



Excellence
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Proposal

Prepared for:

Wiggins Bay Foundation

520 Wiggins Bay Drive

Naples, FL 34110

PARAMONT
PROPERTY MANAGEMENT



Presented to:

Mike Dean

CAM



Mike Dean – CAM

Thank you for the opportunity to allow Yellowstone Landscape to provide a bid for the landscape maintenance at **Wiggins Bay Foundation** in Bonita Springs, Florida.

Yellowstone Landscape operates in 19 states with 75+ Operating Locations employing over 6,500 Landscape Professionals. We are proud to serve the SW Florida area with 3 branches located in Lee and Collier Counties. Our North Naples Branch location would be responsible for servicing **Wiggins Bay Foundation**. Our branch location allows us to react immediately to any issues that might arise on your property. Storm cleanup, irrigation line breaks, and other problems can be addressed quickly regardless of the conditions.

Your service team will be led by a trained Account Manager to oversee the crew and monitor the health and appearance of all areas on the property. Your Account Manager will be supported by a Production Manager, helping to oversee the crew and addressing work orders and any other issues that might arise on the property. Communication is the single most important part of developing a strong partnership, and our team will provide weekly updates and monthly calendars to keep everyone informed on what is taking place throughout the community.

Benefits of partnering with Yellowstone Landscape:

- All services provided by in-house employees. We are an “all in one” landscape provider.
- Irrigation Specialist utilizing the most up-to-date mapping and reporting tools.
- Work Order portal can be provided if needed.
- Storm Cleanup Priority (can utilize equipment and labor from other states if necessary)
- Financially strong. Can acquire new equipment and employees immediately if necessary.

Our goal is to develop a long-term partnership with **Wiggins Bay Foundation** that is built on solid communication, trust and delivery on the expectations of the Board Of Directors. Yellowstone Landscape strives to deliver “Excellence” in commercial landscaping on all the properties we service. We welcome the opportunity to review this proposal with the Board Of Directors so that they can meet the Yellowstone Team and allow us to show you there is a difference in our service, values, and commitment to landscape excellence.

Thank you for your time and consideration on this bid and we look forward to hearing back from you.

Best regards,


Tom Huke, Business Development Manager
Yellowstone Landscape
thuke@yellowstonelandscape.com

Yellowstone Landscape



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Introduction

 Visit Us Online

www.yellowstonelandscape.com

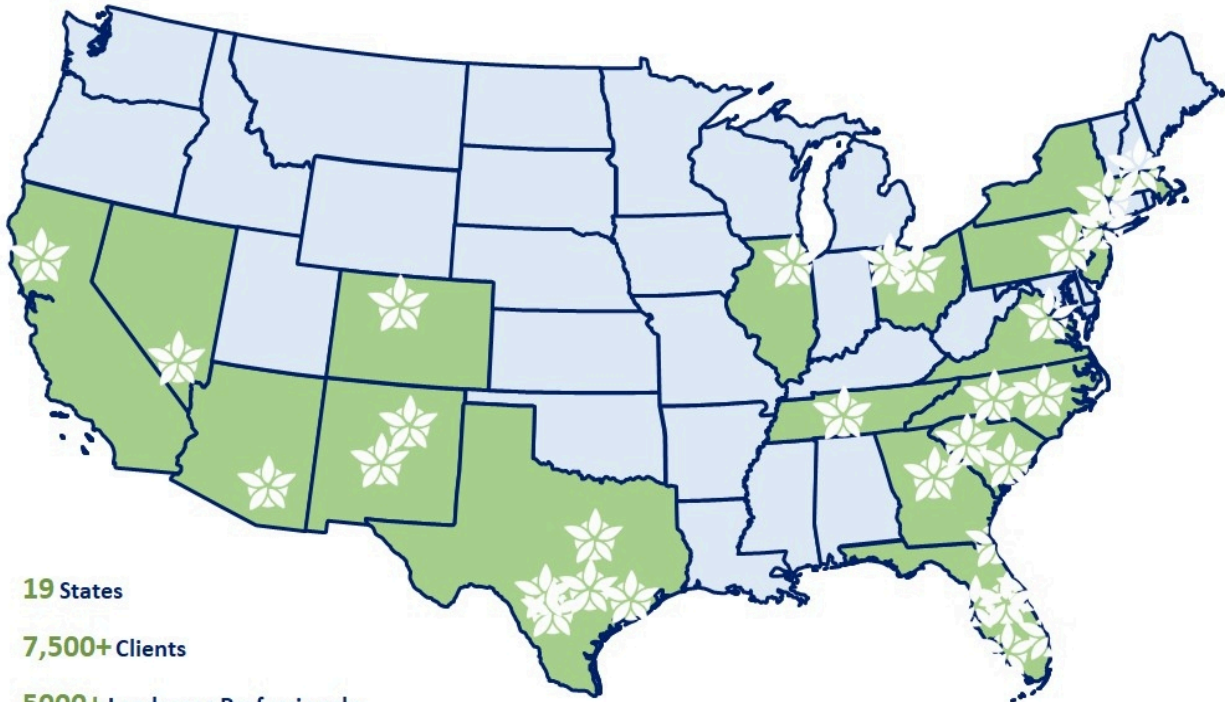
Your choice in a commercial landscaping company could be the difference between a property that **reflects excellence** or one that falls short of your expectations and needs.

When you're investing in professional landscaping services, **you deserve the best.**

Excellence
IN COMMERCIAL LANDSCAPING

Elements of Excellence





Yellowstone Landscape Proprietary & Confidential

Locations

BRANCH LOCATIONS BY MARKET

70+ Branches

Arizona

Phoenix (2)

Nevada

Las Vegas

Colorado

Denver

New MexicoAlbuquerque (2)
Santa Fe**Texas**Austin (2)
College Station
Dallas-Fort Worth (3)
Houston (5)
San Antonio**Illinois**

Chicago (6)

OhioColumbus (2)
Findley**Virginia**

Washington, DC (2)

Tennessee

Nashville

South CarolinaCharleston
Columbia**North Carolina**Charlotte (2)
Raleigh-Durham**New Jersey**

Northern NJ (2)

GeorgiaAtlanta (5)
Augusta**Florida**Bradenton-Sarasota
Daytona Beach
Fort Lauderdale
Jacksonville (2)
Naples-Fort Myers (3)
North Port (TBD)
Orlando (4)
Palm Beach
Palm Coast-St.
Augustine (2)
Port St Lucie-Vero
Beach (2)
Tampa (3)

PLAN FOR SUCCESS

Wiggins Bay Foundation





Mike Dean - CAM

Re: Landscape Maintenance Services Proposal for **Wiggins Bay Foundation**

Thank you for considering a partnership with **Wiggins Bay Foundation** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for Heron Creek. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Startup Plan:** Our transition plan includes the actions we will take in the first 30, 60, and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,

Tom Huke - Business Development Manager
Yellowstone Landscape

thuke@yellowstonelandscape.com
317.440.9087

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

- ☐ Perform complete audit of irrigation system to ensure system is working properly and provide estimate for any repairs.
- ☐ Perform a turf blanket application to include nitrogen, iron, micro-nutrients, post-emergent weed control and spot treat for insects. We cannot apply nitrogen due to county blackout on nitrogen from June 1st thru September 30th.
- ☐ Begin weekly mowing, trimming, edging and blowing of community.
- ☐ Identify any areas of turf that may need replacement throughout the community.
- ☐ Perform granular fertilization on plant/shrubs/palms and spot treat for insects and disease.
- ☐ Begin pruning of property to maintain desired height & shape.
- ☐ Remove any dead plant material and develop plan for replacement.
- ☐ Perform weed control applications in planting beds, pavers and sidewalks.
- ☐ Walk property with Property Manager to identify any areas of concerns and develop plan to address any issues.

DAYS 30-60

- ☐ Walk property with Property Manager to evaluate improvements and target any other areas of concern.
- ☐ Continue to focus on irrigation system to ensure common areas are receiving proper coverage and run times.
- ☐ Address any open work orders.
- ☐ Perform weekly mowing, edging and weed control in beds.
- ☐ Install any authorized turf and plant replacements.
- ☐ Perform IPM applications on turf for weeds, insects & fungus as needed.
- ☐ Perform IPM applications on plant/shrubs for insects & disease as needed.
- ☐ Discuss options to improve “curb appeal” in high profile areas and provide renovation renderings on potential enhancements in common areas.



DAYS 60-90

- ☐ Walk property with Property Manager to evaluate condition of property and target any other improvement areas.
- ☐ Assess results from actions taken in 30 day / 60 day plans. What else needs to be completed?
- ☐ Continue irrigation maintenance/inspections.
- ☐ Perform IPM spot treatments on plants/shrubs for insects and disease as needed.
- ☐ Perform IPM Spot treatments in turf for weeds, insects and fungus as needed.
- ☐ Start to develop a potential long term replacement plan for the turf/plants/shrubs/palms.





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.
- 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.
- St Augustine turf will be mowed a total of between 42 to 44 times per year.

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 sidewalks 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.
- Area around the gatehouse will be kept clean with leaves and any other materials blow off weekly.

FERTILIZER

- Turf grass will be fertilized (4) Four times per year using granular and liquid applications containing 50% slow release nitrogen in accordance with state and federal regulations using a premium turf fertilizer containing minor elements.
- 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 and controlled by (2) blanket liquid blanket applications. The application in February will also contain Pre-Emergent weed control. IPM applications will be conducted monthly to spot treat for insects/disease/fungus as necessary. *If a full property application is needed to control an infestation/outbreak, an authorized quote that is outside the scope of work will need to be approved before application can be done.
- 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

- Pruning and thinning will be performed monthly, as needed, to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs/Hedges under 8' feet tall will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels. Flowering plants/shrubs will not be pruned during peak seasons as to not trim off the flowers unless instructed differently. Any plants/shrubs over 8' feet will require a separate quote and authorization before trimming can be performed.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground cover.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Canopies will be raised to a maximum height of 14 feet or a maximum 2-inch caliper limb size to maintain the appropriate form of the tree and the appropriate clearance for pedestrians.
- Palm trees will have only brown or broken fronds removed at time of pruning.
- Home palms (approx. 1,376 palms) will be trimmed (1) one time per year, Amenity Center trimmed per RFP and common area palms (approx. 180 palms) will be trimmed (1) one time per year.
- Palm trees can be injected/drenched at an additional charge to provide additional nutrients or insect protection.
- Common area hardwood trees (660 trees) will be trimmed (1) time annually.
- 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/Plants/Palms will be fertilized (2) two times per year with granular 8-0-10 fertilizer containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product.
- Cabbage & Eureka palm trees are NOT included in the palm tree fertilization service.

INSECT, DISEASE, & WEED CONTROL

- Plants/Shrubs will be treated chemically as needed by monthly IPM applications to 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 (Wet Checks) will be done every month and consist of turning on each zone and checking sprinkler heads, timer mechanism and coverage. In addition, the system will be inspected visually for hot spots and line breaks during each visit.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- 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 at \$80.00 per hour plus material cost.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

- 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.
- “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.
- Yellowstone Landscape installed flowers will be provided with 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.

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Production Plan

Wiggins Bay Foundation - Production Plan

Yellowstone Landscaping will provide landscape maintenance services to **Wiggins Bay** adhering to our standards of quality and following the nine principles of Florida Friendly Landscaping.

The 9 Principles of Florida-Friendly Landscaping are:

- Right Plant, Right Place
- Water Efficiently
- Fertilize Appropriately
- Mulch
- Attract Wildlife
- Manage Yard Pests Responsibly
- Recycle Yard (and kitchen) Waste
- Reduce Stormwater Runoff
- Protect the Waterfront

To succeed in this project Yellowstone will first appoint an Account Manager to be the “Quarterback” in the community. They will be responsible for day-to-day operations and the performance of the contract. They will be responsible for coordinating all the Yellowstone crews and divisions that will be servicing the community. There is always also a Crew Leader on property overseeing the maintenance crew and reporting directly to the Account Manager.

The Account Manager will be your main point of contact with the community representative performing site reviews and regular walks providing written reports and documentation of any issues or opportunities for improvement throughout the property. Our goal is to identify issues and bring solutions for those issues before the property manager is made aware of them.

As we “learn” the property, new production maps will be developed and shared with the community. Once a month the Account Manager will be developing a calendar of services for the next month. This will allow the community representative to have this information for any homeowner questions. We feel this is important to notify homeowners in advance of any chemicals or fertilizers being applied so they can be cautious with their pets.



Yellowstone Landscape offers the following services **(All services performed by in-house employees)**:

- Mowing / Edging / Trimming / Blowing / Bed Weed Control
- Shrub / Hedge / Plant pruning
- Irrigation Wet Checks / Repairs
- Pesticide and Fertilizer Applications (Turf / Plants / Palm Trees)
- Arbor Care (Removal / Trim / Grinding / Injections)
- Outdoor Lighting (Low Level Lighting Design & Installation)
- Landscape Design & Installation
- Mulch / Pine Straw / Rock Installation

Our Customer Service department can be reached by phone or email Monday thru Friday from 8:00 am to 5:00 pm and an “after hours” emergency number can be reached 24 hours per day, 365 days per year. We are always here for your landscaping needs.

Pruning of plants/shrub will be managed according to University of Florida, BMP, and Florida Friendly recommendations. Not all plants/shrubs may be pruned each time the crew is on site to maintain proper health and avoid over-pruning. We prune for the health of plants. Dead material will be cleaned out of plants to allow them to continue to grow and be healthy. Flowering plants should be cut back in the spring to “rejuvenate” the plant for proper health and appearance. Irrigation, fertilizing and insect control will be monitored to keep the plant/shrubs at optimum health. Crew will monitor hardwood/palm trees and prune dead and broken branches up to 14’ in height.

Mowing crews will be trained and outfitted for the sole purpose of mowing and maintaining the property. The mowing crew is responsible for mowing, edging, debris removal and blowing clippings off hard surfaces and will be on site every day of week (Monday – Friday). The edging of plant beds will be done with a metal blade edger for a cleaner cut and more defined edges. Mower blades will be sharpened every occurrence to promote healthy turf.

Weeds in the plant beds, paver areas, and concrete cracks will be treated chemically and pulled manually by licensed applicators for that purpose. This team typically travels and coordinates with the mow crew.



Fertilizer for turf and plants will be a special blend of granular and liquid nutrients engineered specifically for the community's needs. All nitrogen will be a 50% slow-release formula to conform to county guidelines. Soil samples can be performed to determine what nutrients are right for each property. All fertilizer will be applied in accordance with city, state, and federal laws.

Seasonal flowers can be installed by our installation crews. Old plantings will be removed, new topsoil added and bed prepped before the installation of flowers. Irrigation will be checked to ensure the system provides correct coverage and run times to sustain the new flowers. Fungicide and fertilizer will also be applied as needed.

Irrigation is the single most important component of your landscape health. Everything needs water and too much or too little will make or break how your property looks. The first thing we do when we start a new property is perform a complete audit of the irrigation system. During this audit, we are building a site map of the system detailing where valve boxes, controllers and the shut off valves are located. During monthly wet checks, each zone is turned on and sprinkler heads checked for coverage, clogs and needed adjustments. Repairs can be made during the wet checks when pre-approval is provided. Monthly irrigation reports will be available to the community representative.

Palm tree pruning will be done in accordance with University of Florida guidelines. Quotes for palm tree pruning provided upon request.

Safety is our top priority at Yellowstone Landscape. We employ a full-time safety manager who is responsible for ensuring all aspects of our branch being held to the highest safety standards. We implemented a program in 2022, providing bonuses to employees who maintain an outstanding safety record for driving and equipment use. Our newly implemented truck and trailer "coning" system exceeds OSHA recommendations and provides better protection for our employees while working along roads and medians. All Yellowstone vehicles are equipped with chemical spill kits, fire extinguishers and first-aid kits, along with GPS/Camera system on board to monitor good driving habits and safety.



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Key Personnel Bios

YOUR SERVICE TEAM



Ty Rentz
Branch Manager

Ty has a passion for landscape and people. He has been in the industry for 40 years with some of the most accomplished landscape firms in the southeast including Valley Crest and Brightview. Ty has been with Yellowstone Landscape for over 10 years delivering on expectations to a diverse group of clients and finding solutions to issues and developing a fantastic work environment.



Phil Buck
Arbor Division Manager

Phil has been in the green industry for 46 years and has been with Yellowstone/Crawford Landscaping for almost 16 years. He is a Board-Certified Master Arborist and served on the board of FNGLA for 3 years, one year as the Board President. Phil is on the Lee County Landscape Transportation Advisory Board, Tree Board in the City of Bonita Springs and is a Certified Pest Control Operator in the State of Florida.



Michael Sealey
Account Manager

Michael is a native North Carolinian and a sixth-generation farmer from a family tobacco farm in SE North Carolina. Agronomy has always been a way of life for me. As tobacco farms faded out over the years in the south it was time for a change. It was only natural to get into the landscaping business. I have spent the last 20 years working in large commercial landscapes while holding many different positions in the business. My most important job as an Account Manager for Yellowstone is constantly training and coaching the team for success. I always talk about pride in your work with the highest quality possible.



YOUR SERVICE TEAM (CONT.)



Angel Canete
Production Manager

Angel relocated to Collier County 21 years ago and has 17 years of experience in the landscape industry. His career began as an Operations Manager at Landscapers Choice and has also worked with Earthcare, Stahlmans and TLC. His passion is creating landscapes that bring beauty and joy to his customers.



John Klevanosky
Horticulture Manager

John has 25 years of experience in the green industry, beginning his career in golf course maintenance before running his own Southwest Florida landscape company for 19 years. His business specializes in landscape maintenance, pest control, and irrigation services. John holds a bachelor's degree in Earth Science from Brockport State University, a Turf Grass Management certificate from Penn State University, and is a Florida State Certified Pest Control Operator.



Saul Garcia
Irrigation Manager

With 35 years in landscape and golf course irrigation, Saul has spent the last 12 years at Yellowstone Landscape. He is fully trained and certified by Rainbird, Hunter, and Toro. Saul has been trained and certified by Rainbird, Hunter, and Toro in all aspects of their systems. For Saul and his team, outstanding customer service and communication are always top priorities.

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Design & Installations

All plants/shrubs/trees installed by Yellowstone Landscape are guaranteed for as long as our monthly maintenance, irrigation and fertilization programs are active. Exceptions for Acts of god (hurricane, wind, fire or other uncontrollable events) .

Example Only



Existing

Landscape Design Suggestions

*Dwarf Blue Agave
Red Sister Ti-Plant
Fill in Big Blue Liriope
Dwarf Allamanda
Dwarf Tibouchina
Orange Bird of Paradise
Cocoa Brown Mulch
(Repeat same plants from left side
on the right side)*

Potential



Yellowstone Landscape



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Irrigation System Review



Wiggins Bay Foundation - Irrigation System



Your irrigation system is the single most important component of having a healthy and beautiful community. Yellowstone Landscape will begin your irrigation maintenance by conducting a complete audit of the system to determine how the system is performing throughout the community.

- Check water pressure throughout the community
- Inspect and adjust start/run time for each clock & zone
- Check for coverage for all areas being irrigated
- Inspect to ensure the correct sprinkler heads are being used for all areas

Once we know the entire irrigation system is running correctly, we can provide a quote to implement GPS mapping of the entire community using a program called Tapigo Mapping and Management software. This service will provide the community with the knowledge of knowing where every controller, solenoid/valve, and sprinkler is located.

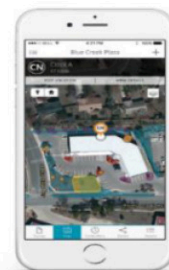


SURVEY

Tapigo® Survey is the most comprehensive irrigation asset inventory and location tracking application available. With Survey, you can identify all irrigation assets for a property including controllers, zones, valves, meters, sensors, pumps, and more. For each asset, you can specify a name, description, manufacturer, model, photos, map location, and even the relationships between assets.

As with all Tapigo® apps, your data is securely maintained in the Tapigo® Cloud and can only be shared with the employees, partners, and clients to whom you provide access.

With Survey, you can conduct faster irrigation asset inspections, ensure broader and more consistent knowledge of irrigation assets, improve communication with your clients and conduct repairs with a broader group of technicians. You can also generate an As-Built report for each property that you have surveyed.



We are dedicated to assisting our customers in understanding their irrigation needs and work to limit and save water consumption without sacrificing plant health.



Low Voltage Lighting – Installation & Maintenance



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References



Yellowstone Landscape - Property References

Treviso Bay

9800 Treviso Bay Blvd

Naples, FL 34113

Aaron Barnett

305.619.3159

abarnett@trevisoteam.com

Moorings Park Grand Lakes

7410 Little Lane

Naples, FL 34105

Ovidiu Manea – Facility Manager

239.919.1609

omaea@mooringspark.org

Saturnia Lakes

1310 Saturnia Grande Drive

Naples, FL 34119

Roy Hyman - General Manager

239.243.6020

rhyman@precedentmgt.com

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Statement of Financial Stability



Statement of Corporate Stability

Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established over a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services, snow removal services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 8000 clients from 69 local branch operations facilities in 18 states across the United States. In 2019 Yellowstone's growth reached a level that made us the largest, privately-owned landscape service company in North America.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded \$680,000,000 in 2024. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of \$75 million, with bonding capacity up to \$75 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information:

Kyle Blumer
Antares Capital, LP
Chicago, IL 60661
P: 312-638-4042

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Employment Practices



Employment Practices

Equal Opportunity Employer

Yellowstone policy provides equal employment opportunity to all applicants and employees regardless of race, color, religion, sex, national origin, age, veteran status, citizenship, marital status, sexual orientation and/or other protected classifications including physical or mental disability as defined by the Americans with Disabilities Act.

Interviewing & Hiring

Perspective candidates are phone screened by either hiring manager or Human Resources personnel. If the candidate passes the phone screen, they are invited in for a face-to-face interview with the hiring team. Candidates may be invited to participate in several in-person interviews where they will be asked situational questions to better understand their experience and knowledge of the position they are applying for. Late in the interview cycle, salary and work expectations are negotiated and discussed prior to an offer letter being presented to the candidate. An official offer letter will only be released on the completion and outcome of various pre-employment requirements.

Employment Eligibility Verification

In compliance with the Immigration Reform and Control Act of 1986, all Yellowstone Landscape employees are required to provide proof of eligibility to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within 3 days of employment. Certain hiring locations also participate in E-Verify and beginning on July 1, 2023 - in accordance with FL Senate Bill 1718 - any locations in FL who did not previously participate in E-Verify will begin to do so for new employees.

Background Investigations

Prospective employees for relevant positions must agree to undergo a thorough background screening process which may include prior employment, education, criminal, motor vehicle, reputation, and credential checks. Pre-hire drug testing is also required in all locations.

Safety: The Tool for Life

Yellowstone is committed to providing a safe and healthy workplace for all employees. We devote substantial resources to our training and loss prevention programs, including a return to work program, in an effort to keep both clients' premises and our operations safe.

Drug Free Work Place

Ensuring a safe, healthy, and efficient working environment for our employees, their co-workers, and the customers we serve is of vital importance. The abuse of alcohol and the unlawful or improper presence or use of controlled substances in the workplace is expressly forbidden. Along with Pre-Employment Drug Screening any employee involved in an accident while on the job is required to take a drug test. Any employee who is suspected of being under the influence of alcohol or drugs while on the job will also be sent for drug/alcohol testing.

Workplace Harassment and Violence Prevention

Yellowstone is committed to providing a safe work environment free of hostility or unlawful harassment. Strictly prohibited is any form of harassment because of sex, race, religion, color, national origin, physical or mental disability, marital status, age or any other category which is unlawful under federal, state or local law. Violence or threat of violence against the life, health, well being, family or property of others, expressed or implied by words, gestures, symbols, intimidation or coercion, will be regarded as violating the fundamental rights of Yellowstone to operate its business in a safe and peaceful manner.

Professional Expectations

Yellowstone expects every employee to present a professional appearance appropriate for our business. Employees must dress neatly and in good taste, exercise good grooming habits, and engage in appropriate and ethical behavior.

Open Door Policy

Questions may arise from time to time involving the terms and conditions of employment or the interpretation of Yellowstone policy. Yellowstone believes that such questions should be answered immediately.

Any employee who has a question, problem or complaint concerning his or her job or the interpretation of Yellowstone's personnel policies should discuss the situation immediately with the employee's supervisor. The supervisor will make every effort to resolve the grievance at this step in the procedure. If, after discussing the problem or complaint, the employee feels that a satisfactory solution has not been worked out, or if the employee is reluctant to discuss the

situation with the supervisor in the first instance, the employee should go to the supervisor's direct superior. This manager will investigate both sides of the situation and attempt to arrive at a solution that he or she believes to be appropriate.

If the employee still is not satisfied with the decision made by his or her supervisor's direct superior, the employee may direct the complaint, in writing, to the CEO, Executive Vice President, Vice President of Human Resources, or one of the Regional Vice Presidents of Yellowstone, who also will investigate both sides of the situation and attempt to arrive at a solution that he or she believes to be appropriate.

If at any time the employee feels uncomfortable in discussing the situation with line management, he/she should contact Human Resources.

Yellowstone expressly forbids any reprisals or retaliation against any employee because the employee has raised in good faith a problem or complaint under this procedure or because the employee has taken his or her problem or complaint to a higher level of supervision or to management.

Yellowstone Landscape



YELLOWSTONE
LANDSCAPE

2025 Hurricane / Storm Cleanup Letter



Re: 2025 Hurricane Season/Storm Clean Up

Dear Valued Customer,

As the 2025 hurricane/storm season approaches Yellowstone Landscape wishes to prepare you should a damaging storm or hurricane occur. This letter and our process is based on years of experience and best practices, and is aimed at providing you the following:

- Our Storm Event Response Protocol
- Detailed price list for each applicable storm clean-up and restoration service
- Provide an opportunity for you to pre-authorize us to provide these vital services

Please read this letter carefully and respond accordingly.

Storm Event Response Protocol:

After fully assessing our pre-authorized sites, we will organize our response per the following protocols:

PHASE 1 – Life/Safety: Life/Safety involves removing all debris blocking roadways, driveways, vehicles and building entrances.

PHASE 2 – General Clean-up: General cleanup involves removing all other debris from the property that has fallen to the ground; dead tree limbs for instance will be addressed in Level 4

PHASE 3 - Staking: Staking involves the re-planting or staking of downed or leaning plants, trees or palms. This is a very important process that often involves machinery. Prior to Yellowstone Landscape addressing these needs, it's important to keep the damaged plant/tree/palm adequately watered.

PHASE 4 – Removals: Removals involves the removal of damaged trees, damaged limbs and stumps. This service is often performed by our Arbor Care crews. (NOTE: removal of damaged trees / fallen trees will be determined on basis of Yellowstone Landscape's professional opinion considering the hazardous risk each present)

Initial: _____

Page 1 of 3

Yellowstone Landscape Storm Event Pre-Authorization

PHASE 5 – Final Restoration: Final restoration as part of our Storm Event Response Procedure outlined in this letter involves only addressing the holes left behind by removed tree stumps. Additional grading and replanting will require an additional proposal.

NOTE: ALL REGULARLY SCHEDULED MAINTENANCE OPERATIONS WILL BE SUSPENDED DURING THE STORM EVENT RESPONSE PERIOD. THE DURATION OF THIS SUSPENSION IS AT THE SOLE DISCRETION OF YELLOWSTONE LANDSCAPE, AND PER THE “ACT OF GOD” CLAUSE IN OUR CONTRACT, ANY MISSED SERVICES WILL BE CAUGHT UP AS TIME PERMITS AND NOT BE REFUNDED.

NOTE: ALL WORK WILL BE COMPLETE PER THIS PRIORITY SEQUENCE AND COULD RESULT IN MULTIPLE VISITS AS WE WILL SERVICE ALL LEVEL 1 PRIORITIES BEFORE MOVING TO LEVEL 2 PRIORITIES (AND SO ON).

NOTE: SIGNING THIS DOCUMENT DOES NOT GUARANTEE SPECIAL PRIORITY, IT ONLY GIVES US AUTHORITY IN ADVANCE TO PERFORM CLEAN-UP SERVICE AT YOUR PROPERTY.

Storm Event Pricing:

Any clean-up as outlined above resulting from a storm event is outside the general scope of service per our Maintenance Agreement, and therefore additional charges apply. Below is a detailed list of our Storm Event prices:

| <u>Labor</u> | <u>Cost per Hour</u> |
|---------------------|----------------------|
| All labor personnel | \$85.00 |

| <u>Machinery & Equipment (does not include operator)</u> | <u>Cost per Hour</u> |
|--|----------------------|
| Loader (small) (operator not included) | \$175.00 |
| Loader (large) (operator not included) | \$350.00 |
| Loader Delivery (required with large loader) | \$1,600.00 |
| Stump Grinder | \$125.00 |
| Chipper | \$125.00 |
| Other Equipment (small-medium) | \$150.00 |

| <u>Dump Fees (does not include operator)</u> | <u>Cost per Load</u> |
|--|----------------------|
| Small (bucket truck, turf truck, etc.) | \$450.00 |
| Medium (chipper truck, etc.) | \$750.00 |
| Large (landscape flat bed, grapple, etc.) | \$1,100.00 |

| <u>Staking Materials</u> | <u>Cost per Kit</u> |
|------------------------------|---------------------|
| Staking - 4x4 | \$175.00 |
| Staking – 2x4 | \$85.00 |
| Staking - lodge poles (each) | \$25.00 |

*Staking Material & Dump Fees are subject to change based on market conditions at time of storm event.

Costs for any other materials required will be determined at the time of the Hurricane/Storm cleanup.

Initial: _____

Page 2 of 3

Yellowstone Landscape Storm Event Pre-Authorization

Beware of Price Gouging:

During large storm events, it's common for "out of town" companies to descend on Southwest Florida and charge exorbitant fees for subpar work. This often leaves behind significant damage to the landscape and turf as well as damage to vital mechanical systems like drain fields and irrigation systems. To avoid being over-charged for this kind of work, we urge you to sign our pre-authorization letter today to ensure fair pricing for exceptional work.

Storm Event Pre-Authorization:

Please fill this out completely and return to our offices per one of these two methods:

- Mail: 2360 Catawba St. Naples, FL 34120
- E-MAIL: mmoya@yellowstonelandscape.com

Failure to return this form acknowledging your selection will be deemed as NOT authorizing us to perform storm clean-up and restoration services. Due to the hectic nature of preparing for a pending storm, last minute authorizations may not be received in time to provide cleanup and restoration service.

Authorization:

____ I authorize Yellowstone Landscape in advance to perform emergency storm cleanup.

____ I do not authorize Yellowstone Landscape in advance to perform emergency storm cleanup.

Property Name: _____

Property Address: _____

Printed Contact Name: _____

Contact Number: _____

Signed: _____

Dated: _____

Yellowstone Landscape



YELLOWSTONE
LANDSCAPE

License / Certificates / W-9 / Insurance

2025 Pest / Master Arborist / Chemical



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

Date **March 11, 2025** File No. **JE156475** Expires **October 31, 2025**

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **October 31, 2025** **AT**

YELLOWSTONE LANDSCAPE
NAPLES, FL 34120

JOHN KLEVANSKY
YELLOWSTONE LANDSCAPE
2360 CATAWBA STREET
NAPLES, FL 34120

Certified Operator

WILTON SIMPSON, COMMISSIONER

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

JOHN KLEVANSKY
YELLOWSTONE LANDSCAPE
ID CARD HOLDER

JE156475 **Certified Operator**

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **October 31, 2025**

WILTON SIMPSON
COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

2025 W-9 Form



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

Request for Taxpayer Identification Number and Certification

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

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

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

2 Business name/disregarded entity name, if different from above.
Yellowstone Landscape - Southeast LLC

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 (LLC, corporation, S corporation, P-partnership) **LLC**
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) _____
Payee is account maintained outside the U.S.?

5 Address (number, street, and apt. or suite no.) See instructions.
3235 N. State Street, PO BOX 849

6 City, state, and ZIP code
Bunnell, FL 32110

7 List account number(s) have (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.

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **Chris Schultz** Date **1/3/2024**

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-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 (cancelled 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.

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

2025 Generic COI Certificate



| ACORD | | CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) | |
|---|------------|--|--|---------------------------------|--|
| | | | | 4/1/2025 9/11/2024 | |
| <p>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.</p> <p>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).</p> | | | | | |
| PRODUCER Lockton Companies, LLC 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600 | | CONTACT NAME: _____ PHONE (A.C. No. Ext.): _____ FAX (A.C. No.): _____ E-MAIL: _____ ADDRESS: _____ | | | |
| INSURED Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110 | | INSURERS AFFORDING COVERAGE INSURER A: Safety National Casualty Corporation NAIC # 15105 INSURER B: ACE Property and Casualty Insurance Company 20699 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____ | | | |
| COVERAGES | | CERTIFICATE NUMBER: 19715440 | | REVISION NUMBER: XXXXXXX | |
| <p>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.</p> | | | | | |
| INSR | LTB | TYPE OF INSURANCE | ACORD INSR | ACORD LTB | POLICY NUMBER |
| A | X | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input checked="" type="checkbox"/> LOG OTHER: _____ | N | N | GL6676218 |
| | | | | | 4/1/2024 4/1/2025 |
| | | | | | EACH OCCURRENCE \$ 2,000,000 EXCESS TO LIMITS \$ 300,000 MED EXP (Per occurrence) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AIDS \$ 4,000,000 OTHER: \$ |
| A | X | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY | N | N | CA6676217 |
| | | | | | 4/1/2024 4/1/2025 |
| | | | | | COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX OTHER: \$ XXXXXXX |
| B | X | UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION | N | N | XOOG7269647 003 |
| | | | | | 4/1/2024 4/1/2025 |
| | | | | | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER: \$ XXXXXXX |
| A | X | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) E.F. EMPLOYER (NY) E.F. EMPLOYER (OTHER) | N | N | LDS4066360 |
| | | | | | 4/1/2024 4/1/2025 |
| | | | | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO E.F. EACH ACCIDENT \$ 1,000,000 E.F. DISEASE - EA EMPLOYER \$ 1,000,000 E.F. DISEASE - POLICY LIMIT \$ 1,000,000 |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERMS REFERENCED. | | | | | |
| CERTIFICATE HOLDER | | | CANCELLATION See Attachments | | |
| 19715440 Evidence of Coverage | | | 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: | | |

ACORD 25 (2016/03)

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Yellowstone Landscape



YELLOWSTONE
LANDSCAPE

Your Investment

YOUR INVESTMENT



Wiggins Bay Foundation

520 Wiggins Bay Drive, Naples 34110

Turf (St Augustine): 89,727 Sq Ft (2.20 acres)

Application Schedule

| Service Location | Nitrogen Blackout Period | | | | | | | | | | | | Total |
|---|--------------------------|----------|-------|-------|-----|------|------|--------|------|---------|-----|-----|-------|
| | January | February | March | April | May | June | July | August | Sept | October | Nov | Dec | |
| Debris Pick Up | X | X | X | X | X | X | X | X | X | X | X | X | 51 |
| Palm Fronds/Trash | | | | | | | | | | | | | |
| Mowing Weeks - TURF | X | X | X | X | X | X | X | X | X | X | X | X | 42 |
| Mowing/Edging/Blowing | | | | | | | | | | | | | |
| Spraying Weed Control | X | X | X | X | X | X | X | X | X | X | X | X | 12 |
| Beds/Hardscapes | | | | | | | | | | | | | |
| Trimming & Pruning | X | X | X | X | X | X | X | X | X | X | X | X | 12 |
| Plants/Shrubs/Hedges (under 8 ft) | | | | | | | | | | | | | |
| Irrigation Wet Checks - Homes/Commons | X | X | X | X | X | X | X | X | X | X | X | X | 12 |
| Time/Coverage/Repairs | | | | | | | | | | | | | |
| St Augustine Liquid Turf Blanket App | | X | | | | | | | | | | X | 2 |
| Nitrogen /Micro Nutrients/Post Emergent/Iron | | | | | | | | | | | | | |
| St Augustine Granular Turf Blanket App | | | | | X | | | | | X | | | 2 |
| Nitrogen & Micro Nutrients | | | | | | | | | | | | | |
| Turf IPM Apps | X | X | X | X | X | X | X | X | X | X | X | X | 12 |
| Spot Treat: Insects/Weeds/Sedge/Fungus | | | | | | | | | | | | | |
| Palm Tree Fert Apps | | | | | X | | | | | X | | | 2 |
| Palms / Granular Fertilizer 8-0-10 | | | | | | | | | | | | | |
| Plant/Shrub Fert Apps | | | | | X | | | | | X | | | 2 |
| Granular Fertilizer 8-0-10 | | | | | | | | | | | | | |
| Hort IPM Apps | X | X | X | X | X | X | X | X | X | X | X | X | 12 |
| Spot Treat: Nutrients/Insects/Disease | | | | | | | | | | | | | |

February and December turf application consist of applying liquid 20-20-20 with micros, iron, pre-emergent, post emergent and insecticide to all St Augustine turf. Nitrogen will be 50% SRN at a rate of 0.5 lbs per 1,000 sf. December application will not contain pre-emergent weed control.

May & October turf applications consist of applying granular 21-0-6 with 50% SRN to all St Augustine turf at a rate of 1.0 lbs per 1,000 sf.

Turf IPM's consist of spot spraying for weeds, insects, sedge and fungus as needed.

Hort IPM's consist of spot spraying for insects and disease as needed. Will also apply additional nutrients as needed if necessary and allowed by county laws.

Plant/Shrub applications consist of applying granular 8-0-10 with 50% SRN and micros to all non-native plants/shrubs/bloomers at a average rate of 1.0 lbs per 1000 sq ft.

Palm tree fertilization consist of applying 8-2-12-4 SR to most palm trees at a rate determined by the size of tree. Sabal and Eureka palms trees are **not** included in this application.

ANNUAL GRAND TOTAL: \$38,004.00* MONTHLY TOTAL: \$3,167.00

ADDITIONAL SERVICES

(NOT INCLUDED IN ANNUAL GRAND TOTAL)

PRICE

Mulch - 3 cu ft bag - Installed (per bag) \$6.05

Annual Flowers: 4.5 inch pot. Bed Prep, installation, fertilization and fungicide. (per flower) \$3.10

Tree Pruning: Varies depending on type, size and quantity of trees. Per Quote

Palm Pruning: Varies depending on size of palm tree. Per Quote

| | |
|--------------------------------|--|
| CLIENT NAME: | Wiggins Bay Foundation |
| BILLING ADDRESS: | 5629 Strand Blvd Suite 412, Naples, FL 34110 |
| PROPERTY CONTACT: | Mike Dean - CAM |
| PROPERTY CONTACT EMAIL: | mike@paramountproperty.com |
| PROPERTY CONTACT PHONE: | 239.944.5440 |
| CONTRACT EFFECTIVE DATE: | October 1, 2025 |
| CONTRACT EXPIRATION DATE: | September 30, 2026 |
| INITIAL TERM: | 1 Year Agreement with auto renewal |
| PROPERTY NAME: | Wiggins Bay Foundation |
| PROPERTY ADDRESS: | 520 Wiggins Bay Drive, Naples, FL 34110 |
| CONTRACTOR: | Yellowstone Landscape 2360 Catawba Street, Naples, FL 34120 |
| YELLOWSTONE CONTACT: | Tom Huke - Business Development Manager |
| YELLOWSTONE CONTACT EMAIL: | thuke@yellowstonelandscape.com |
| YELLOWSTONE CONTACT PHONE: | 317.440.9087 |
| YELLOWSTONE SCOPE OF SERVICES: | The Client agrees to engage Yellowstone Landscape to provide the services and work as described. |

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$38,004.00** annually, in equal monthly installments billed in the amount of **\$3,167.00** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. Charges for plant materials and ground coverings are subject to change based on market price fluctuations.

The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by: Wiggins Bay Foundation

Printed Name: Ty Rentz - Branch Manager
Date:

Printed Name: Mike Dean - CAM
Date:



TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% or the annual CPI percentage increase, whichever is greater, at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to the address indicated on the invoice. In addition, if the Services include pricing for work including, but not limited to, mulch, pine straw, chemicals, flowers, irrigation or any other type of seasonal or periodic work ("Periodic Work"), and this Agreement is terminated early for any reason, whether during the Initial Term or any subsequent term after such work has been performed, Client shall owe Yellowstone for the full contract value of such Periodic Work, notwithstanding any agreement to spread such payment over a longer period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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THANK YOU FOR YOUR TRUST

We look forward to working with you!

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