DPFG
Management & Consulting, LLC
250 International Parkway, Suite 280
Lake Mary, Fl. 32746
321-263-0132

STONEBRIER COMMUNITY DEVELOPMENT DISTRICT

Agenda Package

Board of Supervisor Regular Meeting

Date & Time:

Thursday,
December 12, 2019
6:30 PM

AVID Management
2906 Busch Lake Blvd,
Tampa, FL

Note: The Advanced Meeting Package is a working document and all materials are considered DRAFTS prior to presentationn and Board acceptance, approval or adoption.

Stonebrier Community Development District

DPFG Management & Consulting, LLC

[X] 250 International Parkway, Suite 280
Lake Mary FL 32746
321-263-0132 Ext. 4205

[ ] 15310 Amberly Drive, Suite 175
Tampa, Florida 33647
813-374-9105

Board of Supervisors
Stonebrier Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Stonebrier CDD is scheduled for **Thursday, December 12, 2019** at **6:30 P.M.** at **AVID Management, 2906 Busch Lake Blvd, Tampa, FL.**

The advanced copy of the agenda for the meeting is attached, along with associated documentation for your consideration. Any additional support material will be forward to you under separate cover or distributed at the meeting.

The balance of the agenda is routine in nature and staff will present their reports at the meeting. In the meantime if you have any questions, please contact me.

Sincerely,

Patricia Comings-Thibault

Patricia Comings-Thibault
District Manager

Enclosure

Cc: District Attorney
District Engineer
District Records
Developer

District: **STONEBRIER COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, December 12, 2019
Time: 6:30 PM
Location: AVID Management
2906 Busch Lake Blvd, Tampa,
FL

Dial-in Number: 712-775-7031
Guest Access Code: 109-516-380

Agenda

I. Roll Call

II. Audience Comments

III. Vendor Reports

A. Aquatic Systems – Waterway Inspection Report - October — Exhibit 1

B. DPFG Field Operations Report — Exhibit 2

- Monthly Landscape Maintenance Visual Scorecard

IV. Consent Agenda

A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held November 14, 2019 — Exhibit 3

B. Consideration for Acceptance - The October 2019 Unaudited Financial Report — Exhibit 4

C. Ratification of Green Thumb Unlimited Mulch or Rock Installation Proposal - $13,320.00 *(Board Approved NTE $16,340.00)* — Exhibit 5

D. Ratification of Yellowstone 2019 Winter Annual Rotation Proposal - $6,687.50 — Exhibit 6

V. Business Items

A. Consideration & Approval of Yellowstone Landscape Agreement — Exhibit 7

B. Consideration of Yellowstone Washingtonian Palm Tree Replacements Proposal - $2,493.00 — Exhibit 8

V. Business Items (continued)

C. Consideration of Monument and Columns Pressure Washing & Painting Proposals — Exhibit 9

- Shazam

  1. Column Painting - $7,700.00
  2. Monument Painting - $3,950.00

- CertaPro Painters

  1. Column Painting and Pressure Washing - $275 each - $18,425.00
  2. Monument Painting and Pressure Washing - $9,250.00

D. Consideration of Blue Wave Light Proposals Summary — Exhibit 10

E. Consideration of Decorating Elves Proposal Summary — Exhibit 11

F. Consideration & Approval of Easement Encroachment Agreement – 3045 Winglewood Circle — Exhibit 12

G. Discussion of Stonebrier Pond Cut Back — Exhibit 13

- Flatwoods Environmental Proposal - $7,335.90
- Yellowstone Proposal - $8,850.00

H. Discussion of Poinsettia Purchase

VI. Staff Reports

A. District Manager

B. District Attorney

C. District Engineer

VII. Supervisors Requests

VIII. Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

IX. Adjournment

EXHIBIT 1

Aquatic Systems
LAKE & WETLAND SERVICES

Stonebrier CDD
Waterway Inspection Report

Reason for Inspection: Scheduled-recurring

Inspection Date: 12/4/2019

Prepared for:

Ms. Patricia Thibault, Senior District Manager
DPFG
250 International Parkway
Lake Mary, FL 32746
d

Prepared bd d

Patrick Brophy, Account Representative/Biologist

Aquatic Systems, Inc. - Wesley Chapel Field Office

Corporate Headquarters

2100 N.W. 33rd Street, Pompano Beach, FL 33069

1-800-432-4302 **d**

TABLE OF CONTENTS

Pg

SITE ASSESSMENTS

PONDS D1, D3, & J ____ 3

PONDS M2, T, & TZ ____ 4

PONDS W, X, & Y ____ 5

PONDS Z ____ 9

MANAGEMENT/COMMENTS SUMMARY ____ 9-10

SITE MAP ____ 11

Site: D1

Comments:

Treatment in progress

Positive results were noted from a treatment in progress for Slender Spikerush and Spatterdock. The condition will continue to be monitored.

Action Required:

Re-inspect next visit

Target:

Submersed vegetation

Site: D3

Comments:

Treatment in progress

Positive results are being observed for a submersed weed treatment that is in progress. The condition will continue to be monitored during future visits.

Action Required:

Re-inspect next visit

Target:

Submersed vegetation

Site: J

Comments:

Normal growth observed

Submersed and emergent shoreline weed growth were considered to be minimal overall. Nuisance weeds among the Canna require spot spraying.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds

Site: M2

Comments:

Normal growth observed

Growth of floating Salvinia and Water Lettuce were observed sporadically along the perimeter, intermixed with Torpedograss, both will require management.

Action Required:

Routine maintenance next visit

Target:

Floating Weeds

Site: T

Comments:

Normal growth observed

High clarity was observed in the open water of the lake. Slender Spikerush growth that has detached from the lake bottom (left) requires treatment.

Action Required:

Routine maintenance next visit

Target:

Submersed vegetation

Site: TZ

Comments:

Site looks good

Positive results were observed from the continued treatment of Southern Watergrass in the littoral shelf. No filamentous algae was observed in open water

Action Required:

Re-inspect next visit

Target:

Shoreline weeds

Site: W

Comments:

Normal growth observed

Positive results were noted from the treatment of nuisance shoreline vegetation. Growth of Spatterdock outside the littoral shelf will be managed down to approximately 30% coverage.

Action Required:

Routine maintenance next visit

Target:

Floating Weeds

Site: X

Comments:

Site looks good

The open water was considered to be in excellent condition. Traces of nuisance shoreline vegetation will require treatment during future maintenance visits.

Action Required:

Re-inspect next visit

Target:

Shoreline weeds

Site: Y

Comments:

Normal growth observed

Cattails in the littoral shelf were observed responding positively to recent treatments. Traces of filamentous algae growth in the open water require treatment.

Action Required:

Routine maintenance next visit

Target:

Surface algae

Site: Z

Comments:

Site looks good

Gulf Spikerush continues to thrive and spread in the littoral shelf. Minor nuisance intrusion of Torpedograss into the native plants require spot spraying.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds

Management Summary

The waterway inspection for Stonebrier CDD was performed on December 4th, 2019 for Sites D1, D3, J, M2, T, TZ, W, X, Y, and Z.

Site D1: Positive results were noted from a treatment in progress for Slender Spikerush and Spatterdock. The condition will continue to be monitored.

Site D3: Positive results are being observed for a submersed weed treatment that is in progress. The condition will continue to be monitored during future visits.

Site J: Submersed and emergent shoreline weed growth were considered to be minimal overall. Nuisance weeds among the Canna require spot spraying.

Site M2: Growth of floating Salvinia and Water Lettuce were observed sporadically along the perimeter, intermixed with Torpedograss, both will require management.

Site T: High clarity was observed in the open water of the lake. Slender Spikerush growth that has detached from the lake bottom requires treatment.

Site TZ: Positive results were observed from the continued treatment of Southern Watergrass in the littoral shelf. No filamentous algae was observed in open water

Site W: Positive results were noted from the treatment of nuisance shoreline vegetation. Growth of Spatterdock outside the littoral shelf will be managed down to approximately 30% coverage.

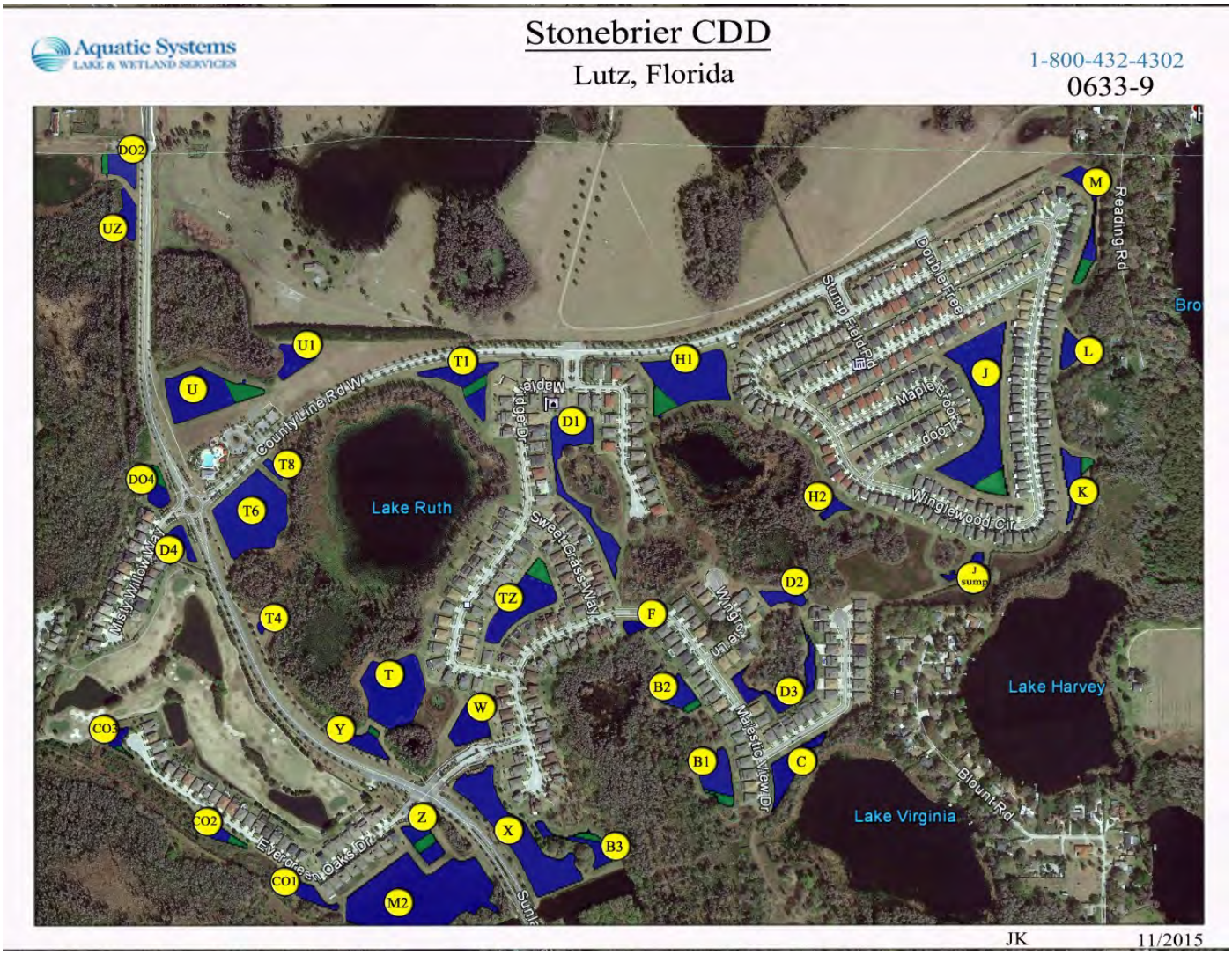
Site X: The open water was considered to be in excellent condition. Traces of nuisance shoreline vegetation will require treatment during future maintenance visits.

Site Y: Cattails in the littoral shelf were observed responding positively to recent treatments. Traces of filamentous algae growth in the open water require treatment.

Site Z: Gulf Spikerush continues to thrive and spread in the littoral shelf. Minor nuisance intrusion of Torpedograss into the native plants require spot spraying.

Thank you for choosing Aquatic Systems, a SOLitude Lake Management Company!!!

Site	Comments	Target	Action Required
D1	Treatment in progress	Submersed vegetation	Re-inspect next visit
D3	Treatment in progress	Submersed vegetation	Re-inspect next visit
J	Normal growth observed	Shoreline weeds	Routine maintenance next visit
M2	Normal growth observed	Floating Weeds	Routine maintenance next visit
T	Normal growth observed	Submersed vegetation	Routine maintenance next visit
TZ	Site looks good	Shoreline weeds	Re-inspect next visit
W	Normal growth observed	Floating Weeds	Routine maintenance next visit
X	Site looks good	Shoreline weeds	Re-inspect next visit
Y	Normal growth observed	Surface algae	Routine maintenance next visit
Z	Site looks good	Shoreline weeds	Routine maintenance next visit


Aquatic Systems
LAKE & WETLAND SERVICES
Stonebrier CDD
Lutz, Florida
1-800-432-4302
0633-9
Lake Ruth
Lake Harvey
Lake Virginia
County Line Rd W
Sweet Grass Way
Winglewood Cir
Reading Rd
Blount Rd
Majestic View Dr
Everoresh Oaks Dr
Misty Willow Way
Double Free
Stump Field Rd
Maple Brook Loop
DO2
UZ
U1
U
T1
H1
D1
T8
T6
DO4
D4
T4
TZ
F
T
W
Y
CO3
CO2
CO1
Z
X
B3
M2
B2
B1
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D3
D2
H2
J
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K
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J sump
JK
11/2015

EXHIBIT 2

STONEBRIER COMMUNITY DEVELOPMENT DISTRICT
DECEMBER 2019
FIELD INSPECTION REPORT

TABLE CONTENT

- Summary
- Landscape
  - Irrigation
  - Planting material
  - Areas of Improvement
- Hardscape
  - Amenity
  - Gate
- Repairs, Restoration
- Maintenance Map
- Scorecard

SUMMARY

- Overall the Stonebrier Monthly Inspection went very well. The Landscaping and Hardscape are in great Condition
- The plant beds are being well maintained. There is one plant bed that needs some work.
- The turf mow and maintenance is excellent.
- All trees were trimmed and no noticeable Irrigation breaks.

LANDSCAPE

Review of landscape services

STONEBRIER ROUND ABOUT

The Stonebrier round about is being well maintained.

CLUBHOUSE

- The Landscaping at the clubhouse looks very good.
- All Signs are up and hanging correctly.

TREES

The trees in the development have been trimmed.

TURF MOW

The turf is being well maintained.

MONUMENTS

- Stonebrier Monument and surrounding landscape looks very good.

MONUMENTS CONTINUED

- Smaller monuments and surrounding landscape look great

LANDSCAPE/SIGNS

The landscape looked very healthy. All of the signs were upright and not bent.

PLANT BEDS

- Landscaping lighting is working and Plant beds are being well maintained.

SIDEWALKS

- The sidewalks are cleaned and the surrounding turf is being cut properly.

WALKTHROUGH

- The Landscaping and monuments look great.
- Christmas lights look great.
- Turf mow looks great. Common areas are clean.

Stonebrier – Monthly Landscape Maintenance Visual Gradesheet

A. LANDSCAPE MAINTENANCE – Amenity Center	VALUE	Score	Comments
TURF MOW (grass height, patterns changed, free of grass clumps and landscape debris)	5	5	Turf looks great.
TURF FERTILITY (dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking)	15	15	
TURF EDGING (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)	5	5	
WEED CONTROL – TURF AREAS (reasonably free of weeds)	10	9	
Weed Control – Median Areas	10	9	
TURF INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	10	9	
PLANT FERTILITY (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	5	4	
WEED CONTROL – BED AREAS (reasonably free of weeds)	10	9	
PLANT BED INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	10	10	
PRUNING & TREE TRIMMING (15 feet over roadways, 8 feet sidewalks and elsewhere)	10	10	
CLEANLINESS (debris free, leaf litter, landscape debris)	10	10	
MULCHING (distributed appropriately, bare areas, recommended is 3”)	5	5	
WATER/IRRIGATION MANAGEMENT (report review, wet/dry areas, controllers adjusted for seasonal change and weather conditions)	15	15	
PRIOR MAINTENACE ITEMS ADDRESSED	5	5	

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	Score	Notes

VIGOR/APPEARANCE	**10**	9	The common areas are clean.
INSECT/DISEASE CONTROL	**10**	9	
DEADHEADING/PRUNING	**10**	10	
MAXIMUM VALUE	**155**	147	

Date 12/05/2019 Score: 148

Contractor Signature: Inspector Signature: Anderson D.

EXHIBIT 3

MINUTES OF MEETING
STONEBRIER
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Stonebrier Community Development District was held on Thursday, November 14, 2019 at 6:30 p.m. at Avid Management, 2906 Busch Lake Blvd., Tampa, Florida 33614.

FIRST ORDER OF BUSINESS – Roll Call

Ms. Thibault called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Analina Medina	Board Supervisor, Chairwoman
Avelino Vide	Board Supervisor, Vice Chairman
Brad Cornelius	Board Supervisor, Assistant Secretary
Zachery Campbell	Board Supervisor, Assistant Secretary
Emmanuel Ramos	Board Supervisor, Assistant Secretary

Also present were:

Patricia Thibault	District Manager, DPFG Management & Consulting
Tucker Mackie *(via phone)*	District Counsel, Hopping Green & Sams
Patrick Brophy	Aquatic Systems, Inc. Lake & Wetland Services
Jason Liggett	LMP Landscape

The following is a summary of the discussions and actions taken at the November 14, 2019 Stonebrier CDD Board of Supervisors meeting.

SECOND ORDER OF BUSINESS – Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS – Vendor Reports

A. Exhibit 1: Aquatic Systems – Waterway Inspection Report - October
B. Exhibit 2: DPFG Field Operations Report
   - Monthly Landscape Maintenance Visual Scorecard
C. Exhibit 3: LMP Landscape Report

> On a MOTION by Mr. Campbell, SECONDED by Mr. Cornelius, WITH ALL IN FAVOR, the Board approved the motion to authorize district staff to get a second proposal for mulching, with a not to exceed of $16,340.00, for the Stonebrier Community Development District.

FOURTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 4: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held October 10, 2019
B. Exhibit 5: Consideration for Acceptance – The September 2019 Unaudited Financial Report

> On a MOTION by Mr. Cornelius, SECONDED by Mr. Vide, WITH ALL IN FAVOR, the Board approved the consent agenda items A & B for the Stonebrier Community Development District.

FIFTH ORDER OF BUSINESS – Business Items

A. Discussion of Landscape Maintenance Proposals (Listed Alphabetically)

- BrightView
- Capital Land Management
- Down to Earth
- Green Expectations
- Greenview
- LMP
- Mainscape
- Trimac
- Yellowstone

The Board allowed each landscape vendor to present their proposal for landscape services. After discussion and the ranking of vendors; Yellowstone was ranked #1.

> On a MOTION by Mr. Cornelius, SECONDED by Mr. Campbell, WITH ALL IN FAVOR, the Board approved the motion to select Yellowstone and enter into contract negotiations for consideration at the December meeting for the Stonebrier Community Development District.

B. Exhibit 6: Presentation of the Stonebrier Community Development District $6,530,000 Special Assessment Refunding Bonds, Series 2016 (the "Bonds") Arbitrage Report

C. Exhibit 7: Consideration of Monument and Columns Pressure Washing & Painting Proposals

- CertaPro Painters - $9,250.00
- Shazam - $11,650.00

This item has been tabled to a subsequent meeting for further discussion.

D. Exhibit 8: Presentation of Ecological Consultants 15th Semi-Annual Monitoring Report

E. Exhibit 9: Discussion of LMP Invoice #145714 and Comparable Pricing Examples

- Pope's Water Systems Inc. - $7,785.00
- All Pro Pump Service - $7,273.00
- High Point Well Drilling - $7,967.00

> On a MOTION by Ms. Medina, SECONDED by Mr. Campbell, WITH Mr. Ramos Voting AYE and Mr. Cornelius and Mr. Vide Voting NAY, the Board approved the motion for the Stonebrier CDD to pay the competitive fair price of $8,044.00, which is the average of the four bids received, for the work that was needed and for DPFG and LMP to work out the remaining balance of $1,107.90 for the Stonebrier Community Development District.

SIXTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 10: Ratification of LMP Proposals

- LMP Proposal - $370.82 – Sunlake Blvd. & Mist Will Way
- LMP Proposal - $370.82 – W. Countyline Road.

On a MOTION by Mr. Campbell, SECONDED by Mr. Cornelius, WITH ALL IN FAVOR, the Board approved the consent agenda item A for the Stonebrier Community Development District.

SEVENTH ORDER OF BUSINESS – Staff Reports

A. District Manager

- Audit Committee's Recommendation for Auditor

  DiBartolomeo, McBee, Hartley & Barnes, P.A.

On a MOTION by Mr. Ramos, SECONDED by Mr. Vide, WITH ALL IN FAVOR, the Board accepted the audit committee's recommendation for DiBartolomeo, McBee, Hartley & Barnes, P.A. as the auditor for the Stonebrier Community Development District.

B. District Attorney

There being none, the next item followed.

C. District Engineer

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS – Supervisors Requests

Ms. Medina asked to ratify the refund from Amazon for the purchase of power packs that were used to replace the lights in the gates.

On a MOTION by Mr. Ramos, SECONDED by Mr. Vide, WITH ALL IN FAVOR, the Board ratified the refund from Amazon for the Stonebrier Community Development District.

NINTH ORDER OF BUSINESS – Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

There being none, the next item followed.

TENTH ORDER OF BUSINESS – Adjournment

Ms. Thibault asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Vide made a motion to adjourn the meeting.

On a MOTION by Mr. Vide, SECONDED by Mr. Cornelius, WITH ALL IN FAVOR, the Board adjourned the meeting for the Stonebrier Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature **Signature**

Printed Name

Printed Name

Title: □ **Secretary** □ **Assistant Secretary**

Title: □ **Chairman** □ **Vice Chairman**

EXHIBIT 4

Stonebrier
Community Development District

Financial Statements
(Unaudited)

Preliminary

Period Ending
October 31, 2019

Stonebrier CDD
Balance Sheet
October 31, 2019

	GENERAL FUND	DEBT SERVICE FUND 2016	TOTAL
ASSETS:			
CASH	$ 41,819	$ -	$ 41,819
INVESTMENTS:			
MMK ACCOUNT	364,671	-	364,671
12-MO CD matures March 3, 2019	103,170	-	103,170
REVENUE	-	134,806	134,806
RESERVE	-	226,405	226,405
PREPAYMENT	-	955	955
ASSESSMENTS RECEIVABLE	530,234	445,436	975,670
DEPOSITS	873	-	873
PREPAID ITEMS	9,152	-	9,152
TOTAL ASSETS	**$ 1,049,919**	**$ 807,602**	**$ 1,857,522**
LIABILITIES:			
ACCOUNTS PAYABLE	$ 12,725	$ -	$ 12,725
DUE TO OTHER FUNDS	-	-	-
DEFERRED REVENUE	530,234	445,436	975,670
FUND BALANCE:			
NON SPENDABLE (Deposits)	10,025	-	10,025
ASSIGNED:			
OPERATING CAPITAL	102,668	-	102,668
FY 2019 May 3, 2019 Report	353,855	-	353,855
UNASSIGNED	40,413	-	40,413
RESERVED FOR DEBT SERVICE	-	362,166	362,166
TOTAL LIABILITIES & FUND BALANCE	**$ 1,049,919**	**$ 807,602**	**$ 1,857,522**

Stonebrier CDD
General Fund
Statement of Revenue, Expenses and Changes in Fund Balance
For the period from October 1, 2019 through October 31, 2019

	FY 2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE		VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE					
ASSESSMENT - ON ROLL	$ 530,234	$ -	$ -	(a)	$ -
ASSESSMENT - ON-ROLL EXCESS FEES	-	-	-		-
FUND BALANCE FORWARD	75,000	-	-		-
INTEREST REVENUE	-	-	443		443
MISCELLANEOUS REVENUE	-	-	-		-
TOTAL REVENUE	**605,234**		**443**		**443**
EXPENDITURES					
ADMINISTRATIVE:					
BOARD OF SUPERVISORS SALARIES	12,000	1,000	600		400
PAYROLL TAXES - FICA & FUTA	918	77	46		31
PAYROLL SERVICE FEE	750	63	49		14
MANAGEMENT CONSULTING SERVICES	31,380	2,615	2,615		-
GENERAL ADMINISTRATIVE	3,765	314	314		-
GENERAL MASS MAILING	1,000	-	-		-
AUDITING	3,000	-	-		-
ASSESSMENT ADMINISTRATION	6,800	567	6,800		(6,233)
MISCELLANEOUS (print & bind, mtg rm, bank fees, misc supplies)	250	21	-		21
REGULATORY AND PERMIT FEES	175	175	175		-
LEGAL ADVERTISEMENTS	2,500	208	521		(312)
ENGINEERING SERVICES	8,500	708	-		708
LEGAL SERVICES	20,000	1,667	-		1,667
WEBSITE DEVELOPMENT & HOSTING	2,265	500	500		-
EMAIL	720	60	-		60
LIABILITY INSURANCE	7,693	7,693	7,175		518
MISCELLANEOUS SERVICES	500	42	3		39
TOTAL ADMINISTRATIVE	**102,216**	**15,708**	**18,797**		**(3,089)**
DEBT SERVICE ADMINISTRATION:					
TRUSTEE FEES	3,718	-	-		-
DISSEMINATION AGENT	1,500	1,500	1,500		-
ARBITRAGE	650	-	-		-
TRUST FUND ACCOUNTING	3,660	305	305		-
TOTAL DEBT SERVICE ADMINISTRATION	**9,528**	**1,805**	**1,805**		**-**
FIELD OPERATIONS:					
PROPERTY TAXES (Streetlights)	17,000	-	-		-
ENTRY WALLS & MAINTENANCE	2,500	208	-		208
ELECTRICITY	7,800	650	186		464
POND & LAKE MAINTENANCE	25,290	2,108	1,820		288
MITIGATON MONITORING	2,200	1,100	1,700		(600)
MITIGATON MAINTENANCE	4,400	-	-		-
LANDSCAPE MAINTENANCE	210,639	17,553	17,553		-
LANDSCAPE RENEW & REPLENISHMENT	10,000	833	-		833
LANDSCAPE IRRIGATION	8,600	717	739		(23)
MISC FIELD EXP - REPAIRS, PRESSURE WASH & OTHER MISC	15,000	1,250	-		1,250
SIGNAGE	250	21	-		21
PUMP REPAIRS	-	-	-		-
HOLIDAY DECORATIONS	10,250	5,125	5,125		-
SECURITY PATROL	-	-	-		-
CAPITAL PROJECTS (Storm Pipe Repair, Pump Install)	90,000	-	-		-
RUST CONTROL	-	-	-		-
MISCELLANEOUS FIELD EXPENSE (RESERVE STUDY)	-	-	-		-
CONTINGENCY	4,861	405	52		353
TOTAL FIELD OPERATIONS	**408,790**	**29,970**	**27,176**		**2,794**
TOTAL EXPENDITURES BEFORE FUND BALANCE RESERVE	**520,534**	**47,483**	**47,777**		**(295)**

Stonebrier CDD
General Fund
Statement of Revenue, Expenses and Changes in Fund Balance
For the period from October 1, 2019 through October 31, 2019

	FY 2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
RENEWAL & REPLACEMENT RESERVE	**84,700**	**-**	**-**	**-**
TOTAL EXPENDITURES	**605,234**	**47,483**	**47,777**	**(295)**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**-**	**(47,483)**	**(47,334)**	**149**
FUND BALANCE - BEGINNING	531,741	531,741	554,295	554,295
INC. IN RESERVE FOR R&R	84,700	-	-	-
FUND BALANCE FORWARD	(75,000)	-	-	-
FUND BALANCE ENDING	**$ 541,441**	**$ 484,258**	**$ 506,961**	**$ 554,444**

a) Annual Budget reported at Gross, Prorated Budget adjusted to Net and Actual is reported at Net. Prorated Budget is adjusted to net and reflects the following percentage of the Annual Budget for the respective reporting period: November = 10%, December = 60%, January = 70%, February = 80%, March = 90% and April = 100%. Assessments become delinquent on April 1st.

Renewal & Replacement (Reserve)		
FY '19 May 3, 2019 Report	$	461,569.00
Irrigation	$	(14,425.00)
Erosion	$	(68,295.00)
FY 2018 Well Drilling	$	(24,994.00)
Total	**$**	**353,855.00**

Stonebrier CDD
Series 2016 Debt Service
Statement of Revenue, Expenses and Changes in Fund Balance
For the period from October 1, 2019 through October 31, 2019

	FY 2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
ASSESSMENTS ON-ROLL	$ 473,870	$ -	$ - (a)	$ -
INTEREST - INVESTMENTS	-	-	53	53
DISCOUNT (ASSESSMENT)	(18,955)	-	-	-
TOTAL REVENUE	**454,915**		**53**	**53**
EXPENDITURES				
COUNTY COLLECTION FEES (ASSESSMENT)	9,477	-	-	-
INTEREST EXPENSE	195,138	-	-	-
PRINCIPAL RETIREMENT - MAY 1, 2019	250,000	-	-	-
PREPAYMENT	-	-	-	-
TOTAL EXPENDITURES	**454,615**			
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**300**	**-**	**53**	**53**
OTHER FINANCING SOURCES (USES)				
BOND PROCEEDS	-	-	-	-
TRANSFER IN (OUT)	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	**-**	**-**	**-**	**-**
FUND BALANCE - BEGINNING	-	-	362,113	362,113
LESS FUND BALANCE FORWARD	-	-	-	-
FUND BALANCE ENDING	**$ 300**	**$**	**$ 362,166**	**$ 362,166**

a) Assessments on-roll budget reported at gross, budget year-to-date adjusted to net and actual asessments collected reported at net pending reconciliation of discount and

Stonebrier CDD
Bank Reconciliation - Operating Account
October 31, 2019

		Bank United
Balance Per Bank Statement	$	54,995.04
Less: Outstanding Checks		(13,176.16)
Adjusted Bank Balance	**$**	**41,818.88**
Beginning Cash Balance Per Books	$	38,880.23
Deposits		50,003.23
Cash Disbursements		(47,064.58)
Balance Per Books	**$**	**41,818.88**

STONEBRIER CDD

CHECK REGISTER

FY2020

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSITS	DISBURSMTS	BANK BALANCE
9/30/2019		**Bank United**				**38,880.23**
10/02/2019	ACH100219	TAMPA ELECTRIC	8/7-9/9 - 19420 Sunlake Bl Irr		32.30	38,847.93
10/02/2019	ACH100219.1	TAMPA ELECTRIC	8/7-9/9 - 19451 Sunlake Blvd.		186.56	38,661.37
10/02/2019	ACH100219	TAMPA ELECTRIC	8/7-9/9 - 19640 Sunlake Blvd		188.34	38,473.03
10/02/2019	100219	TAMPA ELECTRIC	8/7-9/9 - 3150 County Line Road W		19.08	38,453.95
10/02/2019	ACH100219	TAMPA ELECTRIC	8/7-9/9 - 19599 Double Tree Way		85.92	38,368.03
10/02/2019	ACH100219	TAMPA ELECTRIC	8/6-9/5 - 19231 Sunlake Blvd.		27.42	38,340.61
10/07/2019	9037	Landscape Maintenance Professionals, Inc.	Landscape Maint - October, Replace damaged plants		18,046.57	20,294.04
10/07/2019	9038	Suncoast Rust Control, Inc.	Rust Control - Sept		795.00	19,499.04
10/09/2019	1311	EGIS INSURANCE & RISK ADVISORS	Insurance FY 2020		7,175.00	12,324.04
10/15/2019	1312	ANALINA MEDINA	Light Power Supplies - Reimbursement		51.98	12,272.06
10/18/2019	692268	ANALINA MEDINA	BOS Mtg. - 10/10/19		184.70	12,087.36
10/18/2019	692269DD	AVELINO VIDE	BOS Mtg. - 10/10/19		184.70	11,902.66
10/18/2019	692267	BRADLEY CORNELIUS	BOS Mtg. - 10/10/19		184.70	11,717.96
10/18/2019	ACH101819	Innvative Employer Solutions	BOS Mtg. - 10/10/19		140.80	11,577.16
10/18/2019	9039	AQUATIC SYSTEMS, INC.	Lake & Pond Maint - Oct		1,820.00	9,757.16
10/18/2019	9035	DPFG MANAGEMENT CONSULTING, LLC	CDD Mgmt - October		3,233.33	6,523.83
10/18/2019	9041	GNP SERVICES, CPA	Arbitrage		500.00	6,023.83
10/18/2019	9040	HOPPING GREEN & SAMS, P.A.	Legal Svcs - August		1,084.00	4,939.83
10/18/2019		Bank United	Funds Transfer	50,000.00		54,939.83
10/23/2019	1313	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing - FY 2020		175.00	54,764.83
10/30/2019	9042	DPFG MANAGEMENT CONSULTING, LLC	Assessment Roll FY20, Dissemination & ADA Compliance		8,800.00	45,964.83
10/31/2019	1314	STONEBRIER CDD	Tax Collection Distribution c/o US Bank		3,686.40	42,278.43
10/31/2019	ACH103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		37.35	42,241.08
10/31/2019	ACH103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		141.35	42,099.73
10/31/2019	ACH103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		157.11	41,942.62
10/31/2019	AHC103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		19.08	41,923.54
10/31/2019	ACH103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		77.68	41,845.86
10/31/2019	ACH103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		30.21	41,815.65
10/31/2019		Bank United	Interest	3.23		41,818.88
10/31/2019		**Bank United**		**50,003.23**	**47,064.58**	**41,818.88**

EXHIBIT 5

Green Thumb Unlimited

Green Thumb Unlimited
6700 Industrial Ave
Port Richey, FL 34668
727-457-3460

Proposal

Sunday, December 01, 2019

Stonebrier CDD 20191127

Stonebrier CDD C/O DPFG

15310 Amberly Drive STE 175
Tampa, FL 33647
Work:813-418-7473

Salesperson: Eric Kopp
service@greenthumbunlimited.com

Worksite:
15310 Amberly Drive STE 175
Tampa, FL 33647

#	Item	Description	Qty	Cost
0		**Install Mulch or Rock** Deliver and install 360 yards of Pine bark mulch. Mulch all beds and tree rings along north and south side of W. County line rd. Starting from the columns on the bridge. Mulch all beds and tree rings along Sunlake blvd. Both sides of road. Exit at end of W. County line rd. Woodbridge entrance at evergreen oaks Wood side entrance at evergreen oaks Sandhurst entrance at misty willow way Waterbridge entrance at bailey flats Sweet grass entrance at stumpfield Excluding the clubhouse area. Install will take 2 days to complete. 360 yards @ 37.00 per yard	0	**$13,320.00**

Signature

12/2/19
Date

Subtotal:	$13,320.00
Tax:	$0.00
Total:	**$13,320.00**

Acceptance of this proposal represents a signed contract.
Credit card processing fee of 3% will be added if applicable.
Proposal is good for 30 days.

A 30% deposit may be required.

EXHIBIT 6

YELLOWSTONE LANDSCAPE

Proposal #38849
Date: 12/03/2019
From: Matthew Matos

Proposal For

DPFG
250 International Pkwy
Suite 200
Lake Mary, FL 32746

main:
mobile:

Location

21550 County Line Rd. W
Lutz, FL 33558

2019 Winter Annual Rotation

Terms:

Please see the price to install 5350 annuals (as noted in the contract) at $1.25 per 4" annual. We have tentatively scheduled in the install to take place on 12/24/2019. Once we have a signed proposal we can lock this date in. Please return the signed proposal as soon as possible. Thank you.

ITEM DESCRIPTION	Quantity
Winter Mix Rotation	5350.00

Client Notes

Patricia Tibault on behalf of Chairwoman Medina via attached email

Signature

x Patricia Tibault

SUBTOTAL	$6,687.50
SALES TAX	$0.00
TOTAL	$6,687.50

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Matthew Matos
mmatos@yellowstonelandscape.com

Patricia Thibault

From: Analina M. Medina <seat3@stonebriercdd.org>
Sent: Tuesday, December 3, 2019 5:19 PM
To: Patricia Thibault
Subject: Re: Stonebrier CDD 2019 Winter Annual Proposal

Approved! I'll sign and send back by EOW.

Sent from my iPhone

On Dec 3, 2019, at 10:38 AM, Patricia Thibault <patricia.comings-thibault@dpfg.com> wrote:

Chairwoman

Please see the attached proposal and advise as quickly as possible.

Patricia Thibault
DPFG
Senior District Manager
250 International Parkway, Suite 280
Lake Mary, FL 32746
Office (321)-263-0132; extension 4205
Cell (407) 221-9153

From: Perez, Brett <brettperez@yellowstonelandscape.com>
Sent: Tuesday, December 3, 2019 11:15 AM
To: Patricia Thibault <patricia.comings-thibault@dpfg.com>
Cc: Matos, Matthew <mmatos@yellowstonelandscape.com>
Subject: Stonebrier CDD 2019 Winter Annual Proposal

Patricia,
Please see the attached proposal for the 2019 Winter Annual Rotation at Stonebrier CDD. We have a hold on the install date, but will need a signed proposal to move forward in securing the date. Please let myself or Matt know if you have any further questions or comments. Thank you and have a great day.

Brett Perez | *Branch Manager- Tampa*
Yellowstone Landscape
30319 Commerce Dr. San Antonio, FL 33576
Ph: 813.223.6999 ext. 202 | Cell: 813.784.1162 | www.yellowstonelandscape.com

<20191203110356840.pdf>

EXHIBIT 7

AGREEMENT FOR THE PROVISION OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES BY AND BETWEEN THE STONEBRIER COMMUNITY DEVELOPMENT DISTRICT AND YELLOWSTONE LANDSCAPE, INC.

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of November, 2019, by and between:

STONEBRIER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and whose mailing address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 (the "District"); and

YELLOWSTONE LANDSCAPE, INC., a corporation authorized to do business in the State of Florida, whose address is 30319 Commerce Drive, San Antonio, Florida 33576 ("Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District was established by ordinance of the County Commission of Hillsborough County, Florida, for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

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

WHEREAS, Contractor 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 mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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 District desires that the Contractor provide professional landscape maintenance services within presently accepted standards. Upon the Parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.

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 as shown in Paragraph 3 of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor those described in the Standard Services Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference, and in this Agreement. Such services shall be performed in the areas designated on **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. The Contractor may perform additional services upon the written request of the District's Manager consistent with Paragraph 5(C) of this Agreement.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the 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 addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement, subject to the provisions of paragraph 5(C), below.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the 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 the Contractor's services.

i. The District hereby designates the District Manager to act as its representative.

Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to District to represent and act for Contractor and shall inform District, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitations of such authority. Contractor shall keep District

informed of any subsequent changes in the foregoing. The Authorized Representative, project managers, superintendents and/or supervisors for services provided herein are all subject to prior and continuous approval of the District. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, reasonably unacceptable to the District, Contractor shall replace the unacceptable personnel with personnel reasonably acceptable to the District.

The Contractor agrees that the Authorized Representative will meet with the District's representative on a monthly basis to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. In addition to any and all specific items addressed during such meetings, the Monthly Landscape Maintenance Gradesheet, attached hereto as **Exhibit C** and incorporated herein, shall be completed and executed by both the Authorized Representative and District's Representative at the conclusion of such meeting. The District may withhold payment in whole or in part to the extent necessary to reasonably protect the District, if significant performance deficiencies are documented per executed Gradesheet(s).

D. In the event that time is lost due to heavy rains or inclement weather ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but 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. Such repairs shall be at the Contractor's own expense unless the District agrees otherwise, in writing.

5. COMPENSATION; TERM.

A. As compensation for the services described in this Agreement, the District agrees to pay the Contractor an amount of not to exceed Seventeen Thousand Five Hundred Forty-Nine Dollars and Seventy-Five Cents ($17,549.75) per month for a total fee not to exceed Two Hundred Ten Thousand Five Hundred Ninety-Seven Dollars ($210,597.00) for the period of the Contractor's services, which shall commence on December 11, 2019, and shall continue through December 10, 2020, unless terminated earlier in accordance with Paragraph 13, below.

B. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

C. If the District should desire additional work or services, or to add additional lands to be maintained, the 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, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.

D. The District may require, as a condition precedent to making any payment to the 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 the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. The Contractor shall maintain records conforming to usual accounting practices. Further, the 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 thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than $1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and including, at a minimum, 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 (one million dollars) 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 the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insureds. The 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 coverages, 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 the 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, the 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. Obligations under this paragraph shall include the payment of third-party settlements, judgments, damages, penalties, forfeitures, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any third party for injuries, death, property damage or damages of any nature, arising out of, or in connection with, the work to be performed by Contractor under this Agreement, including litigation or any appellate proceedings with respect thereto. 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 Statut*es, or other law. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

8. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the Services.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, or ordinances. If the 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 the 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 for cause as provided in Section 14 and such termination is to be effective immediately upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the 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 for cause as provided in Section 14 and such termination is to be effective immediately upon the giving notice of termination.

11. 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.

12. 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.

13. 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.

14. TERMINATION. The Contractor may terminate this Agreement with or without 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. The District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause upon thirty (30) days written notice of termination. Upon any termination of this Agreement, the 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 the Contractor.

15. 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 the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. Any purported assignment without such prior written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.

18. 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.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the 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.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

21. 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 the Contractor.

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

23. 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: Stonebrier Community Development District

15310 Amberly Drive, Suite 175
Tampa, Florida 33647
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Tucker F. Mackie, District Counsel

B. If to the Contractor: Yellowstone Landscape, Inc.
30319 Commerce Drive
San Antonio, Florida 33576
Attn: Brett Perez, Branch Manager

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 the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other party 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.

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the 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 the 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 the Contractor and their respective representatives, successors, and assigns.

25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

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 Patricia Comings-Thibault ("**Public Records Custodian**"). Among other requirements and to the extent

applicable by law, the 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 the 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 the Contractor, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, patricia.comings-thibault@dpfg.com, OR 1060 MAITLAND CENTER COMMONS, SUITE 340, MAITLAND, FLORIDA 32751.

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 the Contractor as an arm's length transaction. The District and the 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, each party is 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.

[*remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

Attest: **STONEBRIER COMMUNITY DEVELOPMENT DISTRICT**

_____ _____
Secretary/Assistant Secretary Chairman, Board of Supervisors

Witness: **YELLOWSTONE LANDSCAPE, INC.**

_____ _____
(Signature of Witness) By:_____
Its:_____

_____
(Print Name of Witness)

Exhibit A – Standard Services Scope of Work
Exhibit B – Map of Service Areas
Exhibit C – Monthly Landscape Maintenance Gradesheet

EXHIBIT A: Standard Services Scope of Work

STONEBRIER
COMMUNITY DEVELOPMENT DISTRICT

DETAILED SPECIFICATIONS
Landscape and Irrigation Maintenance Services

The Specifications are provided on the Landscape Maintenance Map.

Please note the following when completing the proposal forms:

- Landscape and irrigation maintenance is to be provided along Sunlake Boulevard and County Line Road for all areas within the District boundaries and expressly includes the two medians within Sunlake Boulevard south of the bridge on the southern boundary of the District as identified in the Landscape Maps
- Pond bank mowing includes all District ponds and expressly includes Pond "U" located north of the Amenity Center and the ponds adjacent to the Heritage Harbor Golf and Country Club (the fenced-in parcel southeast of Sunlake Boulevard).
- Proposals should not include prices for the Amenity Center, the green area north of the Amenity Center or the play areas in Sweetgrass.
- All Community Village Entrances

The Work defined in this document is intended to be all encompassing, meaning this scope may specify maintenance requirements for grass, plants, trees, shrubs, or irrigation not specifically covered by any Agreement entered into between the Owner and the Business Partner. Any requirement contained herein but not specified in any Agreement issued by the Owner will be self-deleting.

The frequency at which insecticides and fertilizers are to be applied is specified herein and is considered to be the minimum requirement. The Business Partner is responsible for additional applications as deemed necessary by the Business Partner to maintain healthy and beautiful plantings. Fertilizers may need to be customized by the Business Partner as deemed necessary to accommodate existing soil conditions.

The Business Partner agrees to provide all labor, supervision, and equipment necessary to carry out the Work outlined in the Agreement. There shall be no variance from the requirements contained herein unless expressly stated through an addendum.

General Services

1. Mowing of all turf areas weekly in the months of April through September and bi-weekly in the months of October through March. The height of the cut will be set at approximately three inches. Mowing wet grass shall be avoided when possible. Mower blades must be sharp so that the cut grass edge is clean and not ragged.
2. Edging of all sidewalks, curbs, pathways and other paved surfaces will be done in conjunction with the mowing operations. Edging is to be defined as outlining and/or removing turf from the borders by use of a mechanical edger. (Does not include ponds.)
3. Trimming around obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, a string trimmer or other mechanical means.
4. Detailing of planted areas over the entire property will be performed every week in a sectional method. The detailing process will include trimming, pruning, and shaping of all

shrubbery, ornamentals and groundcover, removal of tree suckers as well as the defining of bed lines tree saucers, and the removal of unwanted vegetation.

General Services (Continued)

5. All plant beds will be kept reasonably free of weeds and excess growth with respect to site conditions and time of year. Weeding will be accomplished by hand pulling and/or herbicide application. All weeds in sidewalk or pavement areas will be chemically controlled or removed as required with Round-Up or equivalent at a ratio of 3 ounces per gallon of water.
6. Business Partner shall prune and trim all trees, bushes, shrubs, hedges, vines, etc. In the Areas to be maintained as needed and shall immediately remove the cuttings and trimmings and other debris from District property. All trees, shrubs, and other plant material that encroach on or obstruct any street, sidewalk, walkway, view of street, sidewalk or sign shall be trimmed by the Business Partner as needed or as directed by the District. Trees must be lifted and maintained to a minimum of fifteen (15) feet over all road surfaces, eight (8) feet over all sidewalks and pedestrian walkways and eight (8) feet elsewhere. (Large shade trees that cannot be adequately pruned from the ground are exempt from the pruning requirements of this section. These trees are not exempt from the lifting requirements of this section).
7. Palm trees will be pruned as needed to remove dead fronds, seed pods, loose boots and weak stalks or no less than every three (3) months.
8. Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.
9. Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees will be done as needed.
10. All turf, shrubs, ornamentals and groundcovers will be monitored for pests, disease and nutrient problems and treated accordingly when found.
11. Beds with mulch, bark, or chips will be replenished on an annual basis.
12. All landscape debris on curbs, sidewalks, paved areas, etc. generated by mowing shall also include immediately sweeping and/or blowing clippings off in a direction away from buildings, planting beds and cars. Clippings and debris shall never be blown into storm water inlets or ponds.
13. All areas shall be kept free of grass clumps and excess debris.
14. Inspection, cleaning and adjustment of irrigation system components on the property will be done on a monthly basis.
15. The Business Partner will haul away all landscape debris generated during the performance of this Scope of Work.

Turf Care - St. Augustine Sod

1. Apply six (6) applications of a custom blended fertilizer every other month.
2. Apply four (4) applications of insect control in the months of March/April, May/June, July/August and September/October.
3. Apply two (2) applications of disease control in the months of January/February, and November/December.
4. Supplemental/additional insecticide applications will be provided in addition to the normal preventative program as needed to provide control.
5. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus and associated disease problems.
6. All fertilizers utilized under this program will be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each

application. A sample of the soil product should be taken to determine best mix of fertilization at least twice (2) per year.
7. Additional applications of insecticide, if necessary, at no additional cost to Owner, will be done to control Chinch Bugs, Army Worms, Sod Webworms, and Grubs.
8. If after any application of fertilizer streaks, it will be re-applied at no charge to the Owner.

Turf Care – St. Augustine Sod (Continued)

9. Weeds of the broadleaf variety Sedge and "grassy" type in turf areas are to be eliminated by treatment spring and fall or as otherwise necessary on a more frequent basis as required to maintain healthy and beautiful grass.
10. Shrubs will be fertilized twice (2) annually with fertilizer and Merit or Athene for pest control. Granular or liquid products may be used depending upon weather conditions.
11. Fertilizer shall be customized as deemed necessary by the Business Partner to accommodate the existing soil conditions.
12. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Turf Care – Bahia Sod

1. Apply six (6) applications of a custom blended fertilizer every other month.
2. Apply applications of insect control as needed.
3. Apply applications of insect and disease control as needed.
4. Item 4 – 10 in listed for St. Augustine Sod also applies for Bahia.
5. Fertilizer shall be customized as deemed necessary by the Business Partner to accommodate existing soil conditions.
6. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Turf Warranty

If the grass covered under this turf care program dies, the affected grass will be replaced by the Business Partner at no charge to the Owner. However, the Business Partner's liability will be limited to conditions it can reasonably control. Conditions that are considered beyond the Business Partner's reasonable control are:

1. Nematodes, diseases, insects and weeds that are untreatable with currently available chemicals.
2. Lack of sufficient water due to municipality's failure to supply.
3. Acts of God.

Tree and Shrub Care

1. Apply two (2) applications of a custom blended fertilizer in February/March and September/October.
2. Apply applications of insect and disease control as needed.
3. Fertilization and control of insects and disease on shrub and palms trees is limited on plants up to twenty-five (25) feet. All trees over twenty-five (25) feet in height are specifically excluded from this scope of work.
4. Fertilizer shall be customized as deemed necessary by the Business Partner to accommodate the existing soil conditions.

5. Any time the Business Partner is applying fertilizer, herbicide, pesticide or any other landscape chemicals; they shall have at least one employee supervising this application who is certified in Best Management Practices by the University of Florida Institute of Food and Agricultural Sciences and the Florida Department of Environment Protection.
6. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Tree and Shrub Warranty

If a plant or tree dies from insect or disease damage it will be replaced with one that is of a similar variety and caliper acceptable to Owner and shall have a one-year warranty.

Exclusions to this warranty are:

1. Pre-existing uncorrectable conditions. Note: Business Partner accepts all pre-existing conditions unless Business Partner and Owner agree that uncorrectable conditions exist and establish an accounting of the uncorrectable conditions.
2. Nematodes, borers, and locusts.
3. Acts of God.
4. Diseases and insects that are untreatable with currently available chemicals. Note: Business Partner agrees to treat with success all diseases and insects unless the Business Partner and Owner agree that certain diseases and insects are untreatable and establish an accounting of the untreatable diseases and insects.
5. Soil contamination unless the soil has been contaminated by the Business Partner.

Bedding Plant Care

1. All annual bed planting on the property will be changed four (4) times per year during the months agreed to by the Owner and the Business Partner.
2. The contents of all annual beds on the property will be changed four (4) times annually; plant type will be dependent upon the growing season.
3. The District will establish a yearly plan for annual changes with the Business Partner.
4. Soil change will be completed twice per year in the months of April and October.
5. All beds will be cleaned and hand or machine cultivated prior to the installation of new plants.
6. A granular time-release fertilizer and a granular systematic fungicide will be added to the bedding soil at the time of installation.
7. Follow-up applications of fertilizer, fungicide and insecticide will be done as needed to maintain healthy and beautiful plants.
8. Fertilizer shall be customized as deemed necessary by the Business Partner to accommodate the
9. Existing soil conditions.
10. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Bedding Plant Warranty

Any bedding plant that dies due to insect damage or soil born disease will be replaced by the Business Partner under warranty at no charge to the Owner.

Exclusions to this warranty are:

1. Aerial diseases. **Note:** Business Partner agrees to treat with success all aerial disease unless the Business Partner and Owner agree that certain diseases are Untreatable and establish an accounting of the untreatable disease.
2. Acts of God
3. Soil contamination unless the soil has been contaminated by the Business Partner.
4. Freezing.
5. Theft or vandalism.

Bed Dressing

1. Cypress mulch or Pine nuggets will be provided and replenished as needed.
2. Additional mulch applications and/or mulch maintenance required by the Owner will be done by the Business Partner at a price and schedule negotiated by the parties.

Palm Tree Trimming

Palm trees are to be trimmed two (2) times annually to maintain a neat and quality appearance. All dead Palm Fronds should be trimmed and removed as needed. Palms may not be trimmed above the horizontal (3:00-9:00) positions and there shall be absolutely no "pin heading" of palms.

Irrigation - Maintenance/Service

1. **The Business Partner will perform the following inspection and maintenance services once monthly**:
    a. Activate and visually inspect each zone of the existing system.
    b. Visually inspect entire property for proper coverage.
    c. Visually inspect system and report to the Owner any heads, valve boxes, or other equipment in need of repair or replacement.
    d. Clean or adjust any heads not functioning properly.
    e. Adjust program controller to the watering needs as dictated by weather conditions.
    f. Assure proper operation of all control valves.
    g. Adjust heads for correct arc and rotation as necessary.
    h. Leave areas in which repairs or adjustments are made neat and free of debris.

2. **Repairs:**
    a. The Business Partner must obtain Owner approval of irrigation system repairs and component replacement before initializing such work.
    b. Upon authorization by the Owner, the Business Partner will proceed with such extra Work at a price negotiated by the parties. The negotiated prices shall be agreed upon between the Business Partner and Owner and a standard unit price list will be made a part of any Agreement resulting from this Scope of Work.

GENERAL CONDITIONS

The maintenance work will be done on a routine schedule that is sensitive to the overall function of the property.

1. All Work will be performed during the normal business week of the Business Partner (Monday through Friday) unless otherwise stipulated. All work shall be performed professionally in accordance with generally accepted horticultural principals.
2. The District's Independent Management Company that over sees the onsite management, currently Development Planning & Financing Group, Inc. will be the representative of the District for the purpose of verifying that work performed by Business Partner is done according to the signed Agreement.
3. Business Partner will maintain general liability insurance, property damage insurance, and worker's compensation insurance in amounts acceptable to the Owner at all times while performing the Work. Specific Owner insurance requirements will be specified in the actual Agreement between the Business Partner and Owner.
4. Business Partner will maintain at all times the necessary licenses in the state, county, or city having jurisdiction and any permits required in performance of the Work.
5. Business Partner will comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of September 24, 1965, the Americans with Disabilities Act and other equal employment opportunity legislation.
6. All work performed shall be in strict accordance with the Owner's specifications and all local municipalities and government agencies' requirements, including State/Federal EPA, FDEP, State of Florida codes, ordinances and Statutes.
7. Business Partner shall pay all local, state and federal taxes. If any, applicable to this Agreement, the Services performed pursuant to this Agreement, and the compensation paid to the Business Partner.
8. Business Partner will reimburse Owner for damages by Business Partner to personal and/or real property due to Business Partner's negligence. The Business Partner shall be solely responsible for all damages, injury or destruction to persons (including death) or property that occurs as a proximate result of any act, omission or negligence of the Business Partner, or its agents, officers, directors, and employees, and the Business Partner shall defend, indemnify and hold harmless the District there from.
9. Business Partner shall notify the Owner and the Owner shall secure the approval of those residents whose real property the Business Partner shall require access to in the course of performing work under this Scope of Work.

QUALITY AND INSTALLATION STANDARDS

1. All labor and material is warranted for a period of one (1) year from the date of installation.
2. Business Partner will be responsible for correcting all deficiencies found by Owner's representatives within three (3) working days and prior to invoice submittal.
3. Owner's representative will physically inspect and approve all work within 48 hours of completion of the work.
4. Notwithstanding the above, before performing any work the Business Partner affirms that he has totally familiarized himself with plans and all general notes and requirements as specified. There shall be no deviation from plans unless authorized in writing. No extra work shall be allowed unless a prior written authorization is received from the Owner.

5. Business Partner will supply its own electric power as necessary unless otherwise instructed by Owner.
6. Business Partner will receive a Contract or Executed Proposal from Owner before beginning any work.

QUALITY AND INSTALLATION STANDARDS (Continued)

7. Business Partner may be fined up to $100.00 per day for non-conformances not corrected within a reasonable amount of time.
8. At all times, Business Partner must:
    a. Construct, operate, and maintain a safe and healthful work environment.
    b. Provide its employees the protective clothing, equipment, training, and safety devices necessary to insure compliance with relevant State and Federal Safety and Health standards.
9. Business Partner shall supply Owner with a chemical information list and all MSDS sheets prior to starting work and will update both on an annual basis.
10. Where applicable, Business Partner will provide Owner with a fall protection plan as required by the OSHA 1995 fall protection standards.
11. A Quality Control Checklist for proper grounds maintenance will be developed and completed by the Business Partner and submitted to the Owner each week.
12. The following shall not be allowed on Owner's property:
    a. Alcohol or illegal drugs of any kind.
    b. Loud or offensive music.
    c. Pets or animals.
    d. Firearms.
    e. Any non-employee under 18 years of age.

Enclosure A, Schedule of Services, as applicable to each Agreement

Business Partner shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Business Partner and District's standards. Compliance with Occupational Safety and Health Act (O.S.H.A.) All material, equipment, etc. to be used by the Business Partner in the performance of the Services shall conform to all OSHA requirements. The Business Partner shall defend, indemnify and hold harmless the District for any failure by the Business Partner to comply with those requirements.

Business Partner is responsible for the daily personal appearance of landscape personnel. Business Partner shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements. Landscape personnel are prohibited from carrying weapons of any kind, including but not limited to: firearms, nightsticks, martial arts weapons or equipment, batons or any chemical agent spray or liquid.

Business Partner shall agree to remove from the site, whenever required to do so by the District, any employee considered by District to be unsatisfactory or undesirable to the District, within the limits of any applicable laws.

Business Partner shall administer all cost accounting and billing relative to this contract.

Business Partner must have an emergency phone contact available twenty-four (24) hours per day for major irrigation repairs and leaks and the contact must speak and understand the English language fluently. Business Partner must be on-site within two (2) hours when notified of a major irrigation break as may be requested by the Stonebrier CDD.

Business Partner must attend every District meeting held on a monthly basis.

Business Partner must provide priority emergency clean up services after named storms.

Business Partner is responsible for providing a written report to the District within thirty days of start date of contract outlining any damage to the irrigation system. The District is responsible for any necessary repairs listed on the Business Partner's report.

Business Partner is responsible for providing a written report to District within thirty (30) days of start date of contract outlining any dead turf and/or plant material (trees in excess of fifteen feet height are excluded) present in the Areas to be Maintained. After day thirty (30), if the District has repaired the irrigation system as called for above, the Business Partner is responsible for replacement of any additional dead turf and/or plant material in the Areas to be Maintained that is not caused by age, non-Business Partner vehicle damage, vandalism, or Acts of God. As District replaces dead turf/plant material from Business

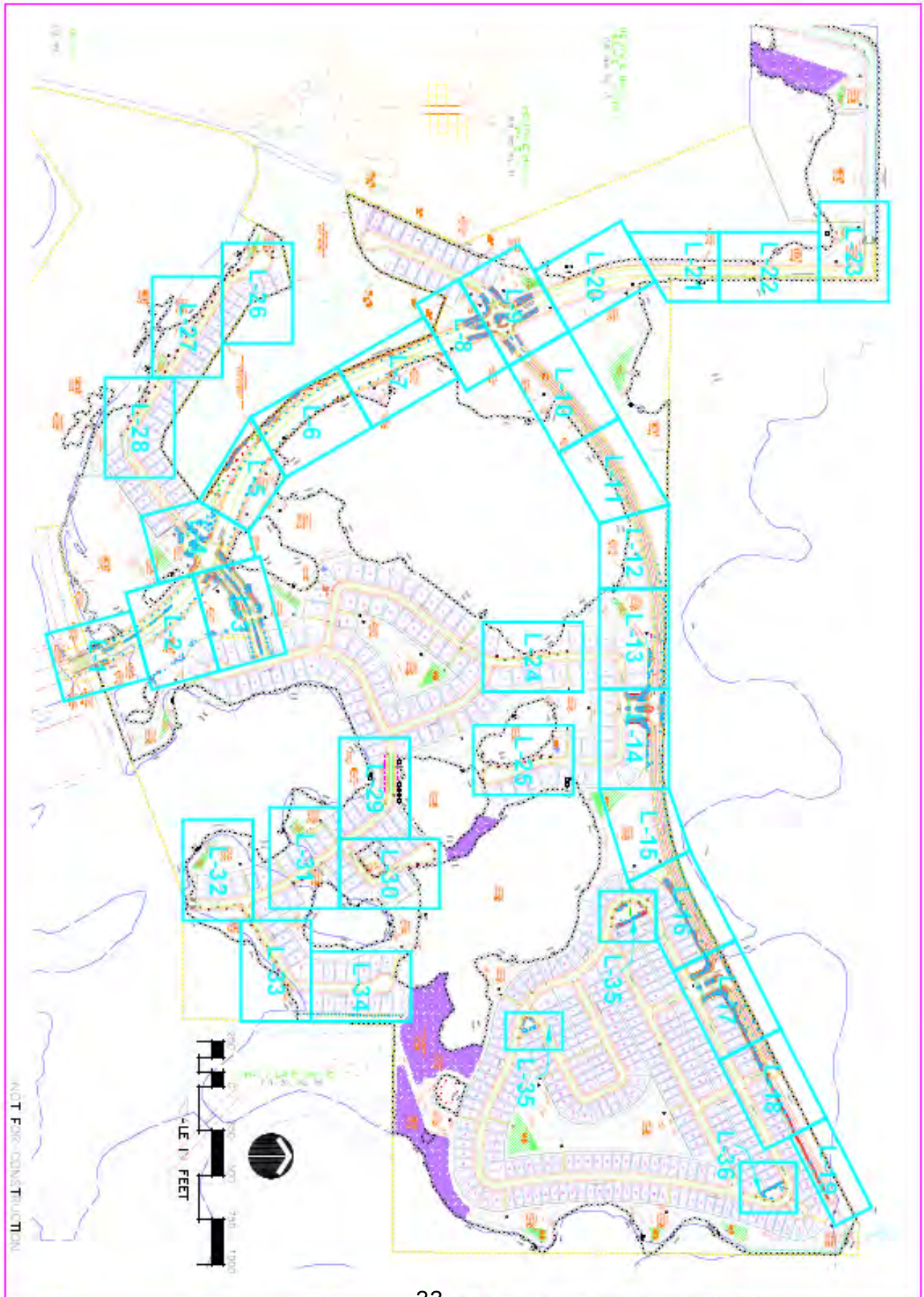
Partners report, Business Partner is responsible for providing photos or video proof that dead plant material was dead or distressed at the start of the contract period.

Business Partner shall assign an account manager to the property that shall be responsible for the on- site supervision of Business Partners personnel and services being rendered.

The account manager shall communicate with the District Manager at least weekly and such communication shall include, but not limited to the following:

1. Detailed weekly reports of work performed, and detailed and dated enumeration of problems encountered, during service performance, and recommendation for solution.
2. Detailed monthly irrigation reports from irrigation inspection.
3. Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge. All extra work that incurs a cost must be approved in advance.
4. Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge. All extra work that incurs a cost must be approved in advance.
5. All of the above reports and accounts will be delivered to the Community District Manager along with the invoice for the prior month's services; invoice will not be processed for payment until reports are received.

EXHIBIT B: MAP OF SERVICE AREA



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LANDSCAPE KEY SHEET

STONEBRIER SUBDIVISION

HILLSBOROUGH COUNTY, FL

GENESIS GROUP

CENTEX HOMES

WEST FLORIDA DIVISION

STONEBRIER

Conveyance and Gated Entry Maintenance Exhibit
Sheet 1 of 2

Hillsborough County

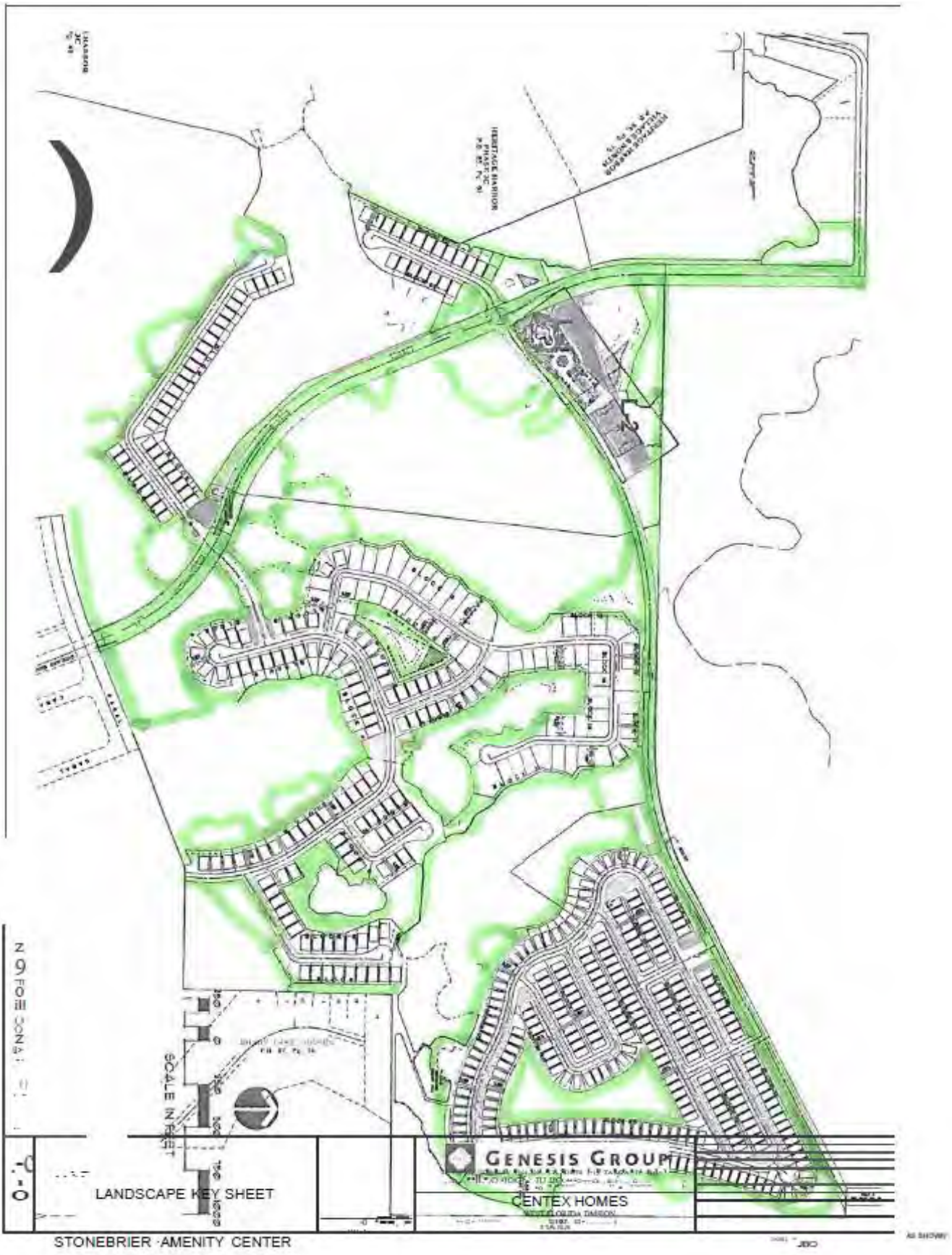
HEIDT DESIGN

STONEBRIER

Conveyance and Gated Entry Maintenance Exhibit
Sheet 2 of 2

Hillsborough County

HEIDT DESIGN


GENESIS GROUP
CENTEX HOMES
LANDSCAPE KEY SHEET
STONEBRIER AMENITY CENTER

Sunlake Blvd
Fontanar St
Alice Cir
-9183653.848, 3269192.952
gh County, Florida, Bruce Harris & Associates | Hillsbo

Heritage Harbor Pkwy
Pier Ct
Dr
Sunlake Blvd

EXHIBIT C: GRADE SHEET

VISUAL GRADESHEET

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF MOW (grass height, patterns changed, free of grass clumps and landscape debris)	**5**		
TURF FERTILITY (dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking)	**15**		
TURF EDGING (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)	**5**		
WEED CONTROL – TURF AREAS (reasonably free of weeds)	**10**		
TURF INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	**10**		
PLANT FERTILITY (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	**5**		
WEED CONTROL – BED AREAS (reasonably free of weeds)	**10**		
PLANT BED INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	**10**		
PRUNING & TREE TRIMMING (15 feet over roadways, 8 feet sidewalks and elsewhere)	**10**		
CLEANLINESS (debris free, leaf litter, landscape debris)	**10**		
MULCHING (distributed appropriately, bare areas, recommended is 3")	**5**		
WATER/IRRIGATION MANAGEMENT	**15**		
PRIOR MAINTENACE ITEMS ADDRESSED	**5**		

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION

VIGOR/APPEARANCE	**10**		
INSECT/DISEASE CONTROL	**10**		
DEADHEADING/PRUNING	**10**		
MAXIMUM VALUE	**145**		

Date_____Score:_____XX____

Contractor Signature:_____

Inspector Signature:_____

(Promote Consistent Maintenance – Landscape Failure at 86%. Deduction based on Quality of Maintenance)

EXHIBIT 8

Proposal #38905
Date: 12/04/2019
From: Matthew Matos

Proposal For

,
main:
mobile:

Location

21550 County Line Rd. W
Lutz, FL 33558

Property Name: Stonebrier CDD

Washington Palm Tree Replacements

Terms:

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
General Labor	1.00	$588.00	$588.00
Washingtonian Palm Tree	3.00	$635.00	$1,905.00

Client Notes

As asked a proposal to replace the three missing palms across the street from the Clubhouse on County Line Rd.

Price includes: Delivery/pick up, and labor.

SUBTOTAL	$2,493.00
SALES TAX	$0.00
TOTAL	$2,493.00

Signature

x

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Matthew Matos
Office:
mmatos@yellowstonelandscape.com

EXHIBIT 9

QUOTE

Shazam Construction, LLC

DATE: OCTOBER 2, 2019

Shazam Hera
6773 Waterton Drive
Riverview, FL 33578

813-385-4591

ShazamConstructionLLC@gmail.com

StoneBrier CDD

TO Raymond Lotito
Pressure wash/Paint Project

QUANITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Total: 67	Prime and Paint 67 Columns including lower walls in StoneBrier CDD		$6,700.00
	Pressure wash including chemical clean		$1,000.00
	Large Stonebrier Sign (Sunlake Blvd. & Evergreen Oaks Dr.)		
14	Waterbridge (Sunlake Blvd. & Evergreen Oaks Dr.)		
5	Woodside (Sunlake Blvd. & Evergreen Oaks Dr.)		
0	Sandhurst (Misty Willow Way & Sunlake Blvd.)		
20	Woodbridge (W. County Line Rd. & Bailey Flats)		
14 + 4	Sweetgrass (W. County Line Road & Stumpfield Way)		
10	Bridge with 5 on each side before the other neighborhood		
	All paint, materials and labor is included		
	Any problems with the paint, we will fix it guaranteed		
		SUBTOTAL	
		SALES TAX	
		TOTAL	$7,700.00

Make all checks payable to Shazam Construction, LLC

THANK YOU FOR YOUR BUSINESS!

QUOTE

Shazam Construction, LLC

DATE: OCTOBER 2, 2019

Shazam Hera
6773 Waterton Drive
Riverview, FL 33578

813-385-4591

ShazamConstructionLLC@gmail.com

StoneBrier CDD

TO Raymond Lotito
Pressure wash/Paint Project

QUANITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Prime and Paint Monuments in StoneBrier CDD		
	Pressure wash including chemical clean		$1,000.00
	Large Stonebrier Sign (Sunlake Blvd. & Evergreen Oaks Dr.)		$700.00
	Waterbridge (Sunlake Blvd. & Evergreen Oaks Dr.)		$450.00
	Woodside (Sunlake Blvd. & Evergreen Oaks Dr.)		$450.00
	Sandhurst (Misty Willow Way & Sunlake Blvd.)		$450.00
	Woodbridge (W. County Line Rd. & Bailey Flats)		$450.00
	Sweetgrass (W. County Line Road & Stumpfield Way)		$450.00
	All paint, materials and labor is included		
	Any problems with any of our work, we will fix it guaranteed		
		SUBTOTAL	
		SALES TAX	
		TOTAL	$3,950.00

Make all checks payable to Shazam Construction, LLC

THANK YOU FOR YOUR BUSINESS!

CertaPro Painters

EXTERIOR PROPOSAL

Independent Franchise Owner:
Terry Beamer
9266 Lazy Ln.
Tampa, FL, 33614
813-936-9242
Fax: 813 936-9172
1-800-462-3782
License #: PA2508

Job #: TB3FF900237
Date: 10/25/2019

Full Workers Compensation Coverage/$2,000,000 General Liability Insurance

DPFG Management & Consulting, LLC (Stonebrier Monuments)
Raymond Lotito (Stonebrier Monuments & Columns)
Stonebrier CDD
Lutz*, FL 33558
Phone: 813-418-7473
Cell: 813-220-6089
Email: raymond.lotito@dpfg.com

Special Notes:
CERTAPRO WILL USE A WATER TANK TO PRESSURE WASH ALL SURFACES

**THE COST FOR ADDITIONAL WORK WILL NEED TO BE APPROVED AND SIGNED OFF BY CUSTOMER PRIOR TO STARTING **

GENERAL DESCRIPTION:

Painting to: ENTRY BRIDGE, STONEBRIER SIGN, WOODBRIDGE, SANDHURST, WATERBRIDGE AND SWEETGRASS

QUESTIONABLE AREAS

Include	Exclude
	FENCING

PREPARATION

Washing:	To remove dirt, mildew and loose paint so the new finish coat will adhere properly.
Masonry:	Repair to all cracks, gaps and holes with elastemeric caulking or masonry patch as required.

PRIMING

	Surface Type/Area	Primer	Purpose
Conditioner:	Loxon sealer/primer to all masonry surfaces	Latex	For proper top coat adhesion,

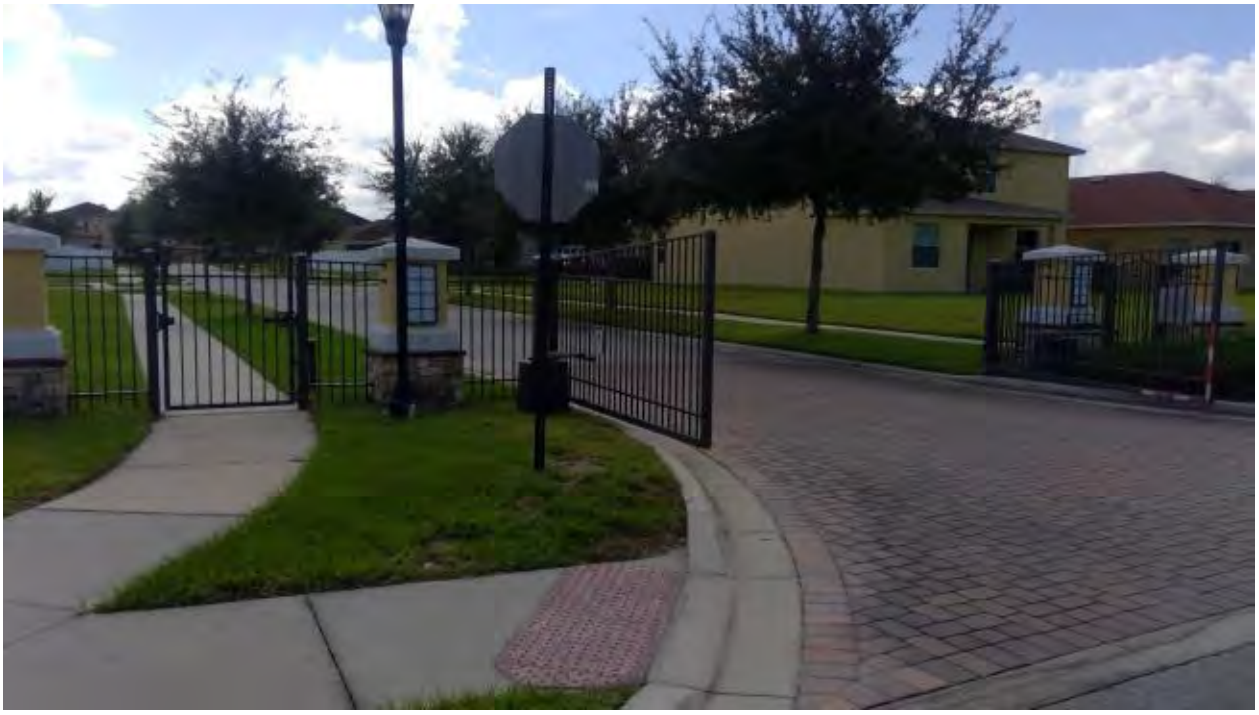
WOODSIDE

WATERBRIDGE
AT STONEBRIER

SANDHURST

WATERBRIDGE

SWEETGRASS



FINISH COATS

Surface Area	Manufacture/Paint Type	# Coats	Color
ALL SURFACES	SHERWIN WILLIAMS RESILIENCE SATIN	1 primer/sealer 1 finish	TBD

Clean Up: Daily and upon completion.

		All Labor, Paint, Materials:	$0.00
Included	**Optional Items**		
Yes	ENTRY BRIDGE	$1875.00	$1875.00
Yes	STONEBRIER LARGE SIGN AND WOODBRIDGE	$2475.00	$2475.00
Yes	WOODBRIDGE	$775.00	$775.00
Yes	SANDHURST	$400.00	$400.00
Yes	WATERBRIDGE	$1,975.00	$1975.00
Yes	SWEETGRASS	$1,750.00	$1750.00
		TOTAL	$9,250.00

Signature of Authorized Franchise Representative: _____ **Date:** _____

Payment is due: In Full upon Job Completion

(I/WE HAVE READ THE TERMS STATED HEREIN, THEY HAVE EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM.

SIGNATURE **Date**

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY HAVE SHOWN TO (ME/US) AND (I/WE) FIND THE JOB TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE.

SIGNATURE **Date**

EXHIBIT 10

Summary of Blue Wave Lighting Proposals

Vendor		No of Palm trees	Proposed No of lights/tree (5W spot)	Flag pole (5W Spot)	Proposed No of lights	Entrance Monuments (10 W Flood)	Proposed no of lights (1 per side)	Stonebrier Sign (10 W Flood)	Proposed No of Lights	Transformers Required	Color Temp	Price Quoted
Blue Wave Option 1		11	22	1	2	5	10	1	3	7	2800k	$12,500
Blue Wave Option 2		11	22	1	2	5	10	1	3	7	2800k	$14,350
Blue Wave Option 3		11	22	1	2	5	10	1	3	7	3000k	$18,250

Notes:

- 5W = 5 watt
- **Option 2 -** This option allows the light to change color. For example, lights could be changed to red, white and blue for the Fourth of July using Bluetooth technology
- **Option 3 -** uses the brightest lights. 15-watt spot lights on Palms, and Flag. 6-watt flood lights on entrance signs and 9 watt flood lights on Stonebrier sign

EXHIBIT 11

Summary of Decorating Elves
Electric Lighting Proposals

Vendor		No of Palm trees	Proposed No of lights/tree (10W LED)	Flag pole (wattage not specified	Proposed No of lights	Entrance Monuments (5) (Wattage not specified)	Proposed no of lights (2 per side)	Stonebrier Sign (Wattage not specified)	Proposed No of Lights	Transformers Required	Color Temp	Price Quoted
Decorating Elves (**Palm Trees and Flag pole)**		11	22	3	3					1 new voltage not specified	Not specified Varies	$5,563.00
Decorating Elves **(5 Monuments)**						4 premium light fixtures per monument				Transformers included in price	Not specified	5 monuments at 1,153.00 $5,765.00
Decorating Elves **(Stonebrier Sign)**								4 premium light fixtures for the monument	4 lights	Transformer included	Not specified	$1,153.00 each
										Total less $150.00 discount		**$12,331.00**

Notes: * adds lights to the north and south of the each palm tree

EXHIBIT 12

Prepared by and Return to:

Tucker F. Mackie, Esq.
Hopping Green & Sams P.A.
P.O. Box 6526
Tallahassee, FL 32314

EASEMENT ENCROACHMENT AGREEMENT

THIS EASEMENT ENCROACHMENT AGREEMENT ("**Agreement**") is made and entered into this ___ day of October, 2019, between the **STONEBRIER COMMUNITY DEVELOPMENT DISTRICT**, whose address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 ("**District**") and **JEFFREY R. DEZELAN AND LISA C. DEZELAN**, husband and wife, whose address is 3045 Winglewood Circle, Lutz, Florida 33558 (together, the "**Owner**").

RECITALS

WHEREAS, Owner currently owns a single-family residence on the following real property described as Lot 51, Block 15, Stonebrier Phase 4C according to the plat (the "**Plat**") recorded in Plat Book 119, Pages 38-44, of the public records of Hillsborough County, Florida (the "**Property**");

WHEREAS, the Property is encumbered by a 10' Drainage and Access Easement in favor of the District as depicted on the Plat as such easement is further described in that certain *Easement Agreement* dated September 1, 2013, and recorded at Book 22141, Pages 511 et seq. in the Official Records of Hillsborough County, Florida (the "**Easement Area**");

WHEREAS, Owner intends to install certain property improvements consisting of landscape hedges (the "**Improvements**"), which Improvements will extend into the Easement Area (the "**Encroachment**");

WHEREAS, Owner has requested written consent from the District to maintain, use, and enjoy the Encroachment upon a portion of the Easement Area; and

WHEREAS, the District is willing to grant such consent upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, District and Owner agree as follows:

1. The Recitals are true and correct and are incorporated herein by this reference thereto.

2. To the extent that the District has the right to do so, the District hereby grants consent to Owner to construct, maintain, operate, repair, modify, and use the Encroachment

within the Easement Area subject to compliance with the following terms and conditions:

A. Owner hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use maintenance, repair or replacement of the Encroachment.

B. The consent granted herein is limited exclusively to the proposed Encroachment (and specifically, the Improvements listed herein) upon the Property within the Easement Area.

C. Owner shall at all times conduct all activities on the Easement Area in such a manner as not to interfere with or impede the normal operation and maintenance of the District's drainage facilities.

D. Owner shall not construct, plant or create additional improvements of any kind outside of those Improvements specifically set forth herein, including but not limited to, fences, sheds, irrigation or drainage systems, utilities, decking, pole barns, driveways, pathways, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of the District.

E. Owner understands and agrees that the District may not have the authority to grant Owner permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which the District will not object, and that Owner will obtain permission for the Encroachment from third parties having an interest in the Property, including, but not limited to the Stonebrier Homeowners Association, Inc. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of the District under the provisions of the *Easement Agreement* dated September 1, 2013, and recorded at Book 22141, Pages 511 et seq. in the Official Records of Hillsborough County, Florida.

3. In the event that it is necessary for the District to access the Easement Area for any reason whatsoever, including but not limited to, accessing certain drainage improvements located within the Easement Area for maintenance purposes, Owner shall temporarily remove the Improvements located within the Easement Area, as directed by the District, at Owner's exclusive expense. Replacement of the Improvements, once allowed by the District, shall also be at the Owner's exclusive expense.

4. District shall have the right to terminate this Agreement, in addition to any other rights and remedies available to the District under this Agreement, at law or in equity, if Owner shall fail to comply with any term, covenant or condition of this Agreement and such failure is not cured within the thirty (30) days of written notice from the District. Additionally, the District shall have the right to terminate this Agreement without cause upon sixty (60) days of written notice from the District for any reason whatsoever. In the event that the District terminates this

Agreement for any reason whatsoever, Owner shall remove Owner's Improvements within thirty (30) days of written notice from the District.

5. Owner acknowledges that the Property abuts certain property owned by the District and affirm that they will undertake any measures necessary to ensure protection and restoration of such property as a result of the Improvements and Owner's use of the property on which the Encroachment is located. Owner hereby affirms the existence of the Easement Area and agrees to maintain the Easement Area, and affirms that they will undertake any measures necessary to ensure protection and restoration of any adjacent lakes, ponds, wetlands and buffer, including but not limited to erosion control, caused as a result of the Improvements and the Encroachment.

6. Owner hereby agreed to defend and indemnify the District against any and all loss, damage, or injury, including all judgments, liens, liabilities, claims, actions, suits, demands, debts and obligations by any person, corporation or other entity from or related to construction or maintenance of the Improvements and/or the Encroachment. 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

7. Nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

8. Owner may assign this Agreement to third parties upon written notice to the District.

9. This instrument and the covenants and agreements herein contained shall extend to and be binding upon Owner and the heirs, executors, personal representatives, successors and assigns of Owner.

[*remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

Attest:	**STONEBRIER COMMUNITY DEVELOPMENT DISTRICT**
_____	By: _____
(Signature of Witness)	Print: _____
	Its: _____
Witness:	**Lisa C. Dezelan**
_____	_____
(Signature of Witness)	
Witness:	**Jeffrey R. Dezelan**
_____	_____

EXHIBIT 13

FLATWOODS ENVIRONMENTAL

Flatwoods Environmental, LLC
30435 Commerce Drive Ste 102 | San Antonio, FL 33576
813.836.7940 | office@flatwoodsenv.com
www.FlatwoodsEnv.com

Proposal

Date 12/4/2019 **Proposal #** 28

Customer Information		Project Information Stonebrier CDD Conservation Mai...	
DPFG Inc Ray Lotito, District Manager 250 International Pkwy Suite 280 Lake Mary FL, Florida 32746 United States	**Contact** **Phone** 407-619-6185 **E-mail** ray.lotito@dpfg.com **Account #**	Stonebrier CDD Conservation Maintenance	**Proposal Prepared By:** Joe Hamilton **Type Of Work** Conservation

Flatwoods Environmental, LLC. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Cost
Utilization of Skid steer with either a forestry mulcher attachment or mower/bush hog to flush cut and mulch in place the conservation buffer of Lake Ruth along West County Line Rd.	7,335.90
Area to be maintained will mirror previously cutback shoreline. Measurements are 2,574 LF & 1.13 AC - See Map	
Est. Timeframe = 3 days	

Total $7,335.90

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 2019.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

County Line Rd W
Mapleridge Dr
Lake Ruth
Google Earth
© 2018 Google

Proposal #39133
Date: 12/06/2019
From: Matthew Matos

Proposal For

,
main:
mobile:

Location

21550 County Line Rd. W
Lutz, FL 33558

Property Name: Stonebrier CDD

County Line Pond Conservation Cutbacks

Terms:

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Brush, Tree, and Debris Removal Labor	1.00	$8,850.00	$8,850.00

Client Notes

As asked by DPFG a proposal to cutback the conservation areas around the pond on W. County Line Rd. as seen on the map from DPFG.

Proposal is to clear out small bushes, small trees, Brazilian pepper, and any unwanted vegetation up to wetland area.

We will not go beyond any marked jurisdictional areas or any areas that are too wet or unsafe to cutback and maintain.

Price includes: labor, clean up, and removal .

SUBTOTAL	$8,850.00
SALES TAX	$0.00
TOTAL	$8,850.00

Signature

x

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Matthew Matos
Office:
mmatos@yellowstonelandscape.com