARS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

6. Is the Proposer incorporated in the State of Florida? yes (X) no ()

6.1 If yes, provide the following:

o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes (X) no ()

If no, please explain _____

o Date incorporated JULY 29, 2021 FEI/EIN No. 86-3805934

6.2 If no, provide the following:

o The State with whom the Proposer company is incorporated? _____

o Is the company in good standing with the State? yes () no ()

In no, please explain _____

o Date incorporated _____ FEI/EIN No. _____

o Is the Proposer company authorized to do business in the State of Florida? yes () no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida? yes (X) no ()

7.1 If yes, provide the following:

o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) Irrigation

o License No. REGS-000050-2023 Expiration Date September 2024

o Qualifying individual Brandon Sweeting Title Operations Manager

o List company(s) currently qualified under this license _____
Greenpoint Landscaping

7.2 Is the Proposer company a registered or licensed Contractor with Clay County? yes (X) no ()

7.3 Has the Proposer company performed work for a community development district previously? yes (X) no ()

7.4 Does the Proposer have current plans to change its corporate structure or anticipate a change in ownership in the next three (3) months? yes () no (X)

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2022) \$11,059,934.24
 (2021) * previous owner, (2020) * previous owner / not in database
 new owner as of 9/2021, from 9/2021-12/31/2021 = \$2,887,838.04

9. What are the Proposer's current insurance limits?

General Liability \$ 2,000,000.00
 Automobile Liability \$ 1,000,000.00
 Workers Compensation \$ 1,000,000.00
 Expiration Date 9/1/2024

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no (X)

If yes, please describe each violation, fine, and resolution _____

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____
 No X If so, state the name(s) of the company(ies) _____

the state(s) where barred or suspended _____
 state the period(s) of debarment or suspension _____

12. What is the landscape maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Mike Peters	ops manager		15 years	3	manager
Carlos Gonzalez	field manager		10 years	6	foreman

13. Has the Proposer ever failed to complete any work awarded to it or for which it was under contract to perform? Yes _____ No X If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape maintenance contract? Yes _____ No X If so, state name of individual, other organization and reason therefore. _____

15. List the case caption, case number, and court for any and all litigation to which the Proposer has been a party in the last five (5) years. If none, please indicate by writing "none." none

16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? NO If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

17. Please state whether or not the Proposer has completed background checks on all of its employees who will or may be providing services at the Cross Creek North Community Development District? Yes No If no, please state the date by which the Proposer will assure to the District the completion of such background check.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Cross Creek North Community Development District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Cross Creek North Community Development District should qualify the Proposer for proposing on its landscape and irrigation maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation

Greenpoint Landscaping
Name of Proposer

By: _____

Mike Peters
[Type Name and Title of Person Signing]

This 31 day of August, 2023.

(Corporate Seal)

STATE OF Florida)
COUNTY OF st. Johns)

Sworn to and subscribed before me this 31 day of August, 2023, by Mike Peters
of the _____.



SYDNEY CARLSON
Notary Public
State of Florida
Comm# HH361178
Expires 2/12/2027

Sydney Carlson
(Official Notary Signature & Seal)
Name: Sydney Carlson
Personally Known
OR Produced Identification _____
Type of Identification _____

CORPORATE OFFICERS

Company Name Greenpoint Landscaping

Date 8-31-23

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
James B. Simmons	President	managing member	st. Augustine, FL.
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name Greenpoint Landscaping

Date 8-31-23

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Mike Peters	operations manager	management of commercial maintenance &	3	15
Brandon Sweeting	operations manager	management of landscape & irrigation	6	25
Wayne Sutton	COO	customer relations	9	30

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name Greenpoint Landscaping

Date 8-31-23

QUANTITY	DESCRIPTION	CAPACITY	NO. LOCATED IN	
			FLORIDA	OTHER
15	commercial lawn mowers	mowing of commercial Properties	X	
3	commercial trenchers	commercial & residential installs	X	
8	maintenance trucks		X	
5	irrigation trucks		X	
4	landscape trucks		X	
3	semi trucks		X	
2	catapillars		X	
1	Kubota		X	

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name Green Point

Date 6-31-23

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³
Wilford amenity	268,564	PRIME	install landscape	2021-2022	Dream Finders	Lovi's Cowling 904-907-6388
Entrada	84,000	PRIME	landscape Maint	2020-present	entrada CDD	Lesley 904-669-4840
cordova Palms	218,000	PRIME	install landscape	2022-2023	Dream Finders	Lovi's Cowling 904-907-6388

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

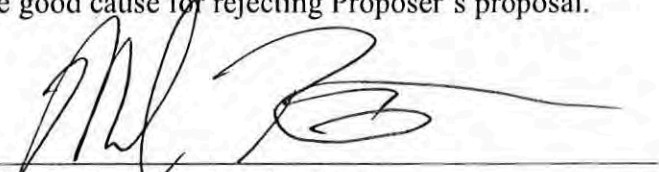
³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

AFFIDAVIT FOR INDIVIDUAL

State of Florida ss:

County of st. Johns

Mike Peters, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.



(Proposer must also sign here)

Sworn to and subscribed before me this 31 day of August, 2023, by _____



SYDNEY CARLSON
Notary Public
State of Florida
Comm# HH361178
Expires 2/12/2027

Sydney Carlson
(Official Notary Signature & Seal)

Name: Sydney Carlson
Personally Known X
OR Produced Identification _____
Type of Identification _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Cross Creek North Community Development District.
2. This sworn statement is submitted by Greenpoint Landscaping
[Print Name of Entity Submitting Sworn Statement]
whose business address is 6126 US HWY 1 N. St. Augustine, FL 32095
and (if applicable) its Federal Employer Identification Number (FEIN) is 86-3805934
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Mike Peters and my relationship to the entity named above is operations manager.
4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any State or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market

value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

[continued on following page]

_____ The person or affiliate has not been placed on the convicted vendor list.

(Please describe any action taken by or pending with the Florida Department of Management Services.)

[Handwritten Signature]

(Name of individual signing)

Date: 8-31-23

STATE OF Florida)
COUNTY OF St. Johns)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

_____ who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 31 day of AUGUST 2023.



SYDNEY CARLSON
Notary Public
State of Florida
Comm# HH361178
Expires 2/12/2027

[Handwritten Signature: Sydney Carlson]
(Official Notary Signature & Seal)

Name: sydney carlson

Personally Known x

OR Produced Identification _____

Type of Identification _____

FORM OF AGREEMENT

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
BY AND BETWEEN CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
AND Greenpoint Landscaping**

THIS AGREEMENT ("Agreement") is made and entered into this 31 day of August, 2023, with an effective date of August 31, 2023, by and between:

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Clay County, Florida, whose address is c/o Rizzetta & Company, Inc., 2806 North Fifth Street, Suite 403, St. Augustine, Florida 32084 ("District"), and

Greenpoint Landscaping, whose address is 6126 US-1 N. St. Augustine, FL. ("Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Clay County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping, irrigation, and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as **Exhibit A** and incorporated herein by reference ("Services"), and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such Services to the District.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. The Contractor agrees to provide professional landscape and irrigation maintenance services within presently accepted industry and professional standards. Upon all Parties executing this Agreement, Contractor shall provide the District with the specific services as set forth in this Agreement and the attached Exhibits.

B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.

C. The Contractor shall provide the specific professional services in this Agreement and the attached Exhibits.

3. **SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES.** The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit A**, in the designated areas as shown in the maintenance map attached hereto as **Exhibit B**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. To the extent that any provisions of the Exhibits conflict with the provisions of this Agreement, this Agreement shall control.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** Contractor agrees to perform the Services in accordance with this Agreement, the attached Exhibits, and any change order, addendum, addenda or work authorization executed by the Parties, if any, authorized in writing by the District and accepted by both Parties. All work shall be performed in a neat and professional manner, acceptable to the District and shall be in accordance with industry standards. The performance of all Services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any change order, addendum, addenda, or work authorization, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's Services.

(1) The District hereby designates the District Manager, or his or her designee, to act as its representative.

(2) Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. If time is lost due to heavy rains, ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days, if possible, or within a reasonable time. Contractor

shall provide Services on Saturdays if needed to make up Rain Days, but Contractor shall not provide Services on Sundays.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

A. The term of this Agreement shall be from the date first written above through September 30, 2024 (the "Term"), unless otherwise terminated earlier in accordance with Section 13 of this Agreement. At the end of the Term, this Agreement may be renewed upon District's discretion and upon written approval. As compensation for Services during the Term, the District agrees to pay Contractor One hundred eighty-nine thousand Dollars and _____ Cents (\$189,120.00) per year, in twelve (12) equal monthly payments of _____ Dollars and _____ Cents (\$15,760.15) upon completion of Services satisfactory in the District's sole discretion contemplated under this Agreement.

B. If the District should desire additional work or services, or to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, change order(s), or work authorization(s) to this Agreement. Contractor shall be compensated for such agreed upon additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services such as mulching, mowing, irrigation, sodding, remedial landscape, and the planting of annuals, may be provided by Contractor. However, no additional services shall be provided unless previously authorized by the District in writing. Fees for such additional services shall be as provided for in a separate proposal or, if not identified, as negotiated between the District and Contractor, reduced in writing, prior to the start of such additional services.

C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with the Florida Prompt Payment Act. Each monthly

invoice shall include such supporting information as required by Florida law and in accordance with the District's Rules of Procedure.

6. INSURANCE.

A. Contractor or any subcontractor performing the Services described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1) Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages,

penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

9. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

13. TERMINATION. The District agrees that Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

15. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without the requisite written approval of the other party shall be null and void.

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Should there be any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement shall control.

20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Cross Creek North
Community Development District
2806 North Fifth Street, Suite 403
St. Augustine, Florida 32084
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation

other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

24. CONTROLLING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this Agreement shall only be brought in a court of competent jurisdiction in the county of Clay, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

25. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and Contractor.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Lesley Gallagher ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, LGALLAGHER@RIZZETTA.COM, AND 2806 NORTH FIFTH STREET, SUITE 403, ST. AUGUSTINE, FLORIDA 32084.

27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

30. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

31. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.


ATTEST:

**CROSS CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

By: 
Print Name: Nancy Alfiero

By: 
Its: OPS manager

Exhibit A: Scope of Services
Exhibit B: Maintenance Area Map

Exhibit A

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall always be kept sharp to provide a high-quality cut and to minimize disease. The District requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn if no readily visible clumps remain on the grass after mowing. Large clumps of clippings must either be collected and removed by the Contractor or be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counterclockwise direction in order to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during every mow event. Contractor is to include in his proposal all necessary equipment, protective clothing, and gear necessary for crews to perform this work. No “extras” will be billed to the District. The Contractor shall restore any noticeable damage caused by the Contractor’s mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING - All ponds identified as such on the overall the District Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water's edge, control structures, mitered end sections and any other storm water structures shall occur every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4^{1/2}) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at every mowing event and soft-edged areas (tree rings, shrubs and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the District. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings

(including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This includes always maintaining a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree and according to DOT specifications.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of the District. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will not bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of all landscape lights at all times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor

shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre-& post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NONSELECTIVE).

The Contractor shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will Contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. Contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be

blown off immediately after mowing and edging have taken place. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

7) **REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the District. Dead or unsightly plant material shall be removed upon notification of the District. Contractor shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Clay County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF CLAY COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension).

All Bahia Areas:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)

November A complete fertilizer based on soil tests

All Bermuda Sod:

Apr A complete fertilizer based on soil tests + PreM
June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
Jul FE ferrous sulfate (2oz/3-5 gal water/1000 sq. ft.)
Sept A complete fertilizer based on soil tests

ALL Zoysia Sod:

April A complete fertilizer based on soil tests + PreM
June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
Sept A complete fertilizer based on soil tests

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly green, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER. Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

Shrub, Tree & Groundcover Fertilization:

For purposes of bidding, all shrubs, groundcovers, and trees shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.

Palm Fertilization:

All Palms shall receive 1 1/2 pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg must be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.

Contractor shall provide the District with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the Contractor to so notify the District may result in the Contractor forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf: Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants: The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to

identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control: Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas at the Community Center grounds. UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System: Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date.

These inspections shall include:

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. Routine irrigation maintenance is to be completed

monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Clay County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection: The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals: After prior approval by the Board of Supervisors, Contractor shall replace approximately 200 annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular deadheading, necessary soil adjustments, soil additives, fungicides, and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each change out throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The District reserves the right to subcontract out any and all annual installation events.

Exhibit C

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
PRICE PROPOSAL FORMS**

TO BE SUBMITTED TO:

Cross Creek North Community Development District
Attn: Leslie Gallagher
c/o Rizzetta & Company, Inc.
2806 North Fifth Street, Suite 403
St. Augustine, Florida 32084

on or before 12:00 p.m. (EST), August 31, 2023

TO: Cross Creek North Community Development District

FROM: Greenpoint Landscaping
(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance Services for Cross Creek North Community Development District, the undersigned proposes to provide all maintenance services and operations as described in the detailed specifications and maintenance map.

All Proposals shall be in accordance with the project manual.

[continued on following page]

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Proposer Name: Greenpoint

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum:	Monthly	Annual Total
Year 1	<u>\$ 15,760¹⁵</u>	<u>\$ 189,120</u>
Year 2	<u>\$ 15,760¹⁵</u>	<u>\$ 189,120</u>
Year 3	<u>15,760¹⁵</u>	<u>\$ 189,120</u>
	Sum of Annual Totals	<u>\$ 567,360</u>

The fee amount shall be based on the following schedule of values and other reasonable costs.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District's representative.

Fee(s) for additional service(s) shall be an amount agreed upon by the District's representative and the Contractor in a written, executed Work Authorization.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
PROPOSAL SUMMARY**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 178,820 Yr.

Storm Cleanup \$ 65 /hr.

Tree Staking/Strapping Removal \$ 15 /per tree (based on plan details)

Freeze Protection (description of ability) _____

\$ _____ /application

Hand Watering

\$ 55 /hr. for employee with hand-held hose

\$ 165 /hr. for water truck/tanker

PART 2

General Landscape Maintenance \$ _____ Yr.
Includes all labor and materials (turf pesticide/herbicide/fungicide mixtures)

St. Augustine (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April	Pesticide/BiFEN 1/T	BiFEN 21.7 ^{Per} oz Per Acre	NO MORE THAN 21.7	
MAY	24-0-11	1 lb Per 1,000	20	
July	24-0-11		20	
Sept	24-0-11		20	

Zoysia (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Bahia (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Bermuda (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1 lb Per 1,000		
April	9-10-10			
June	8-10-10			
Oct	8-10-10			

Ornamentals (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	14-14-14	2 lb Per 1,000		
JUNE				
OCT				

Palms (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	2lb Per 1,000		
JUNE				
SEPT				
NOV				

if needed

Please list any additional fertilization for those plant materials requiring specialized applications.

Specialty Plant Materials				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (ie. Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost Per Application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

\$ 1,800 Yr.
(if entire pesticide allowance is required)*

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS. (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____ Yr.
(based on quantities below)

\$ _____ /Yr. (OTC injections per specs - **do not include in Grand Total**)

PALM TYPE	PALM QUANTITY	# OF INOCULATIONS PER QUARTER PER PALM (BASED ON SIZE, ie. 2 INOCULATIONS PER LARGE CANARY PALM PER ¼, ETC.)	COST PER INDIVIDUAL INOCULATION	TOTAL COST PER YEAR (4X PER YEAR)
Mex Fan cabbage		Per Tree if Needed		

only if needed

The CDD reserves the right to subcontract out any and all OTC Injection events.

PART 4

Irrigation (All labor and materials)

\$ 8,500 Yr.

Freeze Protection (description of ability) Turn off system and bleed lines

\$ _____/application (do not include in Irrigation Total or Grand Total)
After hours emergency service hourly rate \$ 125 /hr. (ie. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

150 CY Pine Nuggets per specs for the first top-dressing at \$ 60 /CY (app. April)

And

150 CY Pine Nuggets per specs for the second top-dressing at \$ 60 /CY (app. October)

**Installation of Pine Nuggets (All labor and materials) \$ 18,000 /Yr.
(if both topdressings are performed - do not include in Grand Total)**

Additionally, based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

0 Bales Pine Straw Mulch per specs for the first top-dressing at \$ 0 /bale (app. April)

And

0 Bales Pine Straw Mulch per specs for the second top-dressing at \$ 0 /bale (app. October)

Installation of Pine Straw Mulch (All labor and materials) \$ 0 /Yr.

(if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install 300(4" pots) annuals up to four (4) times per year per specs at the direction of the District at \$ 2.15 /annual

\$ 645.00 /rotation

\$ 2,580 /Yr. (if all rotations are performed - do not include in Grand Total)



GREENPOINT
OFFERING GREENER SOLUTIONS TO LANDSCAPING

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

Addendum to an Existing Contract

This document is in reference to a contract agreement dated 10 / 01 / 23 , between the following parties that are named below in this document.

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

Stated Contract Between Cross Creek and GreenPoint Landscaping

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

The addendum is to add the new amenity center 42 x visits a year to the maintenance schedule. This will include turf program and re mulching of all beds annually per the initial contact. This will be an extra \$24,400 more a year and \$2,033 a month added onto the monthly bill

Signature _____

 Carlo Gonzalez _____ Date _____
Print Name

Signature _____

_____ Date _____
Print Name



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

Addendum to an Existing Contract

This document is in reference to a contract agreement dated 10 / 01 / 23 , between the following parties that are named below in this document.

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Stated Contract Between Cross Creek and GreenPoint Landscaping

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

The addendum is to add the new phases 2D-1, 2D-2, 2E-1, and 2E-2. 42 x visits a year to the maintenance schedule.. These sections will not be any extra charge and will be maintained as the areas are developed and we receive confirmation they are ready for service

Signature _____

 Carlo Gonzalez _____ Date _____
Print Name

Signature _____

_____ Date _____
Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2023

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

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


PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED GREENPOINT LANDSCAPING 6126 US HIGHWAY 1 N ST AUGUSTINE, FL 32095-8009		INSURERS AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 202 REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	6157856	09/02/2022	09/02/2023	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$100,000 MED EXP (Any one person): EXCLUDED PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS & COM/OP AGG: \$2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6157856	09/02/2022	09/02/2023	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6157857	09/02/2022	09/02/2023	EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$1,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	1816642	09/02/2022	09/02/2023	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L EACH ACCIDENT: \$1,000,000 E.L DISEASE EA EMPLOYEE: \$1,000,000 E.L DISEASE - POLICY LIMIT: \$1,000,000

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

CERTIFICATE HOLDER 403-637-2 202 0 DR HORTON CROSS CREEK NORTH CDD 4220 RACE TRACK RD ST JOHNS, FL 32259-2084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Excellence
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Proposal
prepared for

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Not yet submitted



Rizzetta & Company
Professionals in Community Management

Leslie Gallagher
Senior District Manager
Rizzetta & Company

Leslie Gallagher
Senior District Manager

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

Re: Landscape Maintenance Services Proposal for Cross Creek North Community Development District

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. We are excited by the possibility to provide you with landscape maintenance once again! Our full-service approach to maintaining the district's grounds, from irrigation monitoring to fertilization applications, are all coordinated to deliver a higher level of quality that the Cross Creek North Community Development District deserves.

As you review our proposal, you'll notice that quality, integrity and detailed planning have helped us build strong relationships and maintain nationally award winning properties for our clients. We promise to serve our clients effectively by providing:

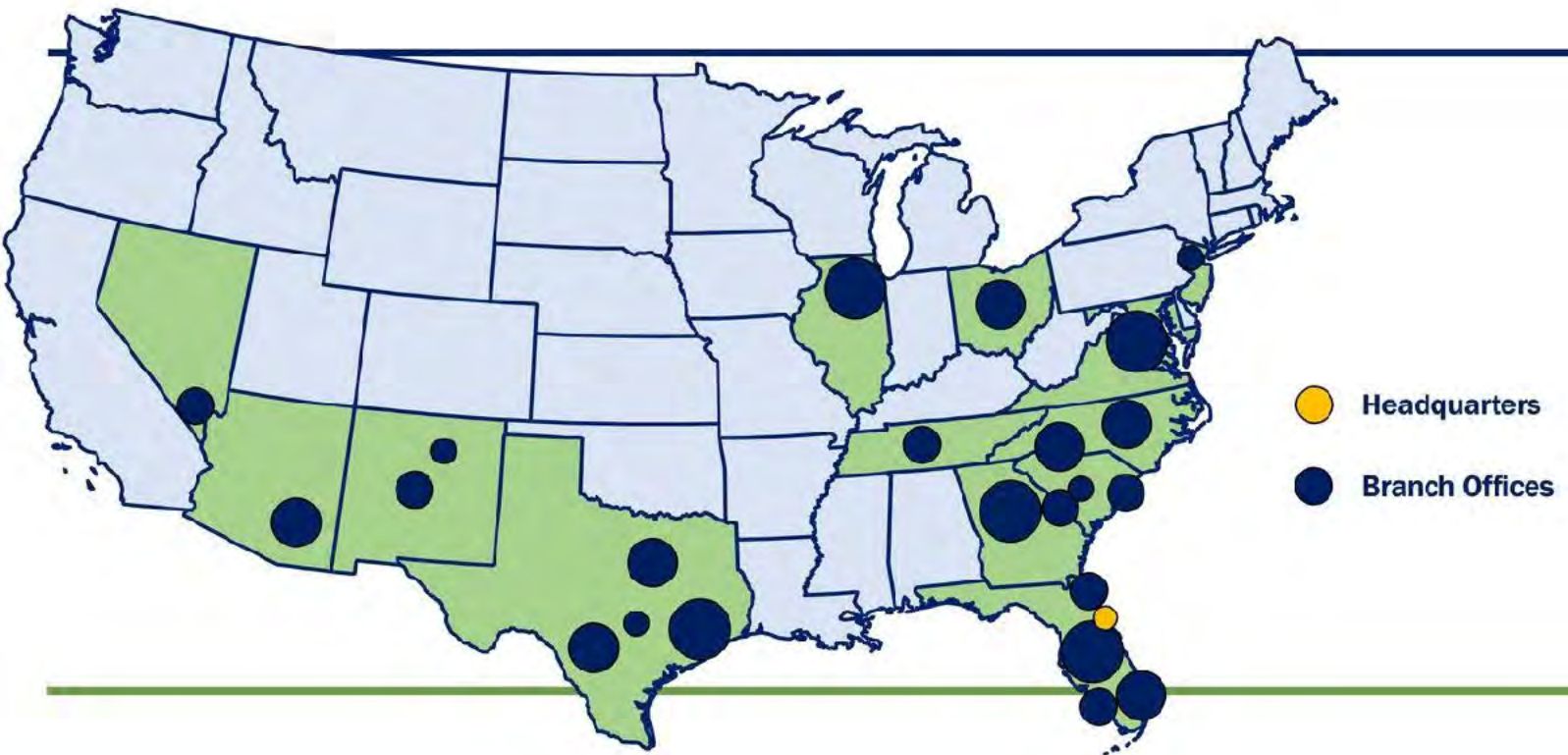
- **Crystal-Clear Communication:** You want to know what's going on, and our people, systems and policies put communication first.
- **Proactive Attitudes:** Procedures, checklists and training all focus on making sure you don't have to manage our work.
- **Quality Work:** Our experienced staff and integrated approach allow us to find unique solutions to meet your needs.

We certify that the proposal and fee schedule for Cross Creek North Community Development District will remain in effect for 90 days after the scheduled due date. Thank you for giving us the opportunity to further our mission to create premier properties and build lasting relationships with the Cross Creek North Community Development District.

Sincerely,
John Distler, *Business Development Manager*
Yellowstone Landscape

jdistler@yellowstonelandscape.com
386-237-8621

ABOUT YELLOWSTONE LANDSCAPE



Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.

To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.

Excellence

IN COMMERCIAL LANDSCAPING



**PROJECT MANUAL
FOR
LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES**

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

August 17, 2023

4891-6087-2567.1

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape and irrigation maintenance services has been submitted on this 31 day of August, 2023, by Yellowstone Landscape [company] whose business address is 3235 North State Street, Bunnell, FL 32110, telephone number is 386-237-8621, fax number is 386-437-5143, and electronic mail address is jdistler@yellowstonelandscape.com

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that Cross Creek North Community Development District (the "District") considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. N/A dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

[signatures on following page]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

Yellowstone Landscape
Name of Organization

This 31 day of August, 2023

By: Chris Adornetti

By: Chris Adornetti, VP of Accounting
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: Florida

State of Florida

County of Flagler

The foregoing instrument was acknowledged before me _____ by means of physical presence or _____ online notarization this 31st day of August, 2023, by Chris Adornetti, of the Yellowstone Landscape, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
(Signature of Notary Public)

Vanessa Fernandez
(Typed name of Notary Public)

Notary Public, State of Florida
Commission No.: HH 308088
My Commission Expires: 9/5/2024



**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**CONTRACTOR'S QUALIFICATION STATEMENT
Landscape and Irrigation Maintenance Services
(2023)**

Yellowstone Landscape

Contractor

TABLE OF CONTENTS

CONTRACTOR'S QUALIFICATION STATEMENT

CORPORATE OFFICERS

SUPERVISORY PERSONNEL

COMPANY OWNED MAJOR EQUIPMENT

STATUS OF CONTRACTS ON HAND

ALL PROJECTS PROPOSER COMPLETED IN LAST TWO YEARS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

6. Is the Proposer incorporated in the State of Florida? yes (x) no ()

6.1 If yes, provide the following:

o Is the Company in good standing with the Florida Department of State, Division of Corporations? yes (x) no ()

If no, please explain _____

o Date incorporated 04/11/2005 FEI/EIN No. 20-2993503

6.2 If no, provide the following:

o The State with whom the Proposer company is incorporated? _____

o Is the company in good standing with the State? yes () no ()

In no, please explain _____

o Date incorporated _____ FEI/EIN No. _____

o Is the Proposer company authorized to do business in the State of Florida? yes () no ()

7. Is the Proposer company a registered or licensed contractor with the State of Florida?
yes (x) no ()

7.1 If yes, provide the following:

o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) FDACS Certified Pest Control Operator

o License No. JB86253 Expiration Date July 31, 2024

o Qualifying individual James Irvine Title Fert/Chem Superintendent

o List company(s) currently qualified under this license _____
Yellowstone Landscape

7.2 Is the Proposer company a registered or licensed Contractor with Clay County? yes (x) no ()

7.3 Has the Proposer company performed work for a community development district previously? yes (x) no ()

7.4 Does the Proposer have current plans to change its corporate structure or anticipate a change in ownership in the next three (3) months? yes () no (x)

8. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2022) 510 Million, (2021) 420 Million, (2020) 279 Million.

9. What are the Proposer's current insurance limits?

General Liability \$ 2,000,000
 Automobile Liability \$ 2,000,000
 Workers Compensation \$ 1,000,000
 Expiration Date 04/01/2024

10. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no (xx)

If yes, please describe each violation, fine, and resolution _____

11. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes _____ No xx If so, state the name(s) of the company(ies) _____

the state(s) where barred or suspended _____
 state the period(s) of debarment or suspension _____

12. What is the landscape maintenance experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF LANDSCAPE MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Andrew Baltz	Sr AM	Install/Maintenance	20	10	Operations

13. Has the Proposer ever failed to complete any work awarded to it or for which it was under contract to perform? Yes _____ No xx If so, where and why? _____

14. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a landscape maintenance contract? Yes _____ No xx If so, state name of individual, other organization and reason therefore. _____

-
-
15. List the case caption, case number, and court for any and all litigation to which the Proposer has been a party in the last five (5) years. If none, please indicate by writing "none."

NONE

16. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? No If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

17. Please state whether or not the Proposer has completed background checks on all of its employees who will or may be providing services at the Cross Creek North Community Development District? Yes xxx No If no, please state the date by which the Proposer will assure to the District the completion of such background check.
-

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Cross Creek North Community Development District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Cross Creek North Community Development District should qualify the Proposer for proposing on its landscape and irrigation maintenance project, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation

Yellowstone Landscape
Name of Proposer

By: Chris Adornetti

Chris Adornetti, VP of Accounting
[Type Name and Title of Person Signing]

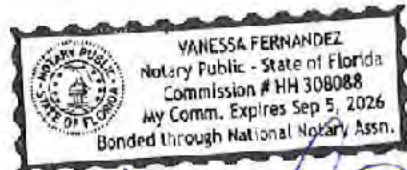
This 31 day of August, 2023.

(Corporate Seal)

STATE OF Florida)
COUNTY OF Flagler)

Sworn to and subscribed before me this 31st day of August 2023, by Chris Adornetti
of the Yellowstone Landscape

(Official Notary Signature & Seal)
Name: Vanessa Fernandez
Personally Known
OR Produced Identification _____
Type of Identification _____



Vanessa Fernandez

CORPORATE OFFICERS

Company Name Yellowstone Landscape

Date 08/31/2023

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Chris Adornetti	VP of Accounting	Management of Financial Team	St Augustine, FL
Brian Wesler	Regional Vice President	Management of South Region	St Johns, FL
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name Yellowstone Landscape

Date 08/31/2023

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Ty Rentz	Branch Manager	Responsible for management of team in Palm Coast and St Augustine	6	30
Andrew Baltz	Senior Account Manager	Responsible for managing team in St Augustine operations	4	20
Brandon Nelson	Account Manager	Responsible for managing team and fert/chem program	3	15
John Distler	Business Development Manager	Contract development and maintenance	6	6

COMPANY OWNED MAJOR EQUIPMENT
 (Attach additional sheets if necessary)

Company Name Yellowstone Landscape

Date 08/31/2023

QUANTITY	DESCRIPTION	CAPACITY	NO. LOCATED IN	
			FLORIDA	OTHER
	SEE ATTACHED DOCUMENTATION			

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name Yellowstone Landscape

Date 08/31/2023

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³
See attached reference sheet						

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.
² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.
³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

AFFIDAVIT FOR CORPORATION

State of Florida ss:

County of Flagler

Chris Adornetti

(title) Vice President of Accounting
of the Yellowstone Landscape

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejection of Proposer's proposal.

(CORPORATE SEAL)

Chris Adornetti
(Officer must also sign here)

Sworn to and subscribed before me this 31st day of August, 2023, by Chris Adornetti of the Yellowstone Landscape

(Official Notary Signature & Seal)
Name: Vanessa Fernandez
Personally Known
OR Produced Identification _____
Type of Identification _____



Vanessa Fernandez

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Cross Creek North Community Development District.
2. This sworn statement is submitted by Yellowstone Landscape
[Print Name of Entity Submitting Sworn Statement]
whose business address is 3235 N State Street, Bunnell, FL
and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2993503
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Chris Adornetti and my relationship to the entity named above is Vice President of Accounting.
4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any State or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market

value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

xxx Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

 There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

[continued on following page]

_____ The person or affiliate has not been placed on the convicted vendor list.

(Please describe any action taken by or pending with the Florida Department of Management Services.)

Chris Adornetti Chris Adornetti
(Name of individual signing)

Date: 08/29/2023

STATE OF Florida
COUNTY OF Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

Chris Adornetti who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 31st day of August 2023.

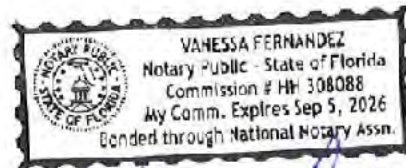
(Official Notary Signature & Seal)

Name: Vanessa Fernandez

Personally Known

OR Produced Identification _____

Type of Identification _____



Vanessa Fernandez

Exhibit A

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall always be kept sharp to provide a high-quality cut and to minimize disease. The District requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn if no readily visible clumps remain on the grass after mowing. Large clumps of clippings must either be collected and removed by the Contractor or be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counterclockwise direction in order to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during every mow event. Contractor is to include in his proposal all necessary equipment, protective clothing, and gear necessary for crews to perform this work. No “extras” will be billed to the District. The Contractor shall restore any noticeable damage caused by the Contractor’s mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING - All ponds identified as such on the overall the District Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water's edge, control structures, mitered end sections and any other storm water structures shall occur every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4^{1/2}) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at every mowing event and soft-edged areas (tree rings, shrubs and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the District. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings

(including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This includes always maintaining a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree and according to DOT specifications.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of the District. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will not bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of all landscape lights at all times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor

shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre-& post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NONSELECTIVE).

The Contractor shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will Contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. Contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be

blown off immediately after mowing and edging have taken place. NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.

7) **REPLACEMENT OF PLANT MATERIAL** Trees and shrubs in a state of decline should immediately be brought to the attention of the District. Dead or unsightly plant material shall be removed upon notification of the District. Contractor shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Clay County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF CLAY COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension).

All Bahia Areas:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)

November A complete fertilizer based on soil tests

All Bermuda Sod:

Apr A complete fertilizer based on soil tests + PreM
June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
Jul FE ferrous sulfate (2oz/3-5 gal water/1000 sq. ft.)
Sept A complete fertilizer based on soil tests

ALL Zoysia Sod:

April A complete fertilizer based on soil tests + PreM
June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
Sept A complete fertilizer based on soil tests

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly green, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER. Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

Shrub, Tree & Groundcover Fertilization:

For purposes of bidding, all shrubs, groundcovers, and trees shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.

Palm Fertilization:

All Palms shall receive 1 1/2 pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg must be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.

Contractor shall provide the District with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the Contractor to so notify the District may result in the Contractor forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf: Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants: The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to

identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control: Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas at the Community Center grounds. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System: Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date.

These inspections shall include:

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. Routine irrigation maintenance is to be completed

monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Clay County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection: The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals: After prior approval by the Board of Supervisors, Contractor shall replace approximately 300 annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular deadheading, necessary soil adjustments, soil additives, fungicides, and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each change out throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The District reserves the right to subcontract out any and all annual installation events.

Exhibit B

Landscape Maintenance Map

Please include pricing for each additional future phase noted in a separate addendum.

- Current Scope
- Future Scope
- 2D-2 tracking Nov. 2023, 2E-1 tracking Dec. 2023 and 2E-2 tracking January 2024

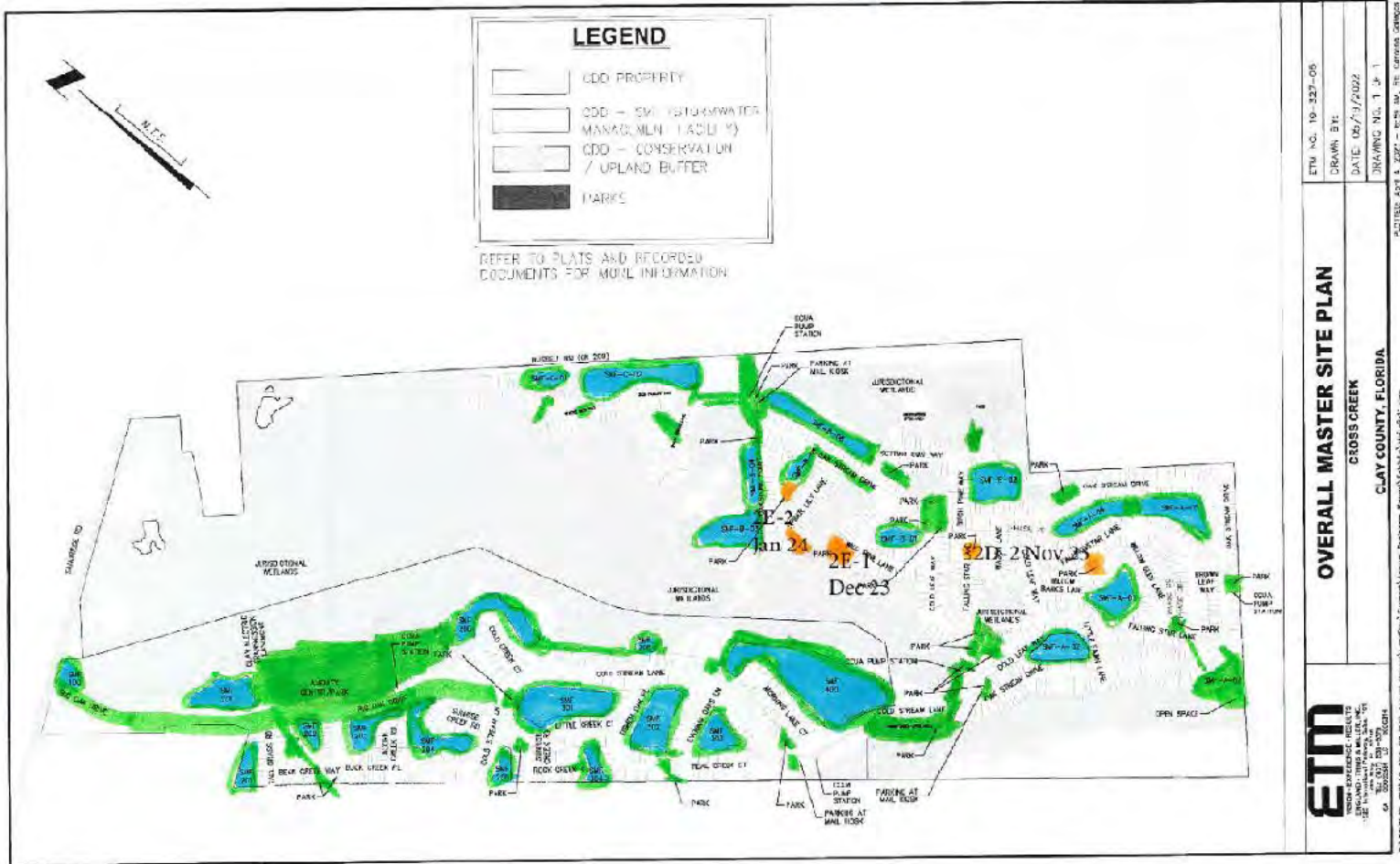


Exhibit C

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
PRICE PROPOSAL FORMS**

TO BE SUBMITTED TO:

Cross Creek North Community Development District
Attn: Leslie Gallagher
c/o Rizzetta & Company, Inc.
2806 North Fifth Street, Suite 403
St. Augustine, Florida 32084

on or before 12:00 p.m. (EST), August 31, 2023

TO: Cross Creek North Community Development District

FROM: Yellowstone Landscape
(Contractor)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance Services for Cross Creek North Community Development District, the undersigned proposes to provide all maintenance services and operations as described in the detailed specifications and maintenance map.

All Proposals shall be in accordance with the project manual.

[continued on following page]

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Proposer Name: Yellowstone Landscape

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum:	Monthly	Annual Total
Year 1	<u>\$16,750.00</u>	<u>\$201,000.00</u>
Year 2	<u>\$17,252.50</u>	<u>\$207,030.00</u>
Year 3	<u>\$17,770.08</u>	<u>\$213,240.90</u>
	Sum of Annual Totals	<u>\$621,270.90</u>

The fee amount shall be based on the following schedule of values and other reasonable costs.

Additional Services

Additional services that may be required will be based on a scope of work provided by the District's representative.

Fee(s) for additional service(s) shall be an amount agreed upon by the District's representative and the Contractor in a written, executed Work Authorization.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
PROPOSAL SUMMARY**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ \$183,642.00 **Yr.**

Storm Cleanup \$ 75.00 /hr.

Tree Staking/Strapping Removal \$ 27.50 /per tree (based on plan details)

Freeze Protection (description of ability) We do not anticipate any advanced freeze protection
will be required

\$ N/A /application

Hand Watering

\$ 55.00 /hr. for employee with hand-held hose

\$ 145.00 /hr. for water truck/tanker

Ornamentals (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Palms (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

Specialty Plant Materials				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (ie. Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost Per Application” column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

All items needed included
 \$ _____ Yr.
 (if entire pesticide allowance is required)*

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS. (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ Not recommended Yr.
 (based on quantities below)

\$ N/A /Yr. (OTC injections per specs - **do not include in Grand Total**)

PALM TYPE	PALM QUANTITY	# OF INOCULATIONS PER QUARTER PER PALM (BASED ON SIZE, ie. 2 INOCULATIONS PER LARGE CANARY PALM PER ¼, ETC.)	COST PER INDIVIDUAL INOCULATION	TOTAL COST PER YEAR (4X PER YEAR)

The CDD reserves the right to subcontract out any and all OTC Injection events.

PART 4

Irrigation (All labor and materials)

\$ \$2,376.00 Yr.

Freeze Protection (description of ability) Shut down controllers & pump stations as applicable.
Open valves as needed to assist with expansion

\$ 720.00 /application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate \$ 85.00 /hr. (ie. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

350 CY Pine Nuggets per specs for the first top-dressing at \$ 57.00 /CY (app. April)

And

350 CY Pine Nuggets per specs for the second top-dressing at \$ 57.00 /CY (app. October)

**Installation of Pine Nuggets (All labor and materials) \$ 39,900.00 /Yr.
(if both topdressings are performed - do not include in Grand Total)**

Additionally, based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

1250 Bales Pine Straw Mulch per specs for the first top-dressing at \$ 8.50 /bale (app. April)

And

1250 Bales Pine Straw Mulch per specs for the second top-dressing at \$ 8.50 /bale (app. October)

**Installation of Pine Straw Mulch (All labor and materials) \$ 21,250.00 /Yr.
(if both topdressings are performed - do not include in Grand Total)**

**Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor**

PART 6

**Annual Installation (All labor and materials)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor**

Contractor shall install 300(4" pots) annuals up to four (4) times per year per specs at the direction of the District at \$ 2.05/annual

\$ 615.00 /rotation

\$ 2,460.00 /Yr. (if all rotations are performed - do not include in Grand Total)

OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

FIRST 30 DAYS

- Meet with District Manager to review 30 – 60 – 90 Day Plan
- Discuss with District Manager our “Approach to Services” and “Service Map”
- Discuss and formalize a plan for annual flower installations for the year
- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds and entrance features)
- Spot treat weeds in turf areas to be reclaimed
- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Begin bed separation trimming in all planting beds
- Apply fertilizer to struggling shrubs throughout the property
- Begin insect and disease program on all plant material
- Discuss removing severely declining plant material
- Prepare proposals for replacing missing and dead shrub material throughout property
- Perform first turf fertilizer application
- Walk Property with District Manager to identify other areas of concern

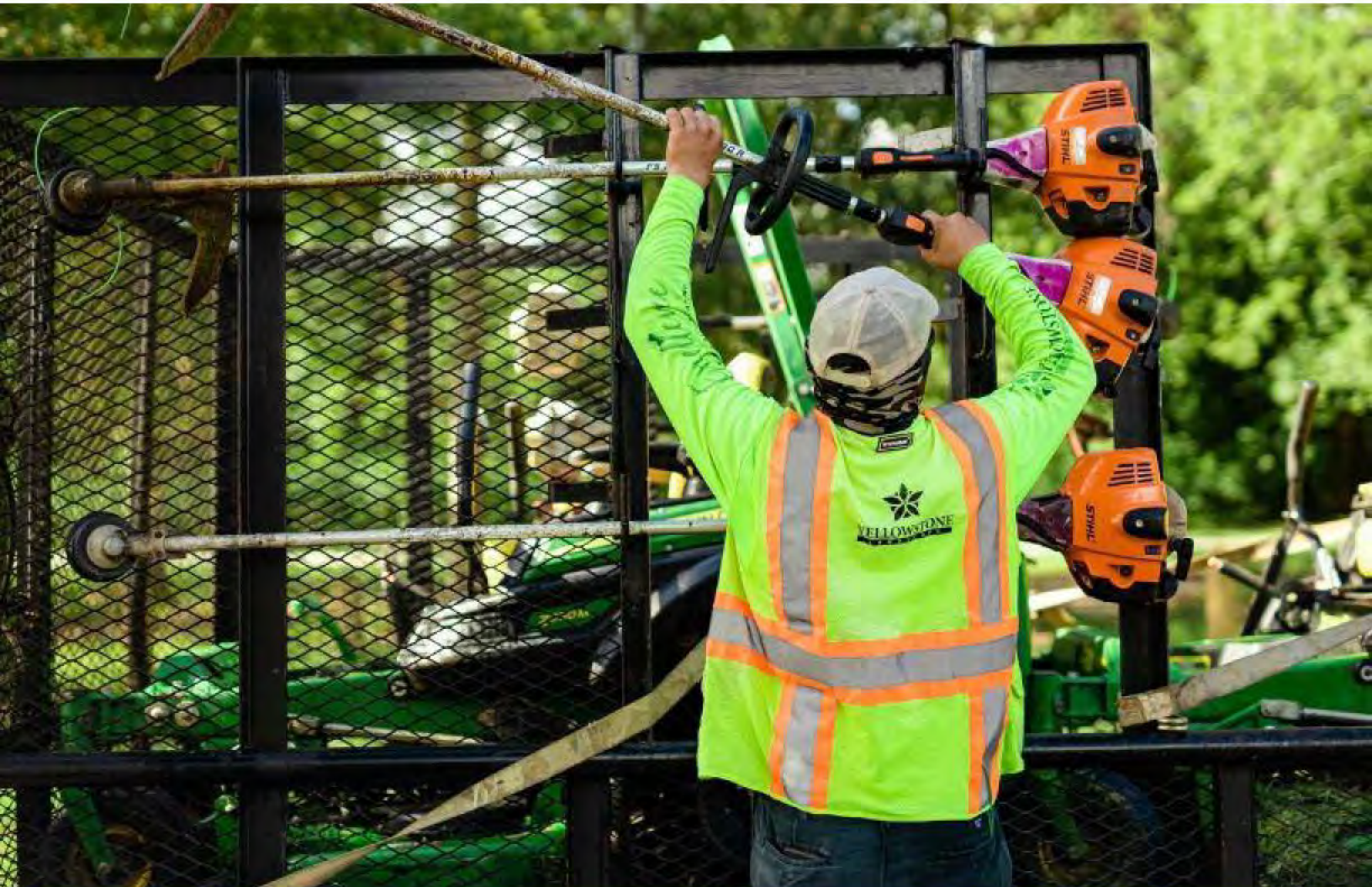
DAYS 30-60

- Walk property with District Manager to evaluate improvements
- Evaluate our "Approach to Services" and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance – mowing, blowing and edging
- Continue bed separation in all planting beds
- Retreat turf weeds
- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Discuss options to improve "curb appeal" in high profile areas



DAYS 60-90

- Walk property with District Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans
- Continue irrigation maintenance/inspections
- Continue turf weed applications as needed
- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Continue routine maintenance – mowing, blowing and edging





LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client’s approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS (ADDITIONAL SERVICE)

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

Cross Creek North Community Development District



Integrated Pest Management

Turf Grass Integrated Pest Management

- Healthy grass is the number one and most important factor for pest management in turf.
- This starts with proper fertilization, watering, and mowing.
- Yellowstone landscape will fertilize turf with only slow release nitrogen sources at a rate of no higher than one pound of nitrogen per 1,000 sq. ft. per application. Higher amounts of fertilizer will create optimum conditions for disease, weed development, and even a greater risk of leaching into waterbodies during the rainy season.
- No phosphorus will be used unless a soil test recommends it per UF recommendations
- Scouting turf for pest pressure will be done monthly
- Using preventive insect treatments at the right time based on environmental conditions and scouting. (Example applying Arena insecticide as a preventive in June to prevent a chinch bug outbreak that usually occurs in late July and August based on previous knowledge of the property.)
- Using pre-emergent herbicides to help control weeds before they emerge. (Example would be a planned pre-emergent fertilizer throw with Dimension in the month of February before soil temps warm up to provide pre-emergent control of crabgrass.
- Scouting for weed pressure in turf monthly to see if the threshold has been met for a post emergent weed treatment this will ensure for minimal weeds in the turf and help produce a strong vigorous lawn.

Integrated Pest Management Plan for Shrubs and Trees

- We will use only slow release fertilizers on shrubs and trees.



- Lesco 8-0-10 palm and tropical ornamental fertilizer is the general shrub and tree fertilizer that will be used its 50% time release and is high in Iron, Manganese, and Magnesium which are all important nutrients to grow plants in Flagler County.
- 8-0-10 will be applied at a rate of 10 lbs. of product per 1000 sq. ft. on shrubs and trees.
- Lesco 8-2-12 Palm and tropical ornamental fertilizer will be used on Sable and Washingtonian Palms in Managed Homeowner Properties during the months of March and October.
- Yellowstone landscape will scout shrubs and trees for insects monthly. Doing this will help prevent major insect infestation before it reaches the damage threshold. (Example would be scouting oleanders monthly starting in march for caterpillars and treating with insecticide once they have been spotted)
- We will never spray the same miticide consecutively as this will cause pest resistance which is a major problem with spider mites. (Example would be rotating between Conserve an Avid when treating mites)

Integrated Pest Management Plan for Specialty Palms

- With palms in Florida the main threats are palm weevils, disease, and nutrient deficiencies.
- We will perform two root drenches with insecticide, fungicide, and micronutrients.
- At the time of each drench we will also apply 8-2-12 Lesco palm and tropical fertilizer this product is specifically formulated for use on palms and is recommended by the University of Florida.
- These steps will help ensure the health of the palms. Even though most types of palm disease are not treatable this program will help ensure the health of the palms and help prevent the diseases that are preventable.

Integrated Pest Management for Control of Weeds in Ornamental Beds and Mulched Areas

- Weeds will be sprayed monthly in Ornamental beds and mulched areas with prosecutor which is a 41% Glyphosate product.
- Sure Guard pre-emergent will be used twice a year in mulched areas. This will help to stop certain grassy and broadleaf weeds from germinating.



- In areas where a non-selective herbicide cannot be used. Hand weeding or over the top herbicides will be used.
- Over the top herbicides that will be used is Lontrel, Image, certainty, and fusillade.
- Lontrel is a broadleaf herbicide that can be used over the top of certain ornamentals. These include Juniper and azalea
- Image controls broadleaf weeds and sedge it can be sprayed over the top of Asiatic jasmine, Lirope, Juniper, and Indian Hawthorne
- Certainty is used to control certain broadleaf weeds and sedge it can be sprayed over the top of Azalea, Asiatic Jasmine, and Oleander.
- Fusilade controls grassy weeds and can be sprayed over a wide variety of ornamentals such as Asiatic Jasmine, Lirope, Juniper, Indian Hawthorne, and Oleander.
- Lesco Pre m (Pendimethalin) will be used over the top of Juniper and jasmine beds twice a year this will help certain grassy and broadleaf weeds from germinating

Yellowstone Landscape will use this integrated pest management plan and always keep the best interest of the community and its residents in mind. We will always use the products by the label and use them at label rates in accordance with federal laws.

TURF FERTILIZATION

JAN / FEB

15-0-15 40% PolyPlus Micros with Stonewall 0.37%
THIS INCLUDES our first pre-emergent application

MARCH / APRIL

20-0-0 @ 1 lb of 60% slow release N per 1000
0-0-25 @ 3 oz per 1000

MAY / JUNE

T/O micronutrients @ 6 oz per 1000
0-0-25 @ 3 oz per 1000
1 lb of slow release N per 1000

JULY / AUG

12-0-0 at 1lb of N per 1000
T/O micronutrients @ 3 oz per 1000
0-0-25 @ 3 oz per 1000

SEPT / OCT

T/O micronutrients at 6 oz per 1000
0-0-25 @ 3 oz per 1000

NOV / DEC

0-0-25 Potassium

INSECTICIDE APPLICATION

JAN / FEB

AS NEEDED FOR WINTER MONTHS

MAR / APRIL

TRIPLE CROWN FOR EARLY PROTECTION

MAY/JUNE

ARENA WG

JULY / AUG

PERMETHRIN

SEPT / OCT

PERMETHRIN

NOV / DEC

AS NEEDED

HERBICIDE AND FUNGICIDE

FUNGICIDES THROUGHOUT THE YEAR AS NEEDED

JAN/FEB

SPOT TREATMENT AS
NEEDED

MARCH / APRIL

BLANKET OF A POST HERBICIDE

MAY / JUNE

BLANKET OF BOTH A PRE AND POST EMERGENT

JULY / AUG

BOTH BLANKET AND SPOT TREATMENT

SEPT / OCT

BLANKET OF BOTH A PRE AND POST EMERGENT

NOV / DEC

AS NEEDED WEED CONTROL

TREE/SHRUB/PALM FERTILIZATION

- WE FERTILIZE SHRUBS WITH A GRANULAR COMPLETE WITH MICRONUTRIENTS TWICE A YEAR. THIS IS A LESCO PRODUCT 8-0-10 AND OR 8-2-12
- PALMS ARE TREATED FROM 1 TO 4 TIMES A YEAR DEPENDING ON SPECIES AND NEEDS.
- SPECIALTY AND TROPICAL PALMS MAY ALSO REQUIRE MICRONUTRIENTS IN LARGER QUANTITIES DEPENDING ON SITUATIONS, FRIZZLETOP (MANGANESE SULPHATE DEFICIENCY) AND MANY OTHER DEFICIENCIES WHICH WE INSPECT AND TREAT AS NEEDED
- SHRUBS ARE ALSO TREATED AS NEEDED FOR INSECT ACTIVITY WITH A COBINATION OF BOTH CONTACT AND SYSTEMIC INSECTICIDES
- WE ALSO USE BOTH LIQUID AND OTHER SPECIALTY PRODUCTS AS FLORIDA SOIL CONDITIONS DICTATE PLANT HEALTH

Products and dates are based on current expected needs of the community. Dates and product may change due to weather or needs of the plant material and turf. Insects and weeds will be spot treated as needed in addition to listed products.

YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:



Ty Rentz

Branch Manager

Ty has been in the Landscape industry for 38 years as an entrepreneur, corporate employee and brings an enthusiasm and passion unparalleled in today's culture. Ty still believes as his Grandfather taught, there is no substitute for hard work, your word and a handshake. He is also instrumental in driving our Safety Culture as he sits on our Corporate safety team and he helps create, initiate and implement beneficial new corporate operational systems. He is the Branch manager for our Palm Coast and St. Augustine locations and he and his wife Staci have made Palm Coast their home, are enjoying the area and excited about serving this community.



John Distler

Business Development Manager

John began working in the landscape industry in 2017 when he connected with Yellowstone Landscape as an industry leader. His background has been focused on providing clients with quality care and customer service for other industry leaders such as the Walt Disney Company, IBM, AT&T and Servpro. The attention to detail he learned in the US Navy, combines with the service skills learned at these companies, to bring a focus of customer satisfaction to our Yellowstone Landscape customers.



Scott Painter

Business Development Manager

After spending 15 years in the local government roles of St. Johns County, Scott converted his relationship-building, communication, and management skills to the landscaping industry. Scott has been fortunate enough to learn more about the landscaping industry from some of the most knowledgeable Landscape Professionals in our industry. Now having moved to the Business Development he plans to take his knowledge and expertise to Property Managers, Owners, and Commercial Real Estate Professionals to help create some long-lasting beautiful landscapes as well as lasting relationships.

YOUR SERVICE TEAM

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Your Local Yellowstone Landscape Professionals are led by:



Drew Baltz

Senior Account Manager

Having this single point of contact will help save you time and frustration when you have questions regarding your landscape. Drew has been working in the landscape industry for more than 20 years and has built his career working on a wide selection of properties. He has been able to bring his personal touch of excellence to properties ranging from resort properties and homeowner associations to commercial/industrial campuses. He feels that the team culture and collaborative environment that Yellowstone Landscape provides is the greatest asset to have in performing and completing day to day projects. He holds the belief that the Safety culture is of the utmost importance in everything we do, from our office staff to our Service Workers in the field, Safety is always his top priority.



Brandon Nelson

Account Manager

Brandon found a passion for the agriculture industry at a very young age and found a home with the Yellowstone family in 2007 as a Chemical Spray Technician. He worked hard to gain additional industry knowledge and earned his L&O Certified Operator license in 2011, when he was promoted to Fertilizer/Chemical Manager. He continued to use his skills as an industry expert for the customers in our Palm Coast branch until 2021, when he had the opportunity to take the next step as an Account Manager in our St Augustine location. Now he can use his vast knowledge in fertilization and pest control, to make our customers in the Northeast Florida region, proud to have a relationship with Yellowstone Landscape. When not making our properties look their best, he enjoys a round of golf or two, fishing and spending time with his wife and two children.



James Irvine

Chemical & Fertilization Superintendent

James is a Certified Operator in Lawn & Ornamental as well as General Pest Control. He has a turf grass degree from the University of Georgia and really enjoy this working in the landscape industry. He started working to improve landscapes in 1989 as a tree and shrub specialist and loves helping to produce beautiful lawns and landscapes. As a leader in the industry, he is proud to be a part of the Yellowstone Landscape team.

Brian Wester

PROFESSIONAL EXPERIENCE SUMMARY

As the **Regional Vice President** of Yellowstone Landscape, Brian Wester is responsible for overseeing all of the region's daily operations. Having played a key role in establishing the Central Florida district of the company, he previously managed the district from 2004 until 2010, when he assumed his present role leading the Southern region.

EDUCATION

1999 - 2002 AS, Golf Course Operations	Lake City Community College	Lake City, FL
2007 - 2015 BS, Business/Finance	University of Phoenix	Phoenix, AZ
2018 - 2020 MBA	University of Florida	Gainesville, FL

RELEVANT PROFESSIONAL EXPERIENCE

Jan 2011-present **Yellowstone Landscape** **Palm Coast, FL**
Regional Vice President

- Responsible for all landscape operations within the Yellowstone Landscape, Southern region, including Florida, Georgia, and South Carolina.
- Oversees all branch operations and employees.
- Builds operational strategies that improve company-wide quality.
- Manages operations training and leads continuous improvement efforts.

June 2003-Dec 2010 **Austin Outdoor, LLC** **Orlando, FL**
District Manager

- Responsible for landscape construction and maintenance operations.
- Works with all plans, blueprints and specifications for each project.
- Hires and coordinates construction crews.
- Balances the workload and stating materials for each project.
- Maintains up-to-date roster of all personnel and job activities.
- Identifies equipment and resources needed for each project.
- Assures that preventive maintenance is performed on all equipment.
- Conducts regular inspections of in-progress projects.
- Identifies training needed for personnel.

Richard T. Rentz

(Ty)

46 Fariston Place

Palm Coast, FL 32137

Work Cell: 904-518-0929

trentz@yellowstonelandscape.com

Profile:

- Over 35 years experience as a professional supervisor/manager.
- Ability to direct staff from concept to full operations effectively.
- Goal-oriented individual with strong leadership capabilities.
- Organized, highly motivated, and detail-directed problem solver.
- Proven ability to work in a team environment and motivate others.
- Proven Sales and customer relations skills.
- Delivered quality service to high-end commercial office properties in Metro Atlanta, Jacksonville-FL and residential clients in South Carolina.
- Success-driven and passionately capable (I never give up!).

Education:

Wheeler High School, Graduate

1-Year College

Various computer and managerial training courses

Relevant Experience & Accomplishments

Background (Management/Supervision)

- Assisted branch manager in payroll and overall branch profitability and reporting.
- Achieved top marks from OLM inspections. (Average score: 95)
- Excelled in managing crews to provide high quality service.
- Insured timely handling of all A/R collectibles.
- Focused on customer service, building lasting relationships to ensure future loyalty and profitability.
- Experienced in use of Excel, Word and other trade beneficial Microsoft software.
- Have managed all facets of a business from Production, Customer service, Accounts receivable/payable, Branch management to Sales.
- Developed different policies and operational programs to maintain and secure equipment that is vital to our profitability.
- Aided branch manager in safety procedures, purchased all safety products, led safety meetings and assisted in developing procedures to insure personal protective gear is worn in the field.
- Directed training and retention of supervisors and staff of up to 120 employees.
- Worked with numerous sub-contractors in scheduling other forms of work on my sites in a timely manner.
- Worked with other team members and clients to provide opportunities to upgrade or renovate properties. Generated ideas and presented these ideas to the customer and then closed the deal.
- Fulfilling Branch Management role leading a team of over 40 employees.

Employment:

Yellowstone Landscape

1/19-present

Palm Coast, FL

Branch Manager

- Currently responsible for over 40 employees
- Managing financials of the branch.
- Driving quality, performance, productivity and growth.
- Involved in many coordinated efforts to support our corporate teams.
- Managing 7 managers in a concerted effort to be the best in the industry

Austin Outdoor/Yellowstone Landscape (Re-Branded)

Jacksonville, FL

Senior Account Manager

2/14-1/19

- Manage up to \$1,500,000 a year in contractual commercial maintenance
- Manage up to 23 employees including enhancement crew, 3 irrigation techs and maintenance employees.
- Generated sales of landscape enhancements within past three years in excess of \$2,500,000 and have finished quarterly in the top three producers among over 50 Account managers.
- Setup, managed and performed landscape enhancements, including ordering materials, scheduling, crew oversight, and implementation of designs, plans and coordinating sub-contractors.
- Managed the 40 Acre Blue Cross Blue Shield complex, improving site Operations and customer relationship while managing over 30 other sites.
- Worked with Branch Manager to develop more efficient operation procedures to increase profits.
- Implemented safety protocol and initiatives to reduce accidents and injuries to our employees, assets and customers.
- Currently managing The Johnson and Johnson Vision Care site in Jacksonville, a former Brickman site along with 32 other sites

Martinez Enterprises Inc. (a.k.a. Boundary Boys Fence)

Jacksonville, FL

Fence Sales and Installation

11/12-2/14

- Co-managed a fence contracting company
- Quickly adapted to the fence industry and learned the “tricks of the trade and became a valuable part of the organization.
- Job opportunities were scarce and took a job out of my skill set to take care of my family.

Nature's Scape LLC

Warrenville, SC

Operations Manager

08/05-11/12

- Managed and Operated a Full service landscape company
- Managed all facets of a business with annual revenue of up to \$450,000.

Valley Crest Landscape Company (Omni Landscape Group)

Smyrna and Doraville, GA

Account Manager

- Managed over a \$1,000,000 a year in contractual business.
- Managed three crews and their daily activity.
- Worked directly with clients and met their needs. 02/03-8/05
- Left company after transition of Valley Crest's purchase of Omni L.G (Omni's parent company filed bankruptcy)

Primescape

Woodstock, GA

Manager/Supervisor

- Managed a business that had annual revenue from \$250,000 to \$500,000
- Managed all facets of the business; accounts receivable, accounts payable, hiring, training, payroll, daily work and scheduling and sales etc.
- Managed as many as fifteen employees at peak season, including 2 supervisors.
- Performed landscape maintenance, also light construction and installation.

1992-2002

Trimscapec

Marietta, GA

Manager/Supervisor

- Co-managed a business that had annual revenue of 400,000 a year.
- Managed mostly field activity but also performed sales duties.
- Managed as many as nine employees at any given time.
- Worked in the field daily, trained and motivated crew workers.

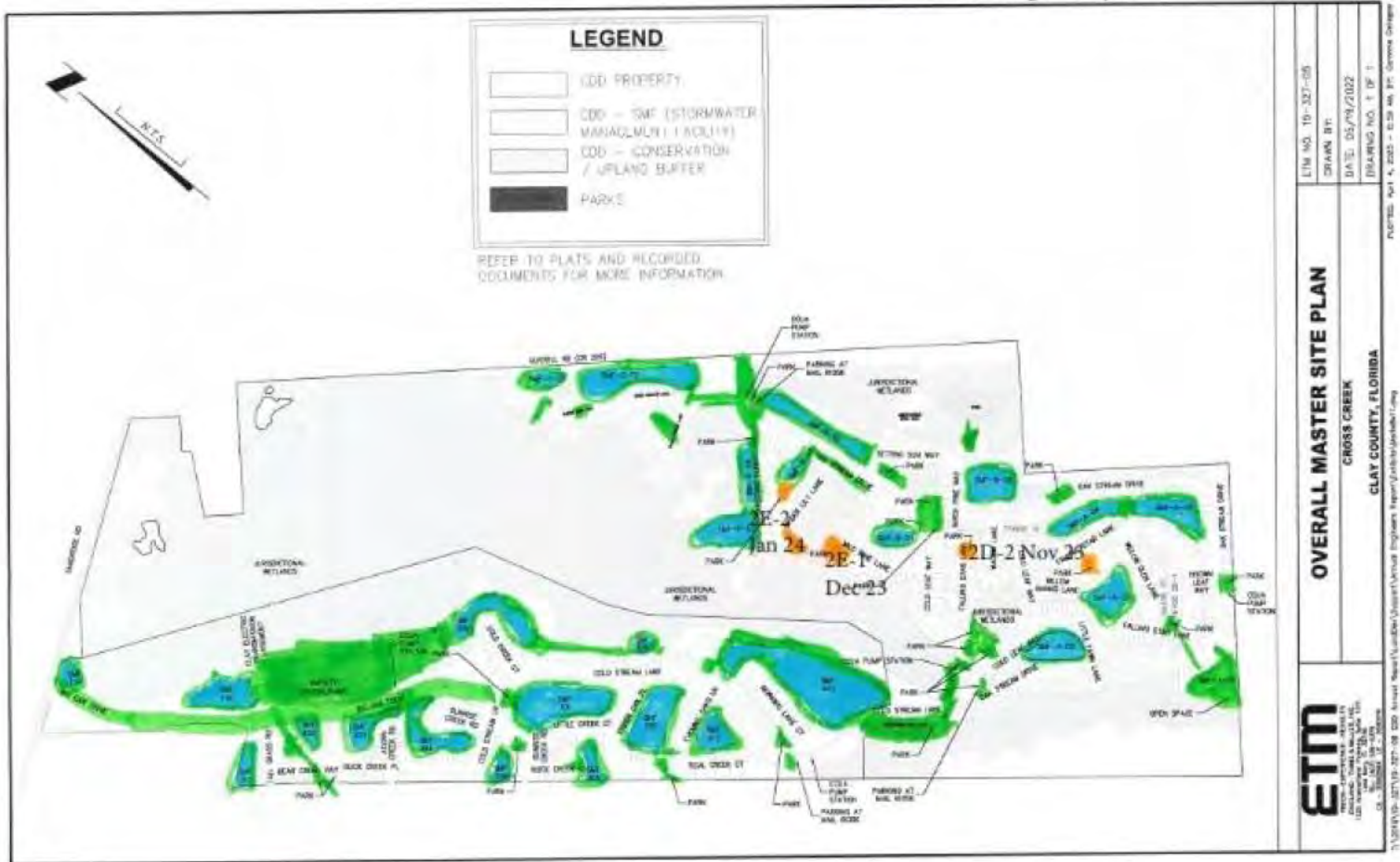
1988-1992

Hobbies include: Family, Tennis, Weight and cardio training at the gym, Choir and music ministry member at a local church, feeding the homeless and prison ministry with church organization and bicycle trail riding.

SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.

- Current Scope
- Future Scope
- 2D-2 tracking Nov. 2023, 2E-1 tracking Dec. 2023 and 2E-2 tracking January 2024



REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



PROJECT NAME:
Hammock Beach Resort

CLIENT SINCE:
2002

SERVICES PROVIDED:
Landscape Maintenance,
Landscape Design,
Landscape Enhancement

CLIENT CONTACT:
Carlton Grant
Regional Managing
Director

Hammock Beach Resort
200 Ocean Crest Dr.
Palm Coast, FL 32137

P: 407-396-3181
E: cgrant@hammockbeach.com



PROJECT NAME:
Ocean Palms HOA

CLIENT SINCE:
2019

SERVICES PROVIDED:
Landscape Maintenance,
Landscape Design,
Landscape Enhancement

CLIENT CONTACT:
Maria Czmyr
Association Manager

230 San Nicolas Way
St Augustine, FL 32080

P: 904-461-9708
E: mczmyr@maymgt.com



PROJECT NAME:
Madeira CDD
St. Augustine

CLIENT SINCE:
2018

SERVICES PROVIDED:
Landscape Maintenance,
Landscape Design,
Landscape Enhancement

CLIENT CONTACT:
Carol Brown
District Manager

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

P: 904-436-6270
E: clbrown@rizzetta.com

REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

PROJECT NAME:

Samara Lakes HOA

CLIENT SINCE:

2021

SERVICES PROVIDED:

Landscape Maintenance, Irrigation Maintenance, Fertilizer
Landscape Design, Landscape Enhancement

CLIENT CONTACT:

Emily Shannon
Association Manager

First Service Residential
St Augustine, FL
P: 904-607-7439
E: emily.shannon@fsresidential.com

PROJECT NAME:

Heritage Park CDD

CLIENT SINCE:

2012

SERVICES PROVIDED:

Landscape Maintenance, Irrigation Maintenance, Fertilizer
Landscape Design, Landscape Enhancement

CLIENT CONTACT:

Rich Gray
Operations Manager

Riverside Management Services
St Augustine, FL
P: 904-288-7667
E: RGray@rmsnf.com

PROJECT NAME:

Eagle Lake HOA

CLIENT SINCE:

2019

SERVICES PROVIDED:

Landscape Maintenance, Irrigation Maintenance, Fertilizer
Landscape Design, Landscape Enhancement

CLIENT CONTACT:

Joe Rizzo
Board President

Eagle Lake HOA
Palm Coast, FL
P: 845-222-1434
E: fuzz152@aol.com

PROJECT NAME:

Woodhaven Condominium

CLIENT SINCE:

2014

SERVICES PROVIDED:

Landscape Maintenance, Irrigation Maintenance, Fertilizer
Landscape Design, Landscape Enhancement

CLIENT CONTACT:

Joe Cinesi
Board Member/Landscape Committee

Woodhaven Condominium
Palm Coast, FL
P: 904-599-5968
E: jc052014@cfl.rr.com

CDD & Community Landscape Maintenance

We are proud of our partnerships with many of Northeast Florida's most respected communities and Community Development Districts. Below is a selection of some of the districts currently being served by our team members.



Project Name	Contact Information	Annual Contract Amount
Palm Coast Park CDD	Clint Smith, GMS 386-931-4496	>250,000
Deer Run CDD	Rich Gray, GMS 904-288-7667	>130,000
Heritage Park CDD & Master	Rich Gray, GMS 904-288-7667	>150,000
Madeira CDD	Carol Brown, Rizzetta & Company 904-436-6270	>120,000
Grand Haven CDD	Barry Kloptosky, Grand Haven CDD 386-447-188	>50,000
Parkland Preserve CDD	David McInnes, Vesta Property Services 321-263-0132	>50,000
St Augustine Lakes CDD	Jim Oliver, GMS 904-940-5850	>75,000
City of Ormond Beach	Mike Demchak, City of Ormond Beach 386-676-3286	>1,500,000
City of St Augustine	Mark Hartley, City of St Augustine 904-576-7707	>130,000
Putnam County	Nicole Baker, Putnam County 386-329-0205	>140,000
Hammock Beach Resort	Carlton Grant, Hammock Beach Resort 407-396-3181	>600,000
Ocean Palms Community	Maria Czmyr, MAY Management Services 904-461-9708	>90,000
Woodhaven Condominium	Joe Cinesi, Woodhaven Condominium 904-599-5968	>90,000
Gran Lake Community	April Johnston, APM 904-217-4617	>105,000



To Whom it may concern,

Riverside Management Services has had a long outstanding working relationship with Yellowstone Landscape. As an Operations Manager of several CDD communities, I have had the pleasure of working with Yellowstone for many years and they maintain several of the properties I oversee. They currently manage and maintain properties for us in Bunnell, St. Augustine and Jacksonville. They have a very responsive management team. The management teams for Yellowstone Landscape care for the properties they maintain and has the properties best interest in mind. The crews are very professional and efficient while working very hard to get the job done every day. I have worked with a lot of different landscaping companies throughout the last 15 years and Yellowstone Landscape is by far the best landscaping company to work with.

If you are in need of a great landscaping company, I would recommend Yellowstone, and they would be my first choice.

Thanks,

Christopher Hall

Operations Manager

Riverside Management Services

904-657-9211

Clint Smith Consulting, LLC
Project Management and Development Services
8 Cadillac Place
Palm Coast, FL 32137

September 8, 2022

Re: Letter of Recommendation for Yellowstone Landscape

To Whom It May Concern:

Yellowstone Landscape has constructed and maintained both landscape and hardscape improvements in several of our communities for many years. I have personally worked with representatives of their company since 1998.

Yellowstone is currently performing landscape maintenance within our Palm Coast Park project. Palm Coast Park is a 4700 acre mixed use community with a 7 mile long Linear Park constructed along US Highway No. 1. These facilities consist of a multiuse path, elevated wooden walkways and landscaping. Maintenance also includes subdivisions within the development. Yellowstone has been responsible for landscape maintenance through the Palm Coast Park Community Development District since 2007.

Throughout the 18 years that I have worked with Yellowstone's staff, I have found them to be professional, courteous, responsible and proactive. They have always performed above our expectations. I would give them my highest recommendation.

Sincerely,



Clinton F. Smith

ARENDALE HOLDINGS, INC.

1548 The Greens Way, Suite # 6
Jacksonville Beach, FL 32250
(904) 482-1100 office / (904) 759-1395 Mobile

September 9, 2022

Re: Yellowstone Landscaping

To Whom It May Concern:

I would like to thank Drew Baltz, at Yellowstone Landscaping for being such a capable, competent maintenance contractor and a pleasure to do business with. I have completed several projects with the Yellowstone team (including the Madeira CDD), they have provided service beyond expectations. I can say that I trust that Yellowstone to complete projects on time, within budget and to the standards required in the industry.

Yellowstone can provide the manpower and equipment needed for any size project, the managers at Yellowstone are solutions oriented and have continually brought this mind set to each project that they have undertaken on my behalf.

My experience with Yellowstone has consisted both for new construction and landscape maintenance. The current work at our Madeira community includes drainage, irrigation, wells, tree planting, shrubbery, grassing, as well overall maintenance, fertilizing, chemical applications, mowing, trimming and general clean-up.

In the future I plan on continuing to use Yellowstone and would recommend them to others.

Sincerely,

Douglas G. Maier

Douglas G. Maier
Arendale Holdings, Inc.



YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

Tab 7

RESOLUTION 2023-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2023/2024, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; and

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

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

1. The Fiscal Year 2023/2024 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.

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

PASSED AND ADOPTED THIS 26th DAY OF JULY, 2023.

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT "A"

**BOARD OF SUPERVISORS MEETING DATES
CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024**

November 14, 2023

January 9, 2024

March 12, 2024

May 14, 2024*

August 13, 2024*

September 10, 2024

All meetings will convene at 3:00 p.m.
(except those marked with a * will be held at 6:00 pm)
and will be held at the Cross Creek North Amenity Center,
2895 Big Oak Drive, Green Cove Springs Florida 32043.

Tab 8

2023 Hoilday Lighting - Proposal Comparison

<u>Date</u>	<u>Job or Item to be Purchased</u>	<u>Contractor Name</u>	<u>Proposal #</u>	<u>Total \$</u>	<u>Notes</u>
7.31.23	M&G Lighting reinstall and new Install for new Entrance	M&G	2047	\$ 4476.36	1. We own the lights, Looked good last year, they store all of the decorations and lights, and we only purchase new ones for the New Entrance 2. They line the 4 Palms 3. Larger Wreaths (4 & 48") Recommended
8.21.23	Mosquito Nix New install and Purchase	Mosquito Nix	2023	\$ 3,370.00	1. White glove service (text "service" to 904-204-9207), Removal, Storage of all lights & and décor at the end of the season. 2 . They do not line Palms but front planter beds. Great Service but less bang for the buck, if we went apples to apples Nix is much more \$\$\$

M&G Holiday Lighting

4845 Belle Terre Pkwy
Palm Coast, FL 32164 US
holiday@mgbusinessventures.com



Estimate

ADDRESS
Cross Creek North CDD
Rizzetta & Company
2806 North Fifth Street
Unit 403
St. Augustine, FL 32084

ESTIMATE 2047
DATE 07/31/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Holiday Lighting - Reinstall FRONT TOWER - Re-install the C7's to the tower columns and fascia areas facing entrance	1	436.00	436.00
	Holiday Lighting - Reinstall Install WW C7 to gutter line and fascia of clubhouse	1	826.00	826.00
	Holiday Lighting - Reinstall Install 2, 48" pre-lit wreaths with red traditional bows and hardware to the clubhouse building (one facing incoming traffic, the other facing exiting traffic)	1	203.50	203.50
	Holiday Lighting - Reinstall Install WW minis to 4 palms in front of clubhouse at sidewalk 10' high per tree(power is located inside spot lights that shine up tree trunks and would need atleast 1 outlet installed per side, totaling 2 outlets)	1	375.00	375.00
	Holiday Lighting - New Install REAR ENTRANCE - Install ww C7 lights to the tower and sign area of the back entrance	1	341.00	341.00
	Holiday Lighting - New Install Install 2, 48" pre-lit wreaths with bows (traditional red velvet)	1	979.16	979.16
	Shipping Shipping of new product	1	40.70	40.70
	Miscellaneous - Wire - Plugs, Supplies, etc Miscellaneous - Wire - Plugs, Supplies, etc	1	175.00	175.00
	Storage Storage of Holiday lights and decor till the next season	1	100.00	100.00
	Removal Removal of Lights and Decor at the end of the season	1	400.00	400.00
	Equipment charges Boom Rental for Install and Removal	1	600.00	600.00

This Estimate is based on Reinstall as well as additional requests.

TOTAL

\$4,476.36

Accepted By

Accepted Date

Let the **MosquitoNix**[®] Elves

Light Up Your
Holidays!



HOLIDAY LIGHTS & DECOR

WHY MOSQUITONIX?

Service | Product | Quality

MosquitoNix® **Elves**

TRAINED, INSURED & EXPERIENCED

OUR TRAINED AND EXPERIENCED MOSQUITONIX ELVES WILL TRANSFORM YOUR PROPERTY FOR THE HOLIDAYS!

Do you find buying, installing and storing holiday lights and décor to be the worst part about the holiday season? The MosquitoNix® Elves have eight years of experience and are once again ready to help brighten your holidays. We supply, install, maintain, remove and store your holiday lights and décor! We will install your lights and décor along rooflines, walkways, windows, front doors, shrubs, borders and greenery, as well as wrap trees and hang garland and wreathes. With 100% worry and hassle-free service, it couldn't be any easier!

MosquitoNix® **Elves**

SUPERIOR PRODUCTS & SERVICES

- High quality LED lights fixtures, décor & bulbs
- Full service maintenance program that includes:
 1. Installation
 2. White glove service (text “service” to 904-204-9207)
 3. Removal
 4. Storage of all lights & décor at end of season
- Trained, experienced & courteous uniformed crew
- LED ensures quality assurance and minimizes maintenance requests
- 100% worry & hassle-free service
- Meticulous electrical safety
- Competitive pricing
- Beautiful results

MosquitoNix® **Elves**

ENTRANCE LIGHTING AND DECOR



MosquitoNix® **Elves**

EAVE LIGHTING AND TOUCHES OF GREENERY



MosquitoNix® **Elves**

EAVE LIGHTING AND TOUCHES OF GREENERY



MosquitoNix® **Elves**

2023 WORKING PROPOSAL

MosquitoNix® **Elves**

2023 WORKING PROPOSAL-AMENITY CENTER

Pricing:

- Option 1: C7 Lights lining all front facings of the building: **\$1120**
- Option 2: (1) 48" Prelit wreath with a new bow above the entry: **\$350**
- Option 3: C7 Path lights lining the front left and right vegetative beds: **\$500**



2023 WORKING PROPOSAL-NEIGHBORHOOD ENTRY

Pricing:

- Option 1: C7 Lights lining the tower top:
\$400
- Option 2: (2) Prelit 36" wreaths with red bows on either side of the water wheel:
\$300



2023 WORKING PROPOSAL-NEW ENTRANCE

Pricing:

- Option 1: C7 Lights lining the top tower and sign: **\$550**
- Option 2: (1) Prelit 36" wreath with red bow above opening: **\$150**



THANK YOU

We Appreciate Your Business

MosquitoNix® **Elves**