

# STONEBRIER COMMUNITY DEVELOPMENT DISTRICT

## **Board of Supervisors**

Analina Medina, Chairman  
Michael Kiely, Vice Chairman  
Joseph Traugott, Assistant Secretary  
Kristyn Fada, Assistant Secretary  
Hari Joshi, Assistant Secretary

## **Staff:**

Mark Vega, District Manager  
Ryan Dugan, District Counsel  
Vasili Kostakis, District Engineer  
John Fowler, Inframark Field Service  
Natasha Sowani, District Accountant  
Diana Kapatsyna, Administrative Assistant

## **BUDGET WORKSHOP** **Monday, April 27, 2026 – 6:00 p.m.**

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- 1. Call to Order and Roll Call**
- 2. Discussion of Landscape Template**
  - A. Review of Landscape and Irrigation Maintenance Services RFP
- 3. Discussion of FY 2027 Budget**
- 4. Adjournment**

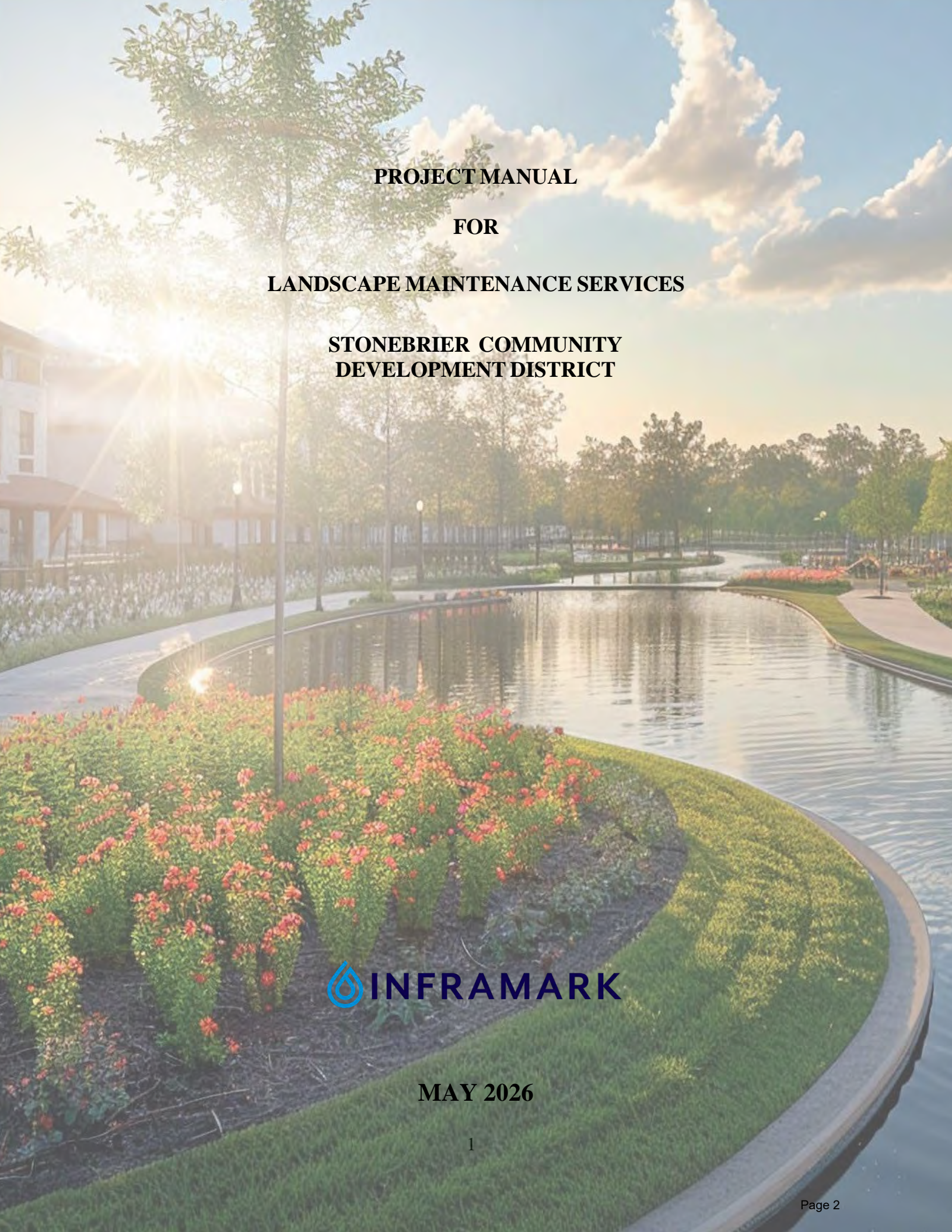
*The next regular Board meeting is scheduled for Thursday, May 14, 2026, at 6:00 p.m.*

### **District Office:**

Inframark c/o Stonebrier  
2005 Pan Am Circle, Suite 300  
Tampa, FL 33607

### **Meeting Location:**

Heritage Harbor Clubhouse  
19502 Heritage Harbor Parkway  
Lutz, FL 33558



**PROJECT MANUAL**  
**FOR**  
**LANDSCAPE MAINTENANCE SERVICES**  
**STONEBRIER COMMUNITY**  
**DEVELOPMENT DISTRICT**



**MAY 2026**

**STONEBRIER COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
LANDSCAPE MAINTENANCE SERVICES**

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**STONEBRIER COMMUNITY  
DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS AND NOTICE OF MEETING TO  
OPEN PROPOSALS**

Landscape & Irrigation Maintenance Services  
Hillsborough County, Florida

Stonebrier Community Development District (the “District”) hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance for Stonebrier Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual will be available beginning Monday, May 25, 2026, at 12:00 p.m. (EST) at the office of Inframark LLC., 2005 Pan Am Circle Suite 300 Tampa, Florida 33607, for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications, and site plan. Please make checks payable to Inframark LLC,. **NO CASH OR CREDIT CARD ACCEPTED.** The Field Inspection Coordinator shall be the contact person regarding the Project Manual. Mr. John Fowler can be reached by email at [jfowler@inframark.com](mailto:jfowler@inframark.com) or via phone at (656) 230-3197.

There will be a mandatory Pre-Proposal Meeting on Friday, May 29, 2026, at 12:00 p.m. (EST) at the office of Inframark LLC., 2005 Pan Am Circle Suite 300 Tampa, Florida 33607,. Failure to attend will preclude the District’s consideration of a proposal submitted by a non-attending proposer. The Project Manual will not be available for sale at the mandatory pre-proposal meeting, but will be available at the Inframark LLC. office at the Pan Am address stated above until Wednesday, June 3, 2026 at 12:00 p.m. (EST).

The District is a special-purpose unit of local government created by Chapter 190, Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) be authorized to do business in Florida and hold all required state and federal licenses in good standing, (ii) have at least five (5) years of experience with landscape maintenance projects of similar nature and size, with verifiable references on those projects, (iii) must submit total price for initial year along with an option for four (4) one (1) year renewals with price, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, and (v) be fully licensed and insured.

The District has the right to reject any, and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so, and the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal

notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, in accordance with the District's Rules of Procedure, within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the issuance of the Project Manual, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Inframark., 2005 Pan Am Circle Suite 300 Tampa, Florida 33607, Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to the evaluation criteria contained within the Project Manual at a meeting anticipated to be held on Thursday, July 9, 2026 at 6:00 p.m. (EST) at the Heritage Harbor Clubhouse, located at 19502 Heritage Harbor Parkway, Lutz, Florida 33588. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to John Fowler at [jfowler@inframark.com](mailto:jfowler@inframark.com), and Ryan Dugan at [ryan.dugan@kutakrock.com](mailto:ryan.dugan@kutakrock.com), no later than Thursday, June 11, 2026 at 5:00 p.m. (EST). Answers will be provided to all eligible proposers by Friday, June 12, 2026, at 5:00 p.m. (EST).

A District meeting to open the proposals will be held at Friday June 19, 2026, 12:00 p.m. (EST) at the office of Inframark., 2005 Pan Am Circle Suite 300 Tampa, Florida 33607. Firms desiring to provide services for this project must submit one (1) hard copy original, (1) additional hard copy and one (1) digital copy, in the form of a flash drive, of the required proposal no later than Friday June 19, 2026, 12:00 p.m. (EST), at the office of Inframark., 2005 Pan Am Circle Suite 300 Tampa, Florida 33607., Attention: John Fowler. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at a public meeting at the time, date and location stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. No official action of the District's Board will be taken at this meeting. It is held for the limited purpose of opening the proposals. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 873-7300 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8770, for aid in contacting the District Office. A copy of the agenda for these meetings may be obtained from the District Manager, Inframark., via email at [jfowler@inframark.com](mailto:jfowler@inframark.com) or by calling (813) 873-7300. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Stonebrier Community Development District  
Mr. Mark Vega, District Manager ([mvega@inframark.com](mailto:mvega@inframark.com))  
Publication Date: Friday, May 22, 2026

**STONEBRIER COMMUNITY DEVELOPMENT DISTRICT  
INSTRUCTIONS TO PROPOSERS  
LANDSCAPE MAINTENANCE SERVICES**

**1. DUE DATE.** Sealed proposals (“**Proposals**”) must be received by interested parties (“**Proposer**”) no later than Friday June 19, 2026, 12:00 p.m. (EST) , at the office of Inframark., 2005 Pan Am Circle Suite 300 Tampa, Florida 33607, Attention: John Fowler. Proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

**2. SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

<b>DATE</b>	<b>EVENT</b>
<b>May 22, 2026</b>	Notice of RFP Published & Posted
<b>May 25, 2026 at 12:00 pm (EST)</b>	RFP Available for Purchase at Inframark & Co., Inc. (AP)
<b>May 29, 2026</b>	Pre-Proposal Meeting
<b>June 11, 2026 at 5:00 pm (EST)</b>	Deadline for Questions
<b>June 19, 2026 at 12:00 pm (EST)</b>	Proposals Due/Public Opening, Inframark & Co., Inc. (AP)
<b>July 9, 2026 at 6:00 pm (EST)</b>	Board Meeting to Evaluate Proposals & Award Contract
<b>August 1, 2026</b>	Contract Start Date

**3. MANDATORY PRE-PROPOSAL MEETING.** There will be a mandatory pre-proposal meeting Friday, May 29, 2026, at 12:00 p.m. (EST) at Inframark & Company, Inc., 2005 Pan Am Circle Suite 300 Tampa, Florida 33607. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal. Additional information regarding this meeting may be obtained by contacting the District Manager, Mark Vega, at [mvega@inframark.com](mailto:mvega@inframark.com) or calling (813) 933-5571.

**4. SIGNATURE ON PROPOSAL.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

**5. FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that it shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from its own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF**

**ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

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

**7. PROJECT MANUAL.** The Project Manual will be available beginning Monday, May 25, 2026, at 12:00 p.m. (EST) at the office of Inframark & Company, Inc., 2005 Pan Am Circle Suite 300 Tampa, Florida 33607. Cost of the Project Manual is \$100.00. Checks must be made out to Inframark & Co., Inc. NO CASH OR CC ACCEPTED. Failure to purchase the Project Manual as specified herein will preclude the District's consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals and proposal and contract documents. Purchase of the manual is mandatory.

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

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

**10. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to John Fowler at [jfowler@inframark.com](mailto:jfowler@inframark.com) with an e-mail copy to Ryan Dugan, District Counsel, at [ryan.dugan@kutakrock.com](mailto:ryan.dugan@kutakrock.com). Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after Thursday, June 11, 2026 at 5:00 p.m. (EST) will not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

**11. SUBMISSION OF PROPOSAL.** Submit one (1) hard copy original, five (5) additional hard copies and one (1) digital copy, in the form of a flash drive, along with other requested attachments, at the time and place indicated herein, enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Stonebrier Community Development District – Landscape Maintenance RFP) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. Proposals must be hand delivered or delivered by an outside 3<sup>rd</sup> party carrier.

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

**13. PROPOSAL FORMS.** All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

**14. PROPOSAL INFORMATION.** All Proposals should include the following information, among other things described herein:

- A.** A completed and executed Proposal Form, with all its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B.** A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience and any certifications, (i.e., Certified Arborist, Certified Irrigation Technician, CPO, etc.) Proposer must guarantee that should certified professionals leave the company, another certified professional of the same discipline shall replace him within a reasonable amount of time, but no more than thirty (30) days..
- C.** Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D.** Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E.** At least three (3) references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address, and phone number of a contact person.
- F.** A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G.** Completed proposal pricing. All responses must itemize in their narrative, the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch & annual flowers,

including installation, should be provided but not included in the contract amount as this service shall be rendered at the discretion of the District's Board of Supervisors.

**15. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

**16. FINANCIALS.** In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

**17. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**18. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

**19. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; (4) attend the mandatory pre-proposal meeting, (5) must be in good financial standing with no history of bankruptcy or financial reorganization, and (6) be fully licensed and insured. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

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

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

**22. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the *Florida Statutes* will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

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

**24. BLACK OUT PERIOD/CONE OF SILENCE.** The blackout period is defined as between the time the Request For Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

**25. PRICING.** Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities, or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

**26. REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships, and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

**27. ADDITIONAL TERMS AND CONDITIONS.** No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through

intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

**28. NO CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS.** The District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The District may not give preference to a vendor based on the vendor's social, political, or ideological interests. Each solicitation for procurement of commodities or contractual services by the District will include a provision notifying vendors of these provisions.

**29. PROTESTS.** Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the Evaluation Criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the issuance of the Project Manual (**i.e., by no later than [BID PROTEST DEADLINE] 5:00 PM (EST)**), and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Stonebrier Community Development District, c/o: Inframark & Co., Inc., 2005 Pan Am Cir., Tampa, FL 33607, ATTN: Mark Vega, District Manager.** A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 20% of the anticipated total contract award (including the initial one-year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager, Inframark & Co., Inc., 2005 Pan Am Circle Suite 300 Tampa, Florida 33607

**STONEBRIER COMMUNITY  
DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL  
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**

**EVALUATION CRITERIA**

**1. Personnel (20 Points Possible) (\_\_\_\_ Points Awarded)**

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

**Management and Supervisory Personnel**

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

**Proposed Staffing Levels**

Landscape Maintenance staff will include; \_\_\_\_\_ laborers, \_\_\_\_\_ Supervisors, and \_\_\_\_\_ Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

2. **Experience**

(25 Points Possible) ( \_\_\_\_ Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Amount of Contract: \_\_\_\_\_  
Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

2. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Amount of Contract: \_\_\_\_\_  
Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_

**Experience cont.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

3. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
\_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

4. Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

\_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

5. Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

\_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

**3. Understanding Scope of RFP (10 Points Possible) (\_\_\_\_ Points Awarded)**

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

**4. Price (20 Points Possible) (\_\_\_\_ Points Awarded)**

A full twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD & FOURTH ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible (20) in this part of the evaluation criteria. \*

\* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20).  $(210,000/265,000) \times 20 = 15.80$ . Therefore, Contractor "B" will receive 15.80 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20).  $(210,000/425,000) \times 20 = 9.88$ . Therefore, Contractor "C" will receive 9.88 of 20 points.

**6. Reasonableness of ALL Numbers (25 Points Possible) (\_\_\_\_ Points Awarded)**

Up to twenty-five (25) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4 & 5.

**Proposer's Total Score (100 Points Possible) (\_\_\_\_ Points Awarded)**

**AFFIDAVIT REGARDING PROPOSAL**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, appeared the affiant, \_\_\_\_\_, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Stonebrier Community Development District’s (“District”) request for proposals for landscape maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s:

\_\_\_\_\_.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (**i.e., by no later than \_\_\_\_\_ [BID PROTEST DEADLINE] at 5:00 PM (EST)**), the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Proposer: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)



6. Is the Proposer incorporated in the State of Florida? Yes ( ) No ( )

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( )

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated. \_\_\_\_\_

- Is the company in good standing with the State? Yes ( ) No ( )

If no, please explain \_\_\_\_\_  
\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

- Is the Proposer's company authorized to do business in the State of Florida?

Yes ( ) No ( )

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes ( ) No ( )

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(22) \_\_\_\_\_, (23) \_\_\_\_\_, (24) \_\_\_\_\_.

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

General Liability                    \$ \_\_\_\_\_  
Automobile Liability                \$ \_\_\_\_\_  
Umbrella Coverage                 \$ \_\_\_\_\_  
Workers Compensation            \$ \_\_\_\_\_  
Expiration Date                     \_\_\_\_\_

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

\_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_  
State the period(s) of debarment or suspension \_\_\_\_\_

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?  
Yes ( ) No ( ) If so, where and why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?  
Yes ( ) No ( ) If so, state name of individual, other organization and reason therefore. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. List any and all litigation to which the Proposer, any personnel to work at Stonebrier, any officer and/or employee of the Proposer has been a party in the last five (5) years. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No ( ) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.

19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

\_\_\_\_\_  
Name Position

\_\_\_\_\_  
Type of Work Yrs. Exp. Yrs. With Firm

\_\_\_\_\_  
Name Position

\_\_\_\_\_  
Type of Work Yrs. Exp. Yrs. With Firm

\_\_\_\_\_  
Name Position

\_\_\_\_\_  
Type of Work Yrs. Exp. Yrs. With Firm

\_\_\_\_\_  
Name Position

\_\_\_\_\_  
Type of Work Yrs. Exp. Yrs. With Firm

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Type of Work

\_\_\_\_\_  
Yrs. Exp.

\_\_\_\_\_  
Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Stonebrier CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Stonebrier CDD should consider the Proposer for proposing on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_

\_\_\_\_\_  
[Type Name and Title of Person Signing]

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Notary Public/Expiration Date



**EXHIBIT "C" - BID FORM**

**STONEBRIER COMMUNITY DEVELOPMENT  
DISTRICT  
LANDSCAPE MAINTENANCE REQUEST FOR  
PROPOSALS**

*NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the four potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.*

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

**PART 1**

**General Landscape Maintenance** \$ \_\_\_\_\_ yr.

- Storm Cleanup \$\_\_\_\_\_/hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$\_\_\_\_\_/application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

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

\$\_\_\_\_\_/hr. for water truck/tanker

**PART 2**

**Fertilization (All labor and materials)**

\$ \_\_\_\_\_ yr.

(Make sure all Fertilization from the SCOPE OF SERVICES are included. Vendor may be asked what product is being used before services rendered.)

**PART 3**

**Pest Control (All labor and materials)**

\$ \_\_\_\_\_ yr.

(if entire pesticide allowance is required) \*

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

**OTC Injections will be performed at the discretion of the District's BOS**

*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

**OTC Injections (All labor and materials)**

\$ \_\_\_\_\_ /yr. (based on quantities below)

**(OTC injections per specs - do not include in Grand Total)**

<b>Palm Type</b>	<b>Palm Qty</b>	<b># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)</b>	<b>Cost per Individual Inoculation</b>	<b>Total Cost per Year (4x per year)</b>

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

**Application of Top Choice for annual treatment of Fire Ants**

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ \_\_\_\_\_ / yr.

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

**PART 4**

**Irrigation** (All labor and materials) \$ \_\_\_\_\_/Yr.

Freeze Protection (description of ability) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_/application **(do not include in Irrigation Total or Grand Total)**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART 5**

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

\_\_\_\_\_ CY Medium Pine Nuggets per specs for the first top-dressing at \$ \_\_\_\_\_ /CY (app. October) for a total of \$ \_\_\_\_\_ for October installation and \_\_\_\_\_ CY Medium Pine Nuggets per specs for the second top-dressing at \$ \_\_\_\_\_ /CY (app. April) for a total of \$ \_\_\_\_\_ for April installation.

Installation of Medium Pine Nuggets (All labor and materials) \$ \_\_\_\_\_ /yr. (if both topdressings are performed - do not include in Grand Total)

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

**PART 6**

**Annual Installation** (All labor and materials)

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor**

Contractor shall install **TBD** (4.5") annuals up to four (4) times per year per specs at the direction of the District at \$ \_\_\_\_\_ /annual

\$ \_\_\_\_\_ /rotation

\$ \_\_\_\_\_ /yr. (if all rotations are performed - do not include in Grand Total)

**GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)**

\$ \_\_\_\_\_ / **Initial Term**

FIRST ANNUAL RENEWAL	\$ _____ /yr.
SECOND ANNUAL RENEWAL	\$ _____ /yr.
THIRD ANNUAL RENEWAL	\$ _____ /yr.
FOURTH ANNUAL RENEWAL	\$ _____ /yr.

Contractor/Firm Name \_\_\_\_\_

Firm Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Name and Title of Representative \_\_\_\_\_  
(Please Print)

Representative's Signature \_\_\_\_\_

Date \_\_\_\_\_

**ADDENDA – Bidder acknowledges the receipt of Addendum No.'s**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026

**COST BREAKOUT FOR GENERAL LANDSCAPE MAINTENANCE**

**General Landscape Maintenance**

Mowing, hard edging, blowing off hard surfaces: \$ \_\_\_\_\_ / event

Pond bank mowing, including line-trimming to water's edge: \$ \_\_\_\_\_ / event

Bed detailing, including weeding, soft edging, shrub pruning, delineation and dead-wooding, dead-heading of annuals, trash and landscape litter removal: \$ \_\_\_\_\_ / event

Tree Lifting: \$ \_\_\_\_\_ / event

Palm Pruning, including seed pods, old flower stalks, and inflorescence, vines & volunteers: \$ \_\_\_\_\_ / event

**LANDSCAPE AND IRRIGATION MAINTENANCE  
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

- A. Mowers w/operator \$ \_\_\_\_\_ Hour
- B. Bush-Hog w/operator \$ \_\_\_\_\_ Hour
- C. Tractor w/operator \$ \_\_\_\_\_ Hour
- D. Supervisor with Transportation \$ \_\_\_\_\_ Hour
- E. Laborer with hand equipment \$ \_\_\_\_\_ Hour
- F. Truck w/driver \$ \_\_\_\_\_ Hour
- G. Irrigation Tech \$ \_\_\_\_\_ Hour
- H. Granular Pesticide Applicator  
     Person with Drop Spreader \$ \_\_\_\_\_ Hour
- I. Liquid Pesticide Applicator  
     Person with Spray Truck \$ \_\_\_\_\_ Hour
- J. Granular Fertilizer Applicator  
     Person with Drop Applicator \$ \_\_\_\_\_ Hour
- K. Liquid Fertilizer Applicator  
     Person with Spray Truck \$ \_\_\_\_\_ Hour
- L. Granular Weed Control Applicator  
     Person with Drop Applicator \$ \_\_\_\_\_ Hour
- M. Liquid Weed Control Applicator  
     Person with Spray Truck \$ \_\_\_\_\_ Hour
- N. Laborer for Additional Trash Pick-Up \$ \_\_\_\_\_ Hour
- O. Lump Sum Mowing <sup>(1)</sup>, entire community \$ \_\_\_\_\_ Per Mow

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<sup>1</sup> Mowing shall include mowing, edging, weed eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

## EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

\_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour

B. Debris removal equipment unit costs:

\_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour

C. Other emergency/disaster related unit costs:

\_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour  
\_\_\_\_\_ \$ \_\_\_\_\_ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

**LEGAL AUTHORITY FOR SIGNATURE**

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of: \_\_\_\_\_ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through V) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Proposer: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. He/She [\_\_\_\_\_] is personally known to me or [\_\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Personally Known  
OR Produced Identification  
Type of Identification \_\_\_\_\_

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

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Stonebrier Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is \_\_\_\_\_  
\_\_\_\_\_
4. Proposer’s Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that “convicted” or “conviction” as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

(  ) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of, \_\_\_\_\_ on its behalf. He/She [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Personally Known  
OR Produced Identification  
Type of Identification \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY  
SECTOR LIST**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Stonebrier Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is \_\_\_\_\_  
\_\_\_\_\_
4. Proposer’s Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of\_\_ physical presence or\_\_ online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on its behalf. He/She [ \_\_\_\_\_ ] is personally known to me or [ \_\_\_\_\_ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Personally Known  
OR Produced Identification  
Type of Identification \_\_\_\_\_

**AGREEMENT FOR LANDSCAPE MAINTENANCE  
SERVICES BETWEEN STONEBRIER COMMUNITY DEVELOPMENT  
DISTRICT AND \_\_\_\_\_**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between:

**Stonebrier Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Hillsborough County, Florida, whose mailing address is 2005 Pan Am Circle, Tampa, FL 33607 (the “District”); and

\_\_\_\_\_, a \_\_\_\_\_, whose address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the “Contractor”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, landscaping and irrigation improvements; and

**WHEREAS**, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

**WHEREAS**, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

- A.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the provision of landscape maintenance services as described herein and in **Exhibit A** (the “Services”), attached hereto and incorporated by reference herein, within the District. Such lands on which Services shall be provided are as more particularly described and shown on **Exhibit B**, attached hereto and incorporated herein by reference.

- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. The Contractor shall document all Work using the forms attached hereto as part of **Exhibit E**. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time 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.** The Contractor shall report directly to the District’s Designee who shall be the District Manager and the designated Landscape Specialist. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A** on the property as provided in **Exhibit B**. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours. This includes, but is not limited to, damage caused by Contractor to irrigation heads and lines, landscape, grasses, fences, walls or any other District or landowner properties or improvements.

**SECTION 3. COMPENSATION; TERM.**

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of XXXXXXXXX Dollars (\$XXXXXX.00) per year as detailed in **Exhibit C**, payable in monthly installments as detailed below, for a term of one (1) year with the option to renew for four (4) additional one (1) year periods unless terminated earlier as provided in this Contract.

- A.** 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 a Work Authorization (defined in Section 4 below). 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 in substantially the same form as **Exhibit D**, further defined in Section 4 below.
- B.** 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.

- C. The District agrees to pay Contractor for the Contract Work, a not to exceed sum of XXXXXXXXXX Dollars and 00/100 Cents (\$XXXXXX.00) for the initial term, and the same rate for subsequent first, second, third and fourth annual renewals, to include parts 1 through 3 of the Scope of Services as detailed in Exhibit A, payable in monthly installments as detailed below unless terminated earlier as provided in this Contract. Contractor shall invoice the District monthly for services provided during the previous month pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. As compensation for the work, the District agrees to pay Contractor \$XXXX.00 per month during the Initial Term, and the same rate for subsequent first, second, third and fourth annual renewals. Such compensation covers only the items specified in Part 1 of the Contractor's Proposal Form. Additionally, for the services specified in Parts 2 & 3 of the Contractor's Proposal Form attached as Exhibit C, the District agrees to pay Contractor using the pricing specified in the Contractor's Proposal Form in the month after the services were performed and after required documentations (if any) have been provided. Up to a maximum of XXXXXXXXXXXXXXXXXX Dollars and 00/100 Cents (\$XXXXXX.00) for the Initial contract term, and the same rate for subsequent first, second, third and fourth annual renewals, shall be paid if all mulch topdressings (Part 4) are performed and awarded to Contractor and all annual flower rotations (Part 5) are performed and awarded to Contractor. Contractor shall not perform mulching or annual flower installation services without the prior written approval of the District.

**SECTION 4. ADDITIONAL WORK.** Contractor understands that the Services may be reduced, expanded, or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written Work Authorization from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any additional work. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the Work Authorization in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the Work Authorization as reasonably determined by the District in conference with the Contractor. All Work Authorizations shall be in the form attached hereto as **Exhibit D**.

**SECTION 5. 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 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 year from planting except for annuals (if any), 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 there from 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 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.

**SECTION 6 INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured (for all coverages except workers' compensation coverage). At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

**SECTION 7. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or

federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 9. 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 actual damages 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.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. 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.

**SECTION 12. 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.

**SECTION 13. 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:

(Remainder of page intentionally left blank)

**A. If to Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**B. If to District:** Stonebrier Community Development District  
2005 Pan Am Circle  
Tampa, FL 33607  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, FL 32301  
Attn: Ryan Dugan

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 parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 14. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 15. 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.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 17. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party

consents that the venue for any litigation arising out of or related to this Agreement shall be in Hillsborough County, Florida.

**SECTION 18. INDEMNIFICATION.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, the indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor shall not be required to indemnify the District for the District's percentage of fault, if any. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 20. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for 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 Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 21. INSPECTIONS.** 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.

A. The District hereby designates the District Manager, Landscape Specialist or a representative of the District Manager, to act as its representative.

**B. The Contractor agrees to have a representative present at the regularly scheduled Board of Supervisors' monthly CDD meetings.** The Contractor agrees to meet with a District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items (Landscape Inspection Report) that should be corrected before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Landscape Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Landscape Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide to management a written summary of work performed for each week with notification of any problem areas.

**SECTION 22. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 23. 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 Mark Vega ("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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, INFRAMARK & CO., INC., 2005 PAN AM CIRCLE, TAMPA, FL 33607, (813) 933-5571, INFO@INFRAMARK.COM**

**SECTION 24. 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.

**SECTION 25. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 26. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 27. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2022, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

**SECTION 28. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 29. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**Attest:**

**STONEBRIER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Signature of Chairperson, Board of Supervisors

**Witness:**

\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Maintenance Map
- Exhibit C:** Proposal Pricing (Part IV of Proposal Form)
- Exhibit D:** Form of Work Authorization
- Exhibit E:** Other Forms

## **EXHIBIT “A” - SCOPE OF SERVICES**

### **PART 1**

#### **GENERAL LANDSCAPE MAINTENANCE**

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

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 services (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches and Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 1/4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be **immediately** re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Stonebrier CDD’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing/herbicide applications, etc. Weekend work is permitted when necessary upon prior approval. Any lawn that dies or becomes weak or unsightly (including heavy weed infestation, excessive insect or disease damage, etc.) shall be replaced at the sole cost of the Contractor. This excludes damage from water restrictions (only if automatic irrigation is completely and legally banned by the State and/or local authorities). At all times, Contractor must maintain the perimeters of all natural areas so the growth does not overtake the turf in open lawns, pond banks, tracts between the edges of the wetland and sidewalks, trails or roadways. Contractor is expected to regularly cut this material back and dispose of off-site on an as-needed basis. Contractors will be expected to maintain these tree lines in this trimmed condition throughout the duration of the contract.

**1A) POND MOWING** – Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water’s edge or sod line (if water is not present). Line trimming at water’s edge and line trimming of all drainage structures

shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. As mentioned earlier, The DISTRICT requires mowers to be equipped with a mulching-type deck with mulch flap in the closed position, specifically around pond banks. If circumstances do not allow this, mowers must blow all clippings away from pond banks, but not into any residential lawns. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) shall be edged and/or line trimmed every week and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property.**

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (i.e., MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead

and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs over sidewalks/turf areas (10') in and outside of ROW's and roads (15'), respectively. This may depend on location and species of tree and shall vary according to DOT specs. All moss hanging from trees (including ball moss) shall be removed up to a height of 15' from all CDD-maintained trees on an as-needed basis. During the dormant season, ALL Crape Myrtles shall have ALL mosses removed up to a height of 15'. During this time, all Crape Myrtles less than 15' in height must be pruned. This includes the removal of all seed pods. Crape Myrtles are not to be "hat racked" at any time. Pencil to thumb pruning is the preferred method of Crape Myrtle pruning and shall be performed after threat of frost has passed but before new growth flushes. Any initial removal of all Spanish and Ball Mosses shall be included in the proposals and completed within ninety (90) days of contract commencement.

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

**Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times.** This includes only the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning of palms shall never raise the canopy above the three o'clock – nine o'clock horizontal. Contractor will not be asked to trim a singular palm on the property but will be required to trim palms once a significant quantity of palms have a petticoat of dead fronds. Fronds should be removed only once they turn

brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Flower/Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall utilize sterilized pruning equipment (preferably having a minimum of two sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall pay careful attention when pruning Medjool, Sylvester, Reclinata, Canary & Washington Palms. Palms on pool decks (and all other plant material, in general, on pool decks) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

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

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

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

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

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

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

### **Reporting**

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. The Contractor shall also report on any deficiencies or items needing attention relating to disease and insects or other afflictions. Contractor shall prescribe the treatment plan he is to follow to remedy such afflictions.

## PART 2

### FERTILIZATION

Contractor shall abide by all requirements in Ordinance No. 14-16 regarding the application of fertilizer within Hillsborough County.

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

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

#### **All Irrigated Bahia Sod:**

April	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for warm- season weeds
October	A complete fertilizer based on soil tests + PreM formulated for Bahia turf for cold- season weeds

#### **All St. Augustine Sod:**

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

The contractor shall submit a fertilizer label to Field Inspection Coordinator for approval prior to application. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It

shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

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

#### **SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, May, October)

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

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

#### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8-2-12+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & late November). The "2" should be reduced to "0" if a soil test indicates there is not a deficiency of Phosphorus in the soil. 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

The District requires that all fertilizer applied to all palms on the CDD property be 8-2-12+4Mg. The fertilizer label shall reflect that 100% of the N, K, Mg, and B sources be in slow-release or controlled-release form and all the Mn, Fe Zn & Cu sources be water soluble (generally these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA). No source of N, K, Mg or B should be water-soluble. This will be considered an unacceptable fertilizer. The information below reflects the most effective sources for the seven critical elements in Florida landscape palm fertilizers:

Element Recommended Sources:\*

N - Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde

P - Superphosphate, triple superphosphate, coated diammonium phosphate

K - Sulfur-coated potassium sulfate (may have additional polymer coating)

Mg - Kieserite (magnesium sulfate monohydrate) granules

Mn - Manganese sulfate

Fe - Iron sulfate, FeEDTA and/or FeDTPA

B - Granubor® (sodium borate)

\*Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005) Archival copy: for current recommendations see <http://edis.ifas.ufl.edu> or your local extension office.

**This item will not be included in the contract amount and fertilizer shall not be billed equally on a monthly basis but invoiced the month after application. Contractor is required to provide proposals for each application and proceed once District approval has been executed.**

**CONTRACTOR shall provide the DISTRICT with PALM fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity prior to purchase. This is to allow time to verify nutrient sources for the macro and micronutrients ensuring they are in slow-release or water-soluble forms.** Payment will not be made until the correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

## PART 3

### PEST CONTROL

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

**Insects and Disease Control for Trees, Palms and Plants** The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Lethal Bronzing. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

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

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

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

If at any time the District should become aware of any pest problems it will be the Contractor’s responsibility to treat pest within five (5) working days of the date of notification.

## **FIRE ANT CONTROL**

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all dark green areas designated as "CDD Maintained – with irrigation unless otherwise noted" on the Maintenance Exhibit. Do NOT include roadway medians in this price nor lake banks, trails or between ponds and conservation areas. It is limited to those landscaped areas under automated irrigation.

**Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.**

**Pest Control shall be included in the Contract Amount.**

## PART 4

### **IRRIGATION SYSTEM MONITORING AND MAINTENANCE**

**Irrigation System.** The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems.

#### A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

#### B. Water Sources

1. Visual inspection of water source
2. Clean above ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
4. Test automatic protection devices

#### C. Irrigation Systems

1. Manual test and inspection of each irrigation zone
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

#### D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest

coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

**Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion,**

**After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads (includes spray heads), nozzles, drip, main and delivery lines and any associated fittings.** Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

## **PART 5**

### **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Medium Pine Bark Mulch, Shredded Hardwood Dark Brown Mulch or Pine Straw Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches **after compaction**. Match mulch to what is currently present in landscape beds or tree rings.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner. Labor for trenching shall be included in the unit cost of the mulch.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3” depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

**This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard/bale and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.**

**The CDD reserves the right to subcontract out any and all mulching events.**

## **PART 6**

### **ANNUAL INSTALLATION**

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately Two Thousand Five Hundred (TBD) annuals in 4.5” pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove & replace dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered around a holiday rotation being planted no later than the end of November and rotate accordingly every three months. (Dec, Mar, Jun, Sep)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and **monthly slow-release** nutritional requirements **at no additional cost to District.** Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation (June) **at no additional cost to District,** a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior at each changeout throughout the year. All annual beds shall be raised at least eight inches. Upon completion of annual flower installation, a 1’ layer of Pine Fines shall be spread throughout the entire annual bed. **All this shall be provided at no additional cost to the District.**

**This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.**

**The CDD reserves the right to subcontract out any and all annual installation events.**

[END OF SECTION]

**EXHIBIT B**  
**Landscape Maintenance Map**  
**(under separate cover)**



**EXHIBIT D**

**Form of Work Authorization**

**WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE  
AND IRRIGATION MAINTENANCE SERVICES**

**THIS WORK AUTHORIZATION** (the “Work Authorization”), dated \_\_\_\_\_, 20\_\_ authorizes certain work in accordance with that certain *Agreement for Landscape Maintenance Services* (the “Agreement”), dated \_\_\_\_\_, 20\_\_, by and between:

**Stonebrier Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Hillsborough County, Florida, whose mailing address is 2005 Pan Am Circle, Tampa, FL 33607 (the “District”); and

\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (the “Contractor”).

**SECTION 1. SCOPE OF SERVICES.** In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape, irrigation and pond maintenance services and/or wetland monitoring and maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “Additional Services”).

**SECTION 2. COMPENSATION.** It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement. [SPECIFY WHETHER ONE TIME CHARGE OR INCREASES COMPENSATION LINE ITEM IN ORIGINAL AGREEMENT AND, IF SO, REFLECT AMENDMENT TO THAT PROVISION].

**SECTION 3. GOVERNING LANGUAGE.** This Work Authorization, together with the Agreement, represents the entire understanding between the District and the Contractor with regard to the referenced Work Authorization. Except for the warranties provided to the District, none of the provisions of Exhibit A shall apply to this Work Authorization and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it describes the scope of services for the labor and materials to be provided under this Work Authorization.

**SECTION 4. ACCEPTANCE.** Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

**STONEBRIER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Signature of Chairperson, Board of Supervisors

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Proposal/Scope of Additional Services

**EXHIBIT E**

**Other Forms**

**DAILY WORK JOURNAL**

**DATE:** \_\_\_\_\_

**DESCRIPTION OF WORK PERFORMED TODAY:** \_\_\_\_\_

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**LOCATIONS:** \_\_\_\_\_

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**ISSUES REQUIRING ATTENTION:** *(Please notify District Rep. if any)*

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**STONEBRIER CDD**  
**PEST MANAGEMENT REPORT**

**DATE:** \_\_\_\_\_

**SYMPTOMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LOCATION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ESTIMATED MATERIALS REQUIRED FOR TREATMENT:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CERTIFIED PESTICIDE APPLICATOR'S NAME:** \_\_\_\_\_

**STONEBRIER REPRESENTATIVE NAME:** \_\_\_\_\_

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)**

*Stonebrier*  
*Community Development District*

**FISCAL YEAR 2027**  
**Proposed Budget**

**March 20, 2026**

**CLEAR PARTNERSHIPS**



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**Stonebrier**  
Community Development District

**Operating Budget**  
FY 2027

**Summary of Revenues Expenditures and Changes in Fund Balance**  
Fiscal Year 2027 Budget

General Fund

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	BUDGET	THRU	April-	PROJECTED	BUDGET
	FY 2026	3/31/2026	9/30/2026	FY 2026	FY 2027
<b>REVENUES</b>					
Interest - Investments	\$0.00	\$27,423.00	\$0.00	\$27,423.00	\$0.00
Special Assmnts- Tax Collector	\$628,154.00	\$618,462.00	\$9,692.00	\$628,154.00	\$695,448.94
Other Miscellaneous Revenues	\$0.00	\$7,000.00	\$0.00	\$7,000.00	\$0.00
Special Assmnts- Discounts	\$0.00	\$0.00	\$0.00	\$0.00	-\$27,817.96
<b>TOTAL REVENUES</b>	<b>\$628,154.00</b>	<b>\$652,885.00</b>	<b>\$9,692.00</b>	<b>\$662,577.00</b>	<b>\$667,630.98</b>

**EXPENDITURES**

*Administrative*

Supervisor Compensation	\$13,000.00	\$3,600.00	\$9,400.00	\$13,000.00	\$13,000.00
Payroll Taxes	\$995.00	\$275.00	\$720.00	\$995.00	\$995.00
ProfServ-Arbitrage Rebate	\$500.00	\$500.00	\$0.00	\$500.00	\$500.00
ProfServ-Dissemination Agent	\$1,500.00	\$1,750.00	\$0.00	\$1,750.00	\$1,750.00
District Counsel	\$26,000.00	\$16,456.00	\$9,544.00	\$26,000.00	\$26,000.00
ProfServ-Trustee Fees	\$4,300.00	\$3,704.00	\$596.00	\$4,300.00	\$4,300.00
Assessment Roll Preparation	\$5,775.00	\$3,882.00	\$1,893.00	\$5,775.00	\$5,775.00
District Engineer	\$19,900.00	\$0.00	\$19,900.00	\$19,900.00	\$19,000.00
Administrative Services	\$10,500.00	\$4,167.00	\$6,333.00	\$10,500.00	\$10,500.00
District Manager	\$12,600.00	\$7,200.00	\$5,400.00	\$12,600.00	\$12,600.00
Accounting Services	\$10,500.00	\$5,648.00	\$4,852.00	\$10,500.00	\$10,500.00
Auditing	\$3,250.00	\$0.00	\$3,250.00	\$3,250.00	\$3,250.00
Email	\$1,140.00	\$380.00	\$760.00	\$1,140.00	\$1,140.00
Insurance - General Liability	\$11,443.00	\$10,324.00	\$1,119.00	\$11,443.00	\$11,443.00
Legal Advertising	\$1,500.00	\$317.00	\$1,183.00	\$1,500.00	\$1,500.00
General Mass Mailing	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous Services	\$975.00	\$1,234.00	\$0.00	\$1,234.00	\$975.00
Dues, Licenses, Subscriptions	\$175.00	\$175.00	\$0.00	\$175.00	\$175.00
Bank Fees	\$250.00	\$12.00	\$238.00	\$250.00	\$250.00
Payroll - General & Administration	\$750.00	\$200.00	\$550.00	\$750.00	\$750.00
Misc- Assessment Collection Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$13,908.98
Website Administration	\$2,400.00	\$1,390.00	\$1,010.00	\$2,400.00	\$2,400.00
<b>Total Administrative</b>	<b>\$128,453.00</b>	<b>\$61,214.00</b>	<b>\$66,748.00</b>	<b>\$127,962.00</b>	<b>\$140,711.98</b>

*Field*

ProfServ-Field Management	\$10,500.00	\$5,750.00	\$4,750.00	\$10,500.00	\$10,500.00
Landscape Maintenance	\$211,150.00	\$127,226.00	\$83,924.00	\$211,150.00	\$211,150.00

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	BUDGET	THRU	April-	PROJECTED	BUDGET
	FY 2026	3/31/2026	9/30/2026	FY 2026	FY 2027
Porter Service	\$780.00	\$0.00	\$780.00	\$780.00	\$780.00
Pond & Lake Maintenance	\$26,500.00	\$29,533.00	\$0.00	\$29,533.00	\$26,500.00
Electricity - General	\$7,680.00	\$4,199.00	\$4,268.60	\$8,467.60	\$9,000.00
Signage	\$250.00	\$0.00	\$250.00	\$250.00	\$250.00
Misc Repairs & Pressure Washing	\$5,000.00	\$1,138.00	\$3,862.00	\$5,000.00	\$5,000.00
Landscape Replenishment	\$20,000.00	\$4,605.00	\$15,395.00	\$20,000.00	\$20,000.00
Landscape Irrigation	\$18,000.00	\$2,649.00	\$15,351.00	\$18,000.00	\$18,000.00
Access Keys/Cards	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00	\$3,500.00
Holiday Decorations	\$11,000.00	\$11,000.00	\$0.00	\$11,000.00	\$11,000.00
Contingency	\$20,000.00	\$3,736.00	\$16,264.00	\$20,000.00	\$20,000.00
Dog Waste Services	\$4,164.00	\$2,472.00	\$1,692.00	\$4,164.00	\$4,164.00
Capitol Projects	\$132,185.00	\$0.00	\$132,185.00	\$132,185.00	\$132,185.00
<b>Total Field</b>	<b>\$470,709.00</b>	<b>\$192,308.00</b>	<b>\$282,221.60</b>	<b>\$474,529.60</b>	<b>\$472,029.00</b>
<b>Contingency</b>					
Renewal & Replacement	\$28,992.00	\$13,105.00	\$15,887.00	\$28,992.00	\$54,890.00
<b>Total Contingency</b>	<b>\$28,992.00</b>	<b>\$13,105.00</b>	<b>\$15,887.00</b>	<b>\$28,992.00</b>	<b>\$54,890.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$628,154.00</b>	<b>\$266,627.00</b>	<b>\$364,856.60</b>	<b>\$631,483.60</b>	<b>\$667,630.98</b>
Net change in fund balance	\$0.00	\$386,258.00	-\$355,164.60	\$31,093.40	\$0.00
<b>FUND BALANCE, BEGINNING</b>	<b>\$1,256,952.00</b>	<b>\$1,256,952.00</b>	<b>\$0.00</b>	<b>\$1,256,952.00</b>	<b>\$1,256,952.00</b>
<b>FUND BALANCE, ENDING</b>	<b>\$1,256,952.00</b>	<b>\$1,643,210.00</b>	<b>\$0.00</b>	<b>\$1,256,952.00</b>	<b>\$1,256,952.00</b>

**Exhibit "A"**  
Allocation of Fund Balances

<b>FISCAL YEAR 2026 RESERVE FUND ANALYSIS</b>	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2025	\$1,256,952.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2026	\$31,093.40
<b>Estimated Funds Available - 9/30/2026</b>	<b>\$1,288,045.40</b>

<b>FISCAL YEAR 2027 RESERVE FUND ANALYSIS</b>	
Beginning Fund Balance - Carry Forward Surplus as of 10/1/2026 (1)	\$1,288,045.40
Less: First Quarter Operating Reserve	-\$166,907.74
Less: Designated for Renewal & Replacement Costs	-\$83,882.00
Less: Forecasted Surplus/(Deficit) as of 9/30/2027	\$0.00
<b>Estimated Remaining Undesignated Cash as of 9/30/2027</b>	<b>\$1,037,255.66</b>

**Notes**

(1) Represents approximately 3 months of operating expenditures

**Budget Narrative**  
Fiscal Year 2027

**REVENUES**

**Interest-Investments**

The District earns interest on its operating accounts.

**Special Assessments – Tax Collector**

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

**Other Miscellaneous Revenues**

Additional revenue sources not otherwise specified by other categories.

**Special Assessments-Discounts**

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

**EXPENDITURES**

**Financial and Administrative**

**Supervisor Compensation**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending meetings.

**Payroll Taxes**

Payroll taxes in relation to the supervisor compensation.

**Arbitrage Rebate**

The District is required to annually calculate the arbitrage rebate liability on the districts bonds.

**Dissemination Agent**

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

**District Engineer**

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

**District Counsel**

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

**Trustee Fees**

The District pays US Bank an annual fee for trustee services on the Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

**Budget Narrative**  
Fiscal Year 2027

**Financial and Administrative (continued)**

**Assessment Roll Preparation**

Cost associated with the annual preparation of the districts assessment roll.

**District Management**

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

**Accounting Services**

Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

**Email**

Cost of email maintenance and technical support.  
Inframark provides recording services with near verbatim minutes.

**Insurance-General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

**Legal Advertising**

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

**Mass Mailings**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

**Miscellaneous Services**

All other administrative costs.

**Dues, Licenses and Fees**

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

**Bank Fees**

This represents the cost of bank charges and other related expenses that are incurred during the year.

**Payroll – General Administration**

All other administrative costs relating to payroll fees

**Budget Narrative**  
Fiscal Year 2027

**Financial and Administrative (continued)**

**Miscellaneous-Assessment Collection Costs**

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

**Website Administration Services**

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

**Field**

**Field Management**

The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

**Landscape Maintenance - Contract**

Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

**Porter Services**

Cost related to onsite cleaning, light maintenance, etc.

**Pond & Lake Maintenance**

Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Electric Utility Services**

Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

**Signage**

Cost related to the entrance monuments

**Misc. Repairs and Pressure Washing**

Costs for other miscellaneous repairs throughout the community as well as pressure washing expenses.

**Landscaping – Replenishment**

Cost of replacing dead or damaged plants throughout the district.

**Irrigation Maintenance**

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

**Access Keys/Cards**

Fees related to the purchase of replacement access cards for residents.

**Holiday Decorations**

Cost of decorations for major holidays (i.e., Christmas)

**Contingency**

Funds set aside for projects, as determined by the district's board.

**Budget Narrative**  
Fiscal Year 2027

**Field (continued)**

**Dog Waste Services**

Expenses related to dog waste pick up and disposal fees.

**Capitol Projects**

Cost related to miscellaneous projects throughout the community.



**Stonebrier**  
Community Development District

**Debt Service Budget**  
FY 2027

**Summary of Revenues Expenditures and Changes in Fund Balance**  
Fiscal Year 2027 Budget  
Series 2016 Bonds

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	BUDGET	THRU	April-	PROJECTED	BUDGET
	FY 2026	3/31/2026	9/30/2026	FY 2026	FY 2027
<b>REVENUES</b>					
Interest - Investments	\$0.00	\$7,626.00	\$0.00	\$7,626.00	\$0.00
Special Assmnts- Tax Collector	\$445,438.00	\$438,566.00	\$6,872.00	\$445,438.00	\$473,869.57
Special Assmnts- Discounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES</b>	<b>\$445,438.00</b>	<b>\$446,192.00</b>	<b>\$6,872.00</b>	<b>\$453,064.00</b>	<b>\$473,869.57</b>
<b>EXPENDITURES</b>					
<i>Administrative</i>					
Misc-Assessment Collection Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$9,477.39
<b>Total Administrative</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,477.39</b>
<i>Debt Service</i>					
Principal Debt Retirement	\$290,000.00	\$0.00	\$290,000.00	\$290,000.00	\$300,000.00
Principal Debt Retirement - Special Call	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Expense	\$154,926.00	\$79,638.00	\$75,288.00	\$154,926.00	\$150,575.00
<b>Total Debt Service</b>	<b>\$444,926.00</b>	<b>\$79,638.00</b>	<b>\$365,288.00</b>	<b>\$444,926.00</b>	<b>\$450,575.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$444,926.00</b>	<b>\$79,638.00</b>	<b>\$365,288.00</b>	<b>\$444,926.00</b>	<b>\$460,052.39</b>
Net change in fund balance	\$0.00	\$366,554.00	-\$358,416.00	\$8,138.00	\$13,817.18
<b>FUND BALANCE, BEGINNING</b>	<b>\$434,158.00</b>	<b>\$434,158.00</b>	<b>\$0.00</b>	<b>\$434,158.00</b>	<b>\$442,296.00</b>
<b>FUND BALANCE, ENDING</b>	<b>\$434,670.00</b>	<b>\$800,712.00</b>	<b>-\$358,416.00</b>	<b>\$442,296.00</b>	<b>\$456,113.18</b>

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	5/1/2024	5/1/2025	5/1/2026	5/1/2027
Series 2016 Bonds	\$270,000.00	\$280,000.00	\$290,000.00	\$300,000.00

**SERIES 2016 AMORTIZATION SCHEDULE**

<b>Period Ending</b>	<b>Principal</b>	<b>Interest</b>	<b>Annual Debt Service</b>	<b>Amount Outstanding</b>
5/1/2017	\$200,000.00	\$141,612.60		\$6,330,000.00
11/1/2017	\$10,000.00	\$103,768.75	\$455,381.35	\$6,320,000.00
5/1/2018	\$240,000.00	\$103,668.75		\$6,080,000.00
11/1/2018		\$101,268.75	\$444,937.50	\$6,080,000.00
5/1/2019	\$245,000.00	\$101,268.75		\$5,835,000.00
11/1/2019		\$98,818.75	\$445,087.50	\$5,835,000.00
5/1/2020	\$250,000.00	\$98,818.75		\$5,585,000.00
11/1/2020		\$96,318.75	\$445,137.50	\$5,585,000.00
5/1/2021	\$255,000.00	\$96,318.75		\$5,330,000.00
11/1/2021		\$93,450.00	\$444,768.75	\$5,330,000.00
5/1/2022	\$260,000.00	\$93,450.00		\$5,070,000.00
11/1/2022		\$90,525.00	\$443,975.00	\$5,070,000.00
5/1/2023	\$265,000.00	\$90,525.00		\$4,805,000.00
11/1/2023		\$87,212.50	\$442,737.50	\$4,805,000.00
5/1/2024	\$270,000.00	\$87,212.50		\$4,535,000.00
11/1/2024		\$83,837.50	\$441,050.00	\$4,535,000.00
5/1/2025	\$280,000.00	\$83,837.50		\$4,255,000.00
11/1/2025		\$79,637.50	\$443,475.00	\$4,255,000.00
5/1/2026	\$290,000.00	\$79,637.50		\$3,965,000.00
11/1/2026		\$75,287.50	\$444,925.00	\$3,965,000.00
5/1/2027	\$300,000.00	\$75,287.50		\$3,665,000.00
11/1/2027		\$70,037.50	\$445,325.00	\$3,665,000.00
5/1/2028	\$310,000.00	\$70,037.50		\$3,355,000.00
11/1/2028		\$64,612.50	\$444,650.00	\$3,355,000.00
5/1/2029	\$320,000.00	\$64,612.50		\$3,035,000.00
11/1/2029		\$59,012.50	\$443,625.00	\$3,035,000.00
5/1/2030	\$330,000.00	\$59,012.50		\$2,705,000.00
11/1/2030		\$53,237.50	\$442,250.00	\$2,705,000.00
5/1/2031	\$345,000.00	\$53,237.50		\$2,360,000.00
11/1/2031		\$47,200.00	\$445,437.50	\$2,360,000.00
5/1/2032	\$355,000.00	\$47,200.00		\$2,005,000.00
11/1/2032		\$40,100.00	\$442,300.00	\$2,005,000.00
5/1/2033	\$370,000.00	\$40,100.00		\$1,635,000.00
11/1/2033		\$32,700.00	\$442,800.00	\$1,635,000.00
5/1/2034	\$385,000.00	\$32,700.00		\$1,250,000.00
11/1/2034		\$25,000.00	\$442,700.00	\$1,250,000.00
5/1/2035	\$400,000.00	\$25,000.00		\$850,000.00
11/1/2035		\$17,000.00	\$442,000.00	\$850,000.00
5/1/2036	\$415,000.00	\$17,000.00		\$435,000.00
11/1/2036		\$8,700.00	\$440,700.00	\$435,000.00
5/1/2037	\$435,000.00	\$8,700.00		
<b>Total</b>		<b>\$2,796,962.60</b>	<b>\$8,883,262.60</b>	<b>\$146,160,000.00</b>

**Budget Narrative**  
Fiscal Year 2027

**REVENUES**

**Interest-Investments**

The District earns interest on its operating accounts.

**Special Assessments – Tax Collector**

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

**Special Assessments-Discounts**

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

**EXPENDITURES**

**Debt Service**

**Principal Debt Retirement**

The district pays regular principal payments to annually to pay down/retire the debt.

**Interest Expense**

The District Pays interest Expenses on the debt twice a year.



**Stonebrier**

Community Development District

**Supporting Budget Schedule**

FY 2027



# Stonebrier Community Development District

## Assessment Summary Fiscal Year 2027 vs. Fiscal Year 2026

### ASSESSMENT ALLOCATION

Assessment Area One												
Product	Units	General Fund			Debt Service Series 2016				Total Assessments per Unit			
		FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	Dollar Change	Percent Change	FY 2027	FY 2026	Dollar Change	Percent Change
SF 50'	278	\$1,181.74	\$1,181.74	\$0.00	\$812.67	\$812.67	\$0.00	0.00%	\$1,994.41	\$1,994.41	\$0.00	0.00%
SF 60'	37	\$1,362.47	\$1,364.07	-\$1.60	\$975.21	\$975.21	\$0.00	0.00%	\$2,337.68	\$2,339.28	-\$1.60	-0.07%
SF 65'	129	\$1,452.83	\$1,455.24	-\$2.41	\$1,056.48	\$1,056.48	\$0.00	0.00%	\$2,509.31	\$2,511.72	-\$2.41	-0.10%
SF 75'	62	\$1,633.56	\$1,637.57	-\$4.01	\$1,219.01	\$1,219.01	\$0.00	0.00%	\$2,852.57	\$2,856.58	-\$4.01	-0.14%
	<b>506</b>											

### ASSESSMENT INCREASE ANALYSIS

Product	Assessment Increase		
	Per Product	Per Unit O&M % Increase	Per Unit O&M \$ Increase
SF 50'	\$0.00	0%	\$0.00
SF 60'	\$0.00	0%	\$0.00
SF 65'	\$0.00	0%	\$0.00
SF 75'	\$0.00	0%	\$0.00

Total \$ - Collection costs included

### ASSESSMENT TREND ANALYSIS - GENERAL FUND

FY2027	FY2026	FY2025	FY2024	FY2023
\$1,181.74	\$1,181.74			
\$1,362.47	\$1,364.07			
\$1,452.83	\$1,455.24			
\$1,633.56	\$1,637.57			