



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

***STONEBRIER COMMUNITY  
DEVELOPMENT DISTRICT***

***Agenda Package***

***Board of Supervisor  
Regular Meeting***

***Date & Time:  
Thursday,  
February 13, 2020  
6:30 PM***

***AVID Management  
2906 Busch Lake Blvd,  
Tampa, FL***

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

# Stonebrier Community Development District

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DPFG Management & Consulting, LLC

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

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

Board of Supervisors  
**Stonebrier Community Development District**

Dear Board Members:

The Regular Meeting the Board of Supervisors of the Stonebrier CDD is scheduled for **Thursday, February 13, 2020 at 6:30 P.M. at AVID Management, 2906 Busch Lake Blvd, Tampa, FL.**

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

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

Sincerely,

*Patricia Comings-Thibault*

Patricia Comings-Thibault  
District Manager

Enclosure

Cc: District Attorney  
District Engineer  
District Records  
Developer

District: **STONEBRIER COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, February 13, 2020

Time: 6:30 PM

Location: AVID Management  
2906 Busch Lake Blvd, Tampa,  
FL

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

### *Agenda*

#### **I. Roll Call**

#### **II. Audience Comments**

#### **III. Vendor Reports**

- A. Solitude Lake Management – Waterway Inspection Report - January Exhibit 1
- B. DPFG Field Operations Report Exhibit 2
- C. Yellowstone Landscape Report Exhibit 3
- D. Yellowstone Landscape Proposals Exhibit 4
  - West County Link Road Tree Trimming - \$18,135.00
  - Holly Shrub Bed Conversion to St. Augustine Sod - \$2,650.88
  - Trash + Debris Clean Up and Removal - \$1,262.50
  - Remediation of First Island

*To Be  
Distributed*

#### **IV. Consent Agenda**

- A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held January 9, 2020 Exhibit 5
- B. Consideration for Acceptance - The December 2019 Unaudited Financial Report Exhibit 6

#### **V. Business Items**

- A. Consideration & Adoption of **Resolution 2020-02**, General Election for November 2020 Exhibit 7
- B. Consideration & Adoption of **Resolution 2020-03**, Internal Controls Policy Exhibit 8
  - District Internal Controls

*To Be  
Distributed*

**V. Business Items (continued)**

- |   |            |
|---|------------|
| C. Consideration of Solitude Lake Management Work Authorization for Additional Aquatic Vegetation Installation Services | Exhibit 9  |
| D. Consideration of Blue Wave Lighting Proposals  | Exhibit 10 |
| ➤ Landscape Lighting Proposal – Add Electrical Conduit - \$650.00   |            |
| ➤ Electrical Repair – Photocell Sensors - \$400.00  |            |
| E. Discussion of LMP Correspondence   | Exhibit 11 |
| F. Discussion of Resident’s Concerns Regarding Sprinklers and Gate Lights   | Exhibit 12 |

**VI. Staff Reports**

- A. District Manager
- B. District Attorney
- C. District Engineer

**VII. Supervisors Requests**

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

**IX. Adjournment**



# EXHIBIT 1

# SOLITUDE

LAKE MANAGEMENT



## Stonebrier CDD Waterway Inspection Report

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**Reason for Inspection:** Scheduled-recurring

**Inspection Date:** 2/3/2020

**Prepared for:**

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

**Prepared by:**

Chris Cipollina, Account Representative/Biologist

Wesley Chapel Field Office  
SOLITUDELAKEMANAGEMENT.COM  
888.480.LAKE (5253)

**TABLE OF CONTENTS**

	Pg
<b>SITE ASSESSMENTS</b>	
PONDSB1, B2, C	Pg. 3
PONSD1, D02, F	Pg. 4
PONDSJ, K, TZ	Pg. 5
PONDS UZ	Pg. 6
<b>MANAGEMENT/COMMENTS SUMMARY</b>	Pgs. 6&7
<b>SITE MAP</b>	Pg. 8



## B1

### Comments:

Normal growth observed

Filamentous algae growth was present within site B1 at a 6 inch to 1 foot perimeter band. The water level had receded due to infrequent rainfall.

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



February, 2020



February, 2020

## B2

### Comments:

Normal growth observed

Site B2 exhibited evidence of a recent shoreline grass treatment. Regrowth of Pennywort had occurred atop the surface of the water.

### Action Required:

Routine maintenance next visit

### Target:

Pennywort



February, 2020



February, 2020

## C

### Comments:

Normal growth observed

Slender Spikerush, a nuisance submersed weed, was present throughout site C, and had reached the surface of the water at patches.

### Action Required:

Routine maintenance next visit

### Target:

Submersed vegetation



February, 2020



February, 2020



## D1

### Comments:

Site looks good

Site D1 was in great condition during this inspection, and had exhibited evidence of a recent shoreline grass treatment.

### Action Required:

Re-inspect next visit

### Target:

Shoreline weeds



February, 2020



February, 2020

## D02

### Comments:

Normal growth observed

Regrowth of Pennywort was observed among the Florida native aquatic plants within site D02. A recent spot-spray grass treatment had been applied.

### Action Required:

Routine maintenance next visit

### Target:

Pennywort



February, 2020



February, 2020

## F

### Comments:

Normal growth observed

Bladderwort, a nuisance submersed weed, was present at traces along the perimeter of site F during this inspection.

### Action Required:

Routine maintenance next visit

### Target:

Submersed vegetation



February, 2020



February, 2020



## Site: J

### Comments:

Site looks good

No undesired growth was present within site J, and evidence of a selective shoreline grass treatment was observed. The water level had receded due to infrequent rainfall.

### Action Required:

None at this time

### Target:



February, 2020



February, 2020

## Site: K

### Comments:

Normal growth observed

Slender Spikerush, a nuisance submersed weed, was present at traces along the pond floor. Filamentous algae growth was present at sporadic patches.

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



February, 2020



February, 2020

## Site: TZ

### Comments:

Treatment in progress

Slender Spikerush growth was present throughout the exposed littoral shelf of site TZ, and had exhibited evidence of a recent treatment.

### Action Required:

Re-inspect next visit

### Target:

Submersed vegetation



February, 2020



February, 2020

**Site:** UZ**Comments:**

Site looks good

Site UZ had been successfully maintained free of undesired growth during this inspection, and had exhibited high water clarity.

**Action Required:**

None at this time

**Target:**

February, 2020



February, 2020

**Management Summary**

Throughout the February Inspection of sites B1, B2, C, D1, D02, F, J, K, TZ, and UZ within the Stonebrier Community, the following observations were made:

- Site B1: Filamentous algae growth was present within site B1 at a 6 inch to 1 foot perimeter band. The water level had receded due to infrequent rainfall.
- Site B2: Site B2 exhibited evidence of a recent shoreline grass treatment. Regrowth of Pennywort had occurred atop the surface of the water.
- Site C: Slender Spikerush, a nuisance submersed weed, was present throughout site C, and had reached the surface of the water at patches.
- Site D1: Site D1 was in great condition during this inspection, and had exhibited evidence of a recent shoreline grass treatment.
- Site D02: Regrowth of Pennywort was observed among the Florida native aquatic plants within site D02. A recent spot-spray grass treatment had been applied.
- Site F: Bladderwort, a nuisance submersed weed, was present at traces along the perimeter of site F during this inspection.
- Site J: No undesired growth was present within site J, and evidence of a selective shoreline grass treatment was observed. The water level had receded due to infrequent rainfall.
- Site K: Slender Spikerush, a nuisance submersed weed, was present at traces along the pond floor. Filamentous algae growth was present at sporadic patches.
- Site TZ: Slender Spikerush growth was present throughout the exposed littoral shelf of site TZ, and had exhibited evidence of a recent treatment.
- Site UZ: Site UZ had been successfully maintained free of undesired growth during this inspection, and had exhibited high water clarity.

Thank you for choosing SOLitude Lake Management!

Site	Comments	Target	Action Required
B1	Normal growth observed	Surface algae	Routine maintenance next visit
B2	Normal growth observed	Pennywort	Routine maintenance next visit
C	Normal growth observed	Submersed vegetation	Routine maintenance next visit
D1	Site looks good	Shoreline weeds	Re-inspect next visit
D02	Normal growth observed	Pennywort	Routine maintenance next visit
F	Normal growth observed	Submersed vegetation	Routine maintenance next visit
J	Site looks good		None at this time
K	Normal growth observed	Surface algae	Routine maintenance next visit
TZ	Treatment in progress	Submersed vegetation	Re-inspect next visit
UZ	Site looks good		None at this time



**SOLITUDE**  
LAKE MANAGEMENT  
A Rentokil Company  
Restoring Balance. Enhancing Beauty.

## Stonebrier CDD Lutz, Florida

Call 888.480.LAKE



PCB

1/2020

# EXHIBIT 2

**Stonebrier CDD**  
**Instruction Manual**  
**Landscape Mowing and Trimming**



Property Location:

21550 County Line Rd W | Lutz, FL 33558



## STONEBRIER CDD - VISUAL LANDSCAPE CHECKLIST

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

LANDSCAPE MAINTENANCE	Standard	Refer to Page(s) in Instruction Manual & (Contract)	Schedule	Complete	
				YES	NO
<b>TURF MOW</b> (grass height, patterns changed, free of grass clumps and landscape debris)	3 inches height; no grass clumps and excess debris	4, 5, 11 (13, 14)	Weekly Apr to Sep Bi-Weekly Oct to Mar	YES	
<b>TURF FERTILITY</b> (dead/browning grass, nutrient levels tested at least 2 x yearly, fertilizer streaking)	Fertilization bag tags provided	4, 11, 12 (15)	At least 2x per year. First application in Jan	YES	
<b>TURF EDGING</b> (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)	No chemical edging; reel mower; 0.3 inch above ground	4, 5 (13)	Weekly	YES	
<b>WEED CONTROL – TURF AREAS</b> (reasonably free of weeds)	Free of weed; herbicide ratio 3 oz. per gallon	4, 6, 15 (14, 15, 16, 17)	Weekly	YES	
<b>TURF INSECT/DISEASE CONTROL</b> (monitor for pests, disease, fungus)	As needed	4, 6, 7 (14, 15, 16, 17)	Weekly	YES	
<b>PLANT FERTILITY</b> (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	As needed. Plant bedding 4 x per year	4, 5, 17 (14)	Weekly. Change plants in Jan, Apr, Jul, Oct	YES	
<b>WEED CONTROL – BED AREAS</b> (reasonably free of weeds)	Free of weed; herbicide ratio 3 oz. per gallon	4, 6, 16 (14, 15)	Weekly	YES	
<b>PLANT BED INSECT/DISEASE CONTROL</b> (monitor for pests, disease, fungus)	As needed	4, 6, 7 (14, 15, 16, 17)	Weekly	YES	

## STONEBRIER CDD - VISUAL LANDSCAPE CHECKLIST

LANDSCAPE MAINTENANCE	Standard	Refer to Page(s) in Instruction Manual & (Contract)	Schedule	Complete	
				YES	NO
<b>PRUNING &amp; TREE TRIMMING</b> (15 feet over roadways, 8 feet sidewalks and elsewhere)	Neat and quality appearance, as needed	4, 7, 14 (14, 17, 15)	Palm tree trimming at least 2x annually; prune no less than every three (3) months	YES	
<b>CLEANLINESS</b> (debris free, leaf litter, landscape debris)	Neat and quality appearance as needed	4, 6, 12 (14)	Weekly	YES	
<b>MULCHING</b> (distributed appropriately, bare areas, recommended is 3")	Replenish as needed	4, 5, 6 (17)	At least annual	YES	
<b>VACANT PARCEL</b>	Mow and clean debris	4, 5, 6, 11, 12 (13, 14)	Weekly	YES	
<b>WATER/IRRIGATION MANAGEMENT</b>	Regular inspection and repairs; on site in 2 hours for major breaks	4, 5, 6 (13, 14, 17, 20, 21)	Inspection monthly	YES	
<b>PRIOR MAINTENANCE ITEMS ADDRESSED</b>	As needed	4 (13, 14)	Weekly	YES	

## Contents

1. General Overview .....	4
Introduction:.....	4
Objectives: .....	4
Definitions: .....	4
Implementation: .....	4
Management:.....	4
Safety Issues: .....	4
2. General instructions: .....	5
Overview of Landscape Area.....	5
Grass care.....	5
Shrubbery.....	5
Trees.....	6
Other general Instructions .....	6
3. Monuments .....	6
4. Grass Care.....	11
5. Landscape Obstructions .....	12
6. Palms.....	13
7. The Roundabout on West County Line and South Lake.....	14
8. Golf Course Hedge .....	15
9. Vacant Parcel .....	16
10. Median Maintenance.....	17
Bedding Plant Care .....	17
11. Appendix.....	18
Annual Calendar of Events and Financial Summary from Landscape Contractor .....	18
Contract.....	19
Checklist .....	20
Map .....	21

## List of Figures

Figure 1. Monument Views and Maintenance Instructions .....	7
Figure 2. Turf View corner of West County Line.....	11
Figure 3. Landscape Without Obstructions.....	12
Figure 4. Roundabout Maintenance Instructions .....	14
Figure 5. Vacant Parcel Location Map .....	16
Figure 6. Various Views of Medians .....	17

## **1. General Overview**

### **Introduction:**

- Landscaping is a critical component of the Stonebrier CDD appearance and lifestyle. Landscaping, invoking the casual ambiance of Florida, shall be compatible with the environment that surrounds our community.
- The CDD shall comply with the HOA Landscape

requirements. **Objectives:**

- CDD landscaping instructions establish criteria for our community common grounds to achieve and maintain a manicured appearance, highlighting our premier community's value, and desirability for current and future residents.
- Landscape instructions provide owners, staff, and contractors with a basis for mutual understanding to facilitate communication and measurement to achieve CDD design, implementation, and maintenance objectives for the Stonebrier community.
- Contractors shall employ these landscaping instructions in the execution of all landscaping contracts.

### **Definitions:**

- Stonebrier Landscape criteria shall comply with the Homeowners Association, CDD, and County Requirements.
- CDD General Landscaping Location instructions describe appearance and maintenance objectives applicable to specific CDD locations within the community.

### **Implementation:**

- A multi-stage program will implement a transition from overgrown shrubbery and incomplete maintenance items to enhancing our environment to create and maintain our community's beautiful appearance and lifestyle, creating desirability for current and future residents.
- Much of this effort will be accomplished by our landscape contractor executing these instructions while trimming the overgrown shrubbery.

### **Management:**

- The CDD Board is responsible for contract execution, instructions definition, enforcement, authority and updates, as required, to this document.

### **Safety Issues:**

- Community safety and security is the number one priority during landscape design, implementation, and maintenance.
- Landscaping must meet all applicable state of Florida and County traffic and pedestrian safety requirements.



## **2. General instructions:**

### **Overview of Landscape Area**

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

### **Grass care**

- Grass shall be cut with reel mowers maintaining a 0.3-inch grass height above ground.
- Chemical edging is not permitted at any time.
- Mulch selection and layout in accordance with contract requirements
- Crown of Thorns plants shall not be planted adjacent to sidewalks or playgrounds.

### **Shrubbery**

- Shrubs shall be no higher than 24 inches.
- Shrubbery shall not overlap streets or sidewalks.
- Where multiple types of shrubs are displayed in a grouping within the same location, they shall be planted in rows, by type, parallel to the walkway or street.
- All shrubs shall be trimmed to maintain a minimum 12-inch standoff from a fence, wall, building, with mulch, three inches deep, covering the exposed ground.
- When shrubbery is planted to provide a 2 or 3 tiered appearance there shall be a minimum of 12- inch height separation between tiers.
- If a 3 trim cannot be differentiated then the middle tier shall be removed and replaced with more lower-tier shrubs while maintaining a minimum of 12-inch separation.
- Shrubs in front or behind an iron fence shall be trimmed, on both sides, to a height a minimum of twelve inches below the top horizontal fence bar. The horizontal height shall be maintained along the entire fence line location.
- Any dead or overgrown shrubbery needs to be replaced or cut back.

## Trees

- Trees must be lifted and maintained to a minimum of fifteen (15) feet over all road surfaces, eight (8) feet over all sidewalks and pedestrian walkways and eight (8) feet elsewhere.
- Large shade trees that cannot be adequately pruned from the ground are exempt from the pruning requirements of this section. These trees are not exempt from the lifting requirements of this section.
- Palm trees will be pruned as needed to remove dead fronds, seed pods, loose boots and weak stalks or no less than every three (3) months, starting in January.

## Other general Instructions

- Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.
- Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees will be done as needed.
- All turf, shrubs, ornamentals and groundcovers will be monitored for pests, disease and nutrient problems and treated accordingly when found.
- Beds with mulch, bark, or chips will be replenished on an annual basis.
- All landscape debris on curbs, sidewalks, paved areas, etc. generated by mowing shall also include immediately sweeping and/or blowing clippings off in a direction away from buildings, planting beds and cars. Clippings and debris shall never be blown into storm water inlets or ponds.
- All areas shall be kept free of grass clumps and excess debris.
- Inspection, cleaning and adjustment of irrigation system components on the property will be done on a monthly basis.
- The Business Partner will haul away all landscape debris generated during the performance of this Scope of Work.
- All plant beds will be kept reasonably free of weeds and excess growth with respect to site conditions and time of year. Weeding will be accomplished by hand pulling and/or herbicide application. All weeds in sidewalk or pavement areas will be chemically controlled or removed as required with Round-Up or equivalent at a ratio of 3 ounces per gallon of water.


## 3. Monuments

- Establish a sense of community, connectivity and pride within our neighborhood
- Monuments need to be visible and be unobstructed from landscaping.
- Today, there are 5 monuments with neighborhood signs.
- Monuments are surrounded by shrubs and plants to various heights and in need of regular pruning, shrub removal, and replanting



*Stonebrier CDD*  
*Landscape Mowing and Trimming Instructions*

- Apply two (2) applications of a custom blended fertilizer in February/March and September/October.
- Apply applications of insect and disease control as needed.
- Fertilization and control of insects and disease on shrub and palms trees is limited on plants

*Figure 1. Monument Views and Maintenance Instructions*

<b>Waterbridge 1</b>		<ul style="list-style-type: none"><li>• All shrubs shall be trimmed to maintain a minimum 12-inch standoff from a monument.</li><li>• Related shrubs along the curb of a monument shall be maintained at a height two inches below the accent trim to provide monument visibility. The accent trim will always have 360-degree visibility</li><li>• Annuals around monument need to be replaced as stated in the</li></ul>
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*Stonebrier CDD*  
*Landscape Mowing and Trimming Instructions*

<b>Waterbridge 2</b>		<p>contract.</p> <p><i>Trimming to instructions and standards required on regular basis</i></p>
<b>Sweetgrass</b>		<p><i>Trimming to instructions and standards required on regular basis</i></p>

*Stonebrier CDD*  
*Landscape Mowing and Trimming Instructions*

<b>Woodside</b>		<p><i>Trimming to instructions and standards required on regular basis</i></p>
<b>Sandhurst</b>		<p><i>Trimming to instructions and standards required on regular basis</i></p>



<b>Exit Gate</b>	 A photograph of an exit gate at Stonebrier CDD. The gate is a black metal fence with a small yellow and white signpost in the center. The signpost has a 'NO SOLICITING' sign. The gate is surrounded by green shrubs and a paved area.	<ul style="list-style-type: none"><li>• Exit Gate. No Soliciting sign needs to be visible.</li></ul> <p><i>Trimming to instructions and standards required on regular basis</i></p>
<b>Main</b>	 A photograph of the main entrance monument at Stonebrier CDD. The monument is a large, ornate stone structure with the name 'STONEBRIER' on it. It is surrounded by lush greenery, including palm trees and shrubs. The monument is situated next to a calm pond that reflects the scene.	<ul style="list-style-type: none"><li>• Tier one and two shrubs need to remain below the trim line o the monument.</li><li>• Stonebrier must remain visible.</li></ul> <p><i>Trimming to instructions and standards required on regular basis</i></p>

#### 4. Grass Care

- Mowing of all turf areas weekly in the months of **April through September** and bi-weekly in the months of **October through March**.
- The height of the cut will be set at approximately **three inches**. Mowing wet grass shall be avoided when possible.
- Mower blades must be sharp so that the cut grass edge is clean and not ragged.
- Fertilization per Scope of Work in contract.
- All areas shall be kept of grass clumps and excess debris.

Figure 2. Turf View corner of West County Line



## 5. Landscape Obstructions

- Plants, hedges, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned.

Figure 3. Landscape Without Obstructions



- Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.

*Trimming to instructions and standards required on regular basis*



## 6. Palms

- Beginning in **January**, Palm trees need to be trimmed (2) times annually to maintain a neat and quality appearance.
- There should be no “pin heading” of palms.
- All dead Palm Fronds should be trimmed and removed as needed.




*Trimming to instructions and standards required on regular basis*

## 7. The Roundabout on West County Line and South Lake.

- The turf needs to be mowed to the above mentioned height.
- Annuals need to be installed around the flag pole.
- Palm trees need to remain trimmed.

Figure 4. Roundabout Maintenance Instructions

	<p><i>Trimming to instructions and standards required on regular basis</i></p>
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## 8. Golf Course Hedge

- The Hedge needs to remain cut back with no branches sticking up taller than the rest.
- Weeds of the hedge area are to be eliminated by treatment spring and fall or as otherwise necessary on a frequent basis as required to maintain a clean and manicured look.

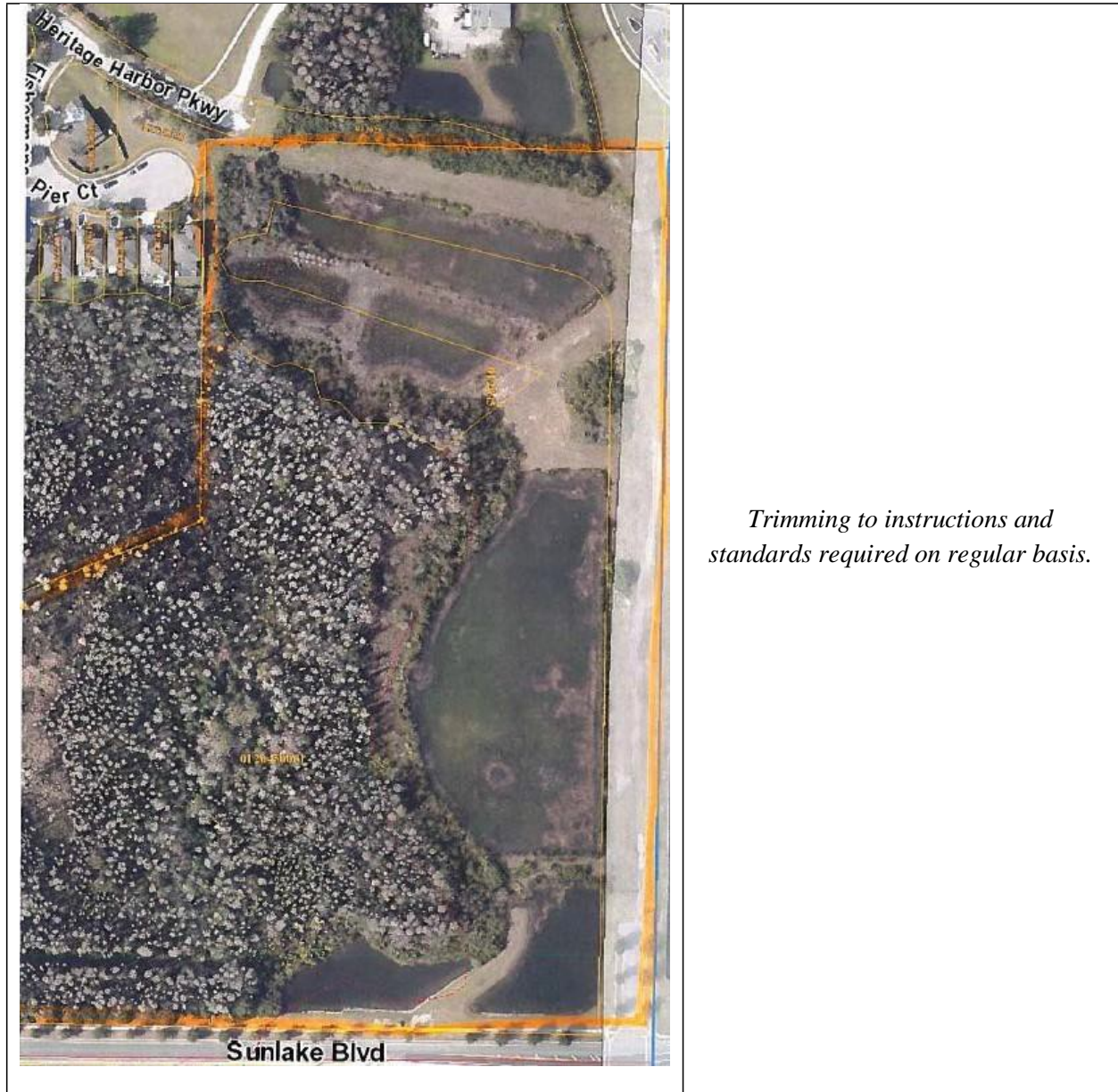


*Trimming to instructions and standards required on regular basis*

## 9. Vacant Parcel

- The turf needs to be mowed to the above mentioned height.
- Maintain area free of any debris.

Figure 5. Vacant Parcel Location Map





## 10. Median Maintenance

### Bedding Plant Care

- All annual bed planting on the property will be changed four (4) times per year during the months of **January, April, July, and October**.
- Any shrubs or plants shall fill in empty space in the interior.

Figure 6. Various Views of Medians

	<p><i>Trimming to instructions and standards required on regular basis</i></p>
	<p><i>Trimming to instructions and standards required on regular basis</i></p>

## **11. Appendix**

Annual Calendar of Events and Financial Summary from Landscape Contractor

**Proposers: Please insert completed Bid Tabulation Form Below & Detailed Landscape Maintenance Plan.**

**Bid Tabulation & Summary Form**

St. Augustine Turf Mow	40	NA	\$698.00	\$27,920.00
Bahia Turf Mow	40	NA	\$895.00	\$35,800.00
Edge (Soft)	24	NA	\$350.00	\$8,400.00
Edge (Hard)	40	NA	\$245.00	\$9,800.00
Shrub/Groundcover Trim	12	NA	\$1,318.00	\$15,816.00
Tree Maintenance (13 feet – list quantity)	2	420	\$4,120.50	\$8,241.00
Palm Pruning (list quantity)	2	176	\$30 per Palm	\$10,560.00
Debris Disposal	52	NA	\$105.00	\$5,460.00
Insect/Disease Control (ongoing)	52	NA	\$42.00	\$2,184.00
Irrigation Inspection and Management (117 Zones)	12	117 Zones	\$826.00	\$9,912.00
Shrub Fertilization	2	NA	\$1,433.00	\$2,866.00
St. Augustine Turf Fertilization	6	NA	\$1,689.00	\$10,314.00
Bahia Turf Fertilization	6	NA	\$1,055.00	\$6,330.00
Turf Weed Control	52	NA	\$61.00	\$3,172.00
Bed Weed Control	52	NA	\$386.00	\$20,072.00
Annuals – 5,350 Per Rotation	4	5,350 per rotation	\$6,687.50	\$26,750.00
Conservation Cutback (including Brazilian Peppertree) & Grasses Cutback	2	NA	\$3,500.00	\$7,000.00
Mulch Per CY	As Needed**	NA	\$50.00	
Palm Fertilization Per Tree	As Needed**		\$7.50	
Sod Replacement	As Needed**	NA	\$1.10	
Tree Fertilization Per Tree	As Needed**		\$7.50	
Irrigation Labor per Emergency Response	As Needed**	NA	After Hours \$150.00	
Detail out any other items for consideration				

**CATEGORY A. FIRST YEAR LANDSCAPE  
ANNUAL MAINTENANCE TOTAL**

**\$ \$210,597.00**

\*\* Should not be included in yearly total

## Contract



# **STONEBRIER COMMUNITY DEVELOPMENT DISTRICT**

## **DETAILED SPECIFICATIONS Landscape and Irrigation Maintenance Services**

The Specifications are provided on the Landscape Maintenance Map.

Please note the following when completing the proposal forms:

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

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

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

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

### **General Services**

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

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

### **General Services (Continued)**

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

### **Turf Care - St. Augustine Sod**

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

7. Additional applications of insecticide, if necessary, at no additional cost to Owner, will be done to control Chinch Bugs, Army Worms, Sod Webworms, and Grubs.
8. If after any application of fertilizer streaks, it will be re-applied at no charge to the Owner.

### **Turf Care – St. Augustine Sod (Continued)**

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

### **Turf Care – Bahia Sod**

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

### **Turf Warranty**

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

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

### **Tree and Shrub Care**

1. Apply two (2) applications of a custom blended fertilizer in February/March and September/October.
2. Apply applications of insect and disease control as needed.
3. Fertilization and control of insects and disease on shrub and palms trees is limited on plants up to twenty-five (25) feet. All trees over twenty-five (25) feet in height are specifically excluded from this scope of work.
4. Fertilizer shall be customized as deemed necessary by the Business Partner to accommodate the existing soil conditions.
5. Any time the Business Partner is applying fertilizer, herbicide, pesticide or any other landscape chemicals; they shall have at least one employee supervising this application who

is certified in Best Management Practices by the University of Florida Institute of Food and Agricultural Sciences and the Florida Department of Environment Protection.

6. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

### **Tree and Shrub Warranty**

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

#### **Exclusions to this warranty are:**

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

### **Bedding Plant Care**

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

### **Bedding Plant Warranty**

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

#### **Exclusions to this warranty are:**

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

### **Bed Dressing**

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

### **Palm Tree Trimming**

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

### **Irrigation - Maintenance/Service**

1. **The Business Partner will perform the following inspection and maintenance services once monthly:**
  - a. Activate and visually inspect each zone of the existing system.
  - b. Visually inspect entire property for proper coverage.
  - c. Visually inspect system and report to the Owner any heads, valve boxes, or other equipment in need of repair or replacement.
  - d. Clean or adjust any heads not functioning properly.
  - e. Adjust program controller to the watering needs as dictated by weather conditions.
  - f. Assure proper operation of all control valves.
  - g. Adjust heads for correct arc and rotation as necessary.
  - h. Leave areas in which repairs or adjustments are made neat and free of debris.
2. **Repairs:**
  - a. The Business Partner must obtain Owner approval of irrigation system repairs and component replacement before initializing such work.
  - b. Upon authorization by the Owner, the Business Partner will proceed with such extra Work at a price negotiated by the parties. The negotiated prices shall be agreed upon between the Business Partner and Owner and a standard unit price list will be made a part of any Agreement resulting from this Scope of Work.

## **GENERAL CONDITIONS**

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

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

## **QUALITY AND INSTALLATION STANDARDS**

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



### **QUALITY AND INSTALLATION STANDARDS (Continued)**

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

### **Enclosure A. Schedule of Services, as applicable to each Agreement**

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

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

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

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

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

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

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

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

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

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

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

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

**Checklist**

## STONEBRIER CDD - VISUAL LANDSCAPE CHECKLIST

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

LANDSCAPE MAINTENANCE	Standard	Refer to Page(s) in Instruction Manual & (Contract)	Schedule	Complete	
				YES	NO
<b>TURF MOW</b> (grass height, patterns changed, free of grass clumps and landscape debris)	3 inches height; no grass clumps and excess debris	4, 5, 11 (13, 14)	Weekly Apr to Sep Bi-Weekly Oct to Mar		
<b>TURF FERTILITY</b> (dead/browning grass, nutrient levels tested at least 2 x yearly, fertilizer streaking)	Fertilization bag tags provided	4, 11, 12 (15)	At least 2x per year. First application in Jan		
<b>TURF EDGING</b> (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)	No chemical edging; reel mower; 0.3 inch above ground	4, 5 (13)	Weekly		
<b>WEED CONTROL – TURF AREAS</b> (reasonably free of weeds)	Free of weed; herbicide ratio 3 oz. per gallon	4, 6, 15 (14, 15, 16, 17)	Weekly		
<b>TURF INSECT/DISEASE CONTROL</b> (monitor for pests, disease, fungus)	As needed	4, 6, 7 (14, 15, 16, 17)	Weekly		
<b>PLANT FERTILITY</b> (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	As needed. Plant bedding 4 x per year	4, 5, 17 (14)	Weekly. Change plants in Jan, Apr, Jul, Oct		
<b>WEED CONTROL – BED AREAS</b> (reasonably free of weeds)	Free of weed; herbicide ratio 3 oz. per gallon	4, 6, 16 (14, 15)	Weekly		
<b>PLANT BED INSECT/DISEASE CONTROL</b> (monitor for pests, disease, fungus)	As needed	4, 6, 7 (14, 15, 16, 17)	Weekly		

## STONEBRIER CDD - VISUAL LANDSCAPE CHECKLIST

LANDSCAPE MAINTENANCE	Standard	Refer to Page(s) in Instruction Manual & (Contract)	Schedule	Complete	
				YES	NO
<b>PRUNING &amp; TREE TRIMMING</b> (15 feet over roadways, 8 feet sidewalks and elsewhere)	Neat and quality appearance, as needed	4, 7, 14 (14, 17, 15)	Palm tree trimming at least 2x annually; prune no less than every three (3) months		
<b>CLEANLINESS</b> (debris free, leaf litter, landscape debris)	Neat and quality appearance as needed	4, 6, 12 (14)	Weekly		
<b>MULCHING</b> (distributed appropriately, bare areas, recommended is 3")	Replenish as needed	4, 5, 6 (17)	At least annual		
<b>VACANT PARCEL</b>	Mow and clean debris	4, 5, 6, 11, 12 (13, 14)	Weekly		
<b>WATER/IRRIGATION MANAGEMENT</b>	Regular inspection and repairs; on site in 2 hours for major breaks	4, 5, 6 (13, 14, 17, 20, 21)	Inspection monthly		
<b>PRIOR MAINTENANCE ITEMS ADDRESSED</b>	As needed	4 (13, 14)	Weekly		



**Map**

**STONEBRIER SUBDIVISION**  
HILLSBOROUGH COUNTY, FL

**GENESIS GROUP**  
FROM NORTH TO REALTY  
3810 LEO HIGHWAY 331 NORTH, SUITE 140, TAMPA, FL 33611  
PHONE: 813.837.6600 FAX: 813.837.6999 [www.GenesisRealty.com](http://www.GenesisRealty.com)  
TX: 813.837.6600 FL: 813.837.6600

**CENTEX HOMES**  
WEST FLORIDA DIVISION



Conveyance and Gated Entry Maintenance Exhibit  
Sheet 1 of 2

Hillsborough County

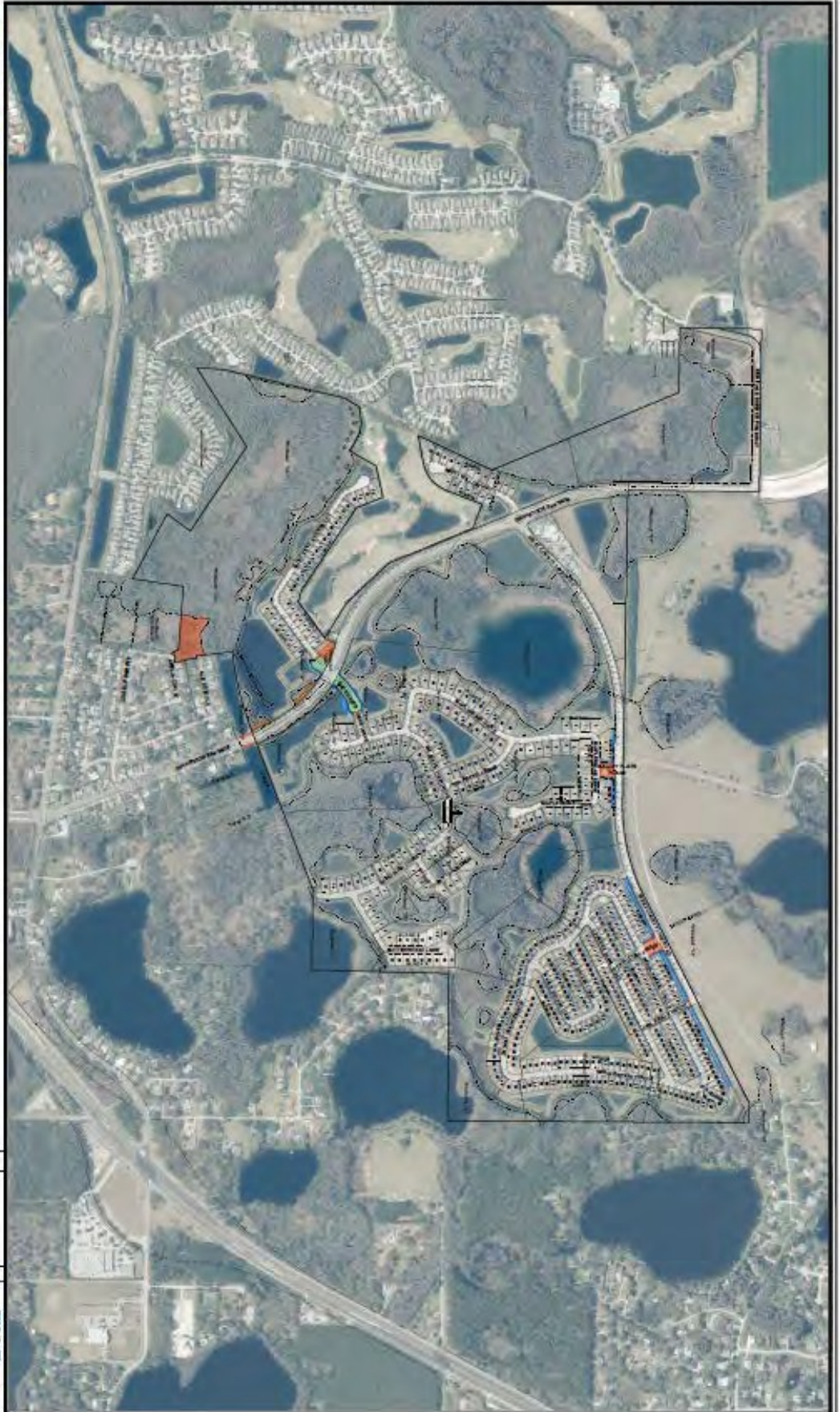


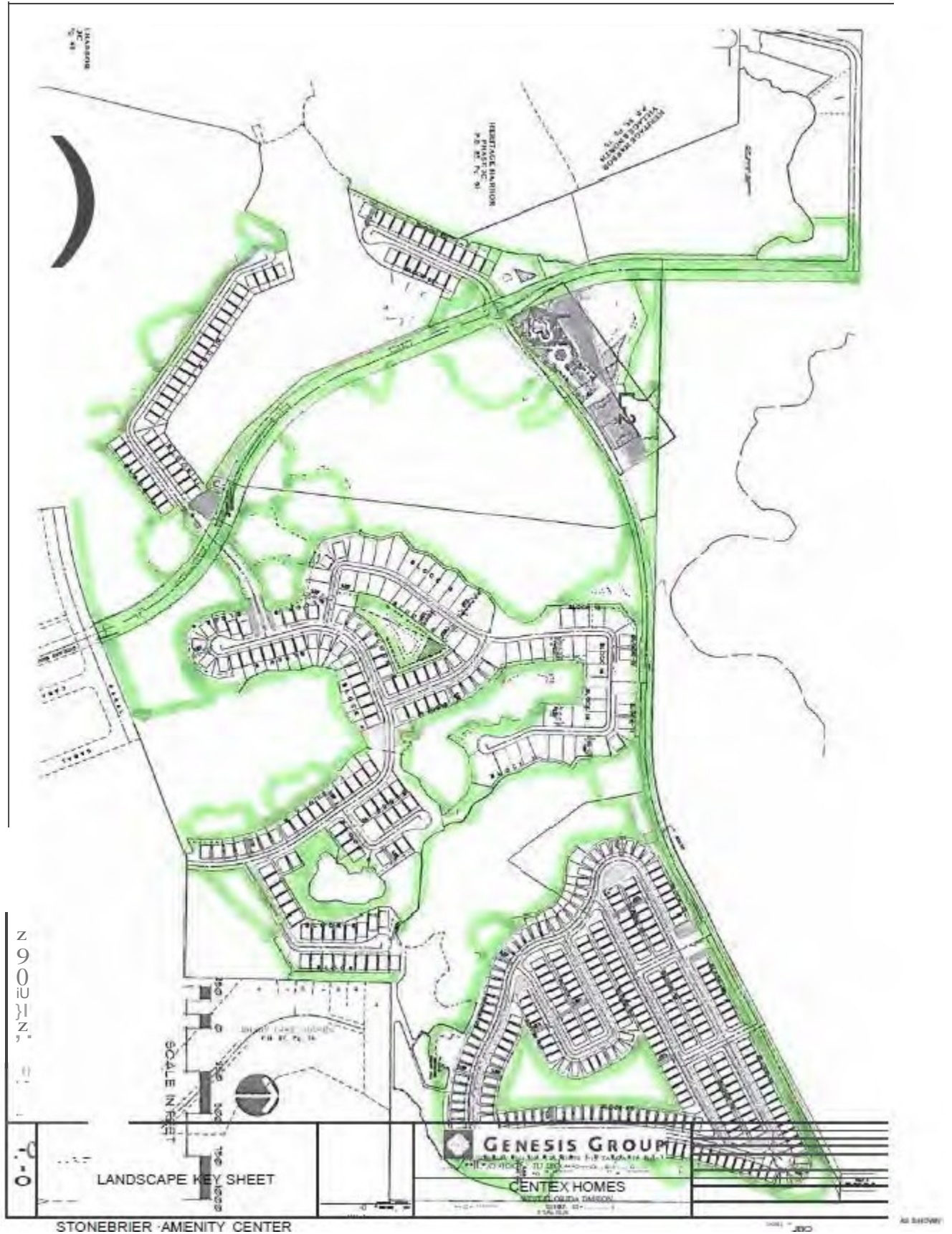
TABLE 1. Summary of the study			
Study	Year	Location	Sample size
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6	2003	India	100
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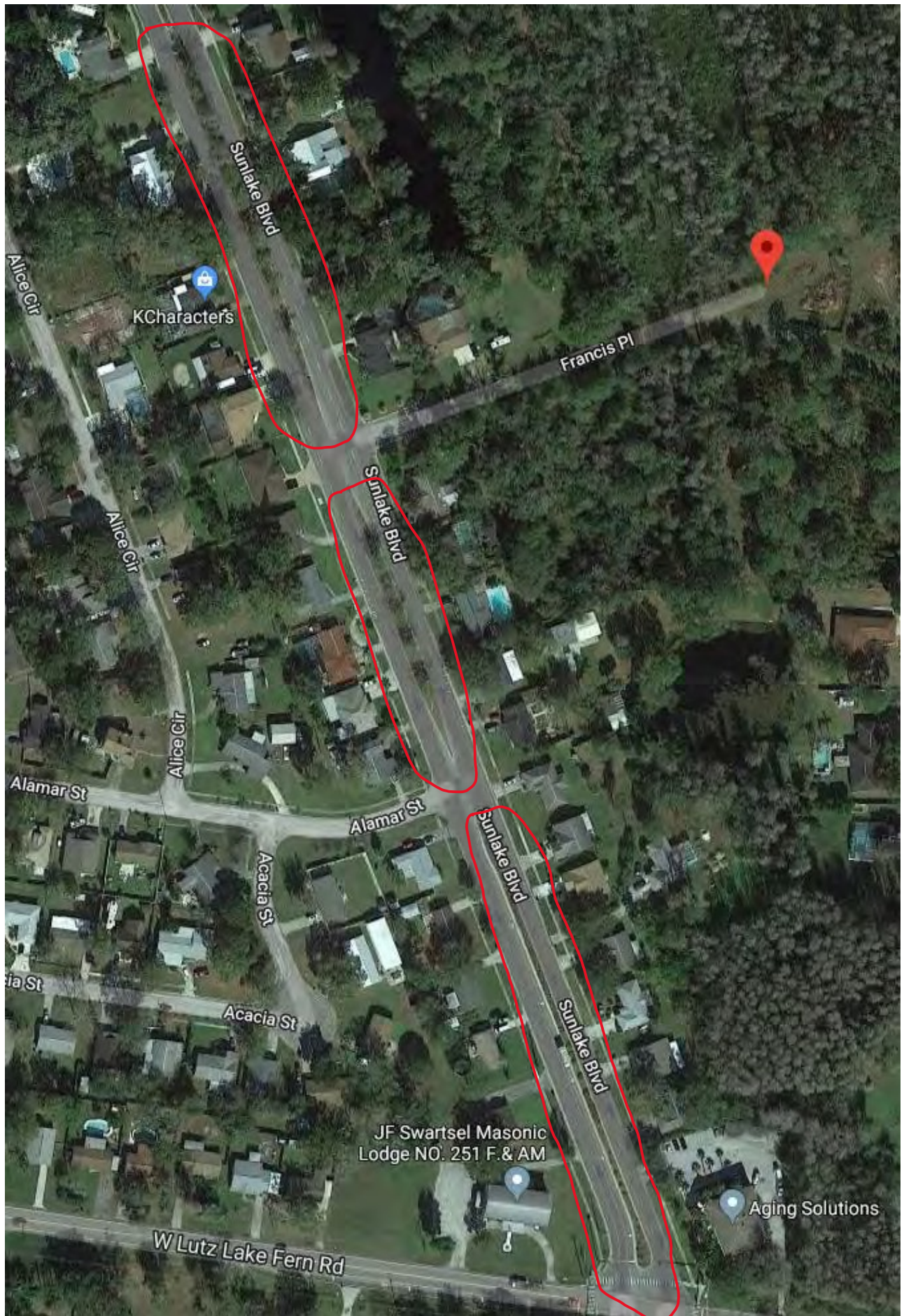
















# EXHIBIT 3

# Stonebrier

CDD

Thursday, February 6, 2020

Stonebrier CDD Board

**14 Observations Identified**

Matthew Matos

Yellowstone Landscape







### **Hedges Trimmed**

Location W. County Line Rd.

The crew trimmed the hedge row along W. County Line Rd during detailing services on 1-22-2020.

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### **Shrubs Trimmed**

Location W. County Line Rd.

The crew trimmed the shrubs on W. County Line Rd. during detailing services on 1-22-2020.

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### **Hedge Trimmed**

Location County Line Lift Station

The crew trimmed and shaped the hedges around the county line lift station during detailing services on 1-22-2020.

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### **Hedges Trimmed**

Location Waterbridge Entrance On County Line

The crew trimmed the hedges and shrubs at the Waterbridge entrance on W. County Line Rd. during detailing services on 1-22-2020

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### **Shrubs Trimmed**

Location Waterbridge Entrance On County Line

The crew trimmed the shrubs at the Waterbridge entrance on W. County Line Rd. during detailing services on 1-22-2020.

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### **Shrubs Trimmed**

Location Waterbridge Entrance On County Line Rd.

The crew trimmed the hedges and shrubs at the Waterbridge entrance on W. County Line Rd. during detailing services on 1-22-2020.

---



### **Hedges Trimmed**

Location W. County Line Rd.

The crew trimmed the hedges and shrubs on W. County Line Rd. during detailing services on 1-22-2020.

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### **Monument Detailing**

Location Stonebrier Monument

The crew trimmed the shrubs at the monument during detailing services on 1-22-2020.

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### **Monument Detailed**

Location Stonebrier Monument

The crew trimmed and shaped the hedges at the Stonebrier monument and made sure they cutback the hedges away from the lighting. You should now have better visibility. This was completed during detailing services on 1-22-2020

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### **Viburnum Hedge Trimmed**

Location Sunlake Blvd

The hedge row that borders the golf course has been completely trimmed during detailing services on 1-23-2020.

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### **Hedges Trimmed**

Location Sunlake Blvd Lift Station

The crew trimmed the hedges around the lift station in Sunlake Blvd during detailing services on 1-23-2020.

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### **Viburnum Hedge Trimmed**

Location Sunlake Blvd

The hedge row that borders the golf course has been completely trimmed during detailing services on 1-23-2020.

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### **Washingtonian Palm Installation**

Location W. County Line Rd.

The crew hard at work staking the palms and leaf blowing the debris. 1-31-2020.

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### **Washingtonian Palm Tree Installation**

Location W. County Line Rd

The Washingtonian Palm Tree installation took place on 1-31-2020. The trees have been staked and watered in. I will continue to monitor their progress.

---

# January

## 2020

Stonebrier CDD

### Calendar of Services

Below is a calendar of services that have been completed and took during the month of January.

PLEASE KEEP FOR YOUR RECORDS!



<u>U</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
			1	2 Fert/Pest Service (turf)	3 Fert/Pest Service (turf)  Missed annual beds installed	4
5	6 Mowing (Blvd)	7	8	9	10	11
12	13 Mowing (Ponds)	14 Irrigation Audit Repairs And Wet Check	15 Irrigation Audit Repairs And Wet Check	16	17	18
19	20 Mowing (Blvd)	21	22 Detail Services  Follow up Wet Check	23 Detail Services	24	25
26	27 Mowing (Ponds)	28	29	30	31 Palm Tree Installation	

# February

2020

Stonebrier CDD

## Calendar of Services

Below is a calendar of services to take place in the month of February.

\*Service dates subject to change. Any updates or changes in service will be communicated with district management and the board\*



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Mowing (Blvd) *IRR Wet Check	4	5	6	7	8
9	10 Mowing (Ponds) Fert/Pest Services	11	12	13	14	15
16	17 Mowing (Blvd)	18	19 *Detail Services	20 *Detail Services	21	22
23	24 Mowing (Ponds)	25	26	27	28	29



# March

# 2020

Stonebrier CDD

## Calendar of Services

Below is a calendar of services to take place in the month of March.

\*Service dates subject to change. Any updates or changes in service will be communicated with district management and the board\*



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Mowing (Blvd) IRR Wet Check	3	4 *Fert/Pest Service (turf + shrubs)	5 *Fert/Pest Service (turf + shrubs)	6	7
8	9 Mowing (Ponds)	10	11	12	13 *Spring Annuals	14
15	16 Mowing (Blvd)	17	18	19	20	21
22	23 Mowing (Ponds)	24	25 *Detail Services	26 *Detail Services	27	28
29	30 Mowing (Blvd)	31				

# EXHIBIT 4



Proposal #47700

Date: 02/05/2020

From: Matthew Matos

## Proposal For

### DPFG

250 International Pkwy  
Suite 280  
Lake Mary, FL 32746

main:  
mobile:

## Location

21550 County Line Rd. W  
Lutz, FL 33558

Property Name: Stonebrier CDD

West County Line Road Tree Trimming

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
W. County Line Rd. Tree Trimming	195.00	\$93.00	\$18,135.00

## Client Notes

**This line item is for North side of West County Line Road. Approx: 117 Live Oaks**

Structurally Prune the Live Oak Trees

- raise the canopies
- thin out the sucker growth
- remove the deadwood greater than 2"
- remove the cross branches
- trim off the lights

**This line item is for the South side of West County Line Road. Approx: 78 Live Oaks**

Structurally Prune the Live Oak Trees

- raise the canopies
- thin out the sucker growth
- remove the deadwood greater than 2"
- remove the cross branches
- trim off the lights

Signature

x

SUBTOTAL \$18,135.00

SALES TAX \$0.00

TOTAL \$18,135.00

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

Contact

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

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

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

Assigned To

Matthew Matos

Office:

mmatos@yellowstonelandscape.com









Proposal #45433

Date: 01/23/2020

From: Matthew Matos

Proposal For

DPFG

250 International Pkwy  
Suite 200  
Lake Mary, FL 32746

main:  
mobile:

Location

21550 County Line Rd. W  
Lutz, FL 33558

Property Name: Stonebrier CDD

Holly Shrub Bed Conversion to St. Augustine Sod

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
General Labor	1.00	\$728.00	\$728.00
Irrigation Labor	1.00	\$296.88	\$296.88
St. Austine Sod	1200.00	\$1.25	\$1,500.00
Rotor Irrigation Heads	4.00	\$20.00	\$80.00
1 1/2" PVC Pine (40ft)	40.00	\$1.15	\$46.00

Client Notes

As discussed in the December 12, 2019 CDD Meeting, a proposal to convert the Holly Shrub bed on County Line near the roundabout to St. Augustine sod.

Price includes: delivery, irrigation conversion labor, irrigation parts & materials, sod (St. Augustine), removal and installation labor.

	SUBTOTAL	\$2,650.88
Signature	SALES TAX	\$0.00
x	TOTAL	\$2,650.88

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

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

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

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

Assigned To

Matthew Matos

Office:  
mmatos@yellowstonelandscape.com



Proposal #48217

Date: 02/07/2020

From: Matthew Matos

## Proposal For

DPFG

250 International Pkwy  
Suite 280  
Lake Mary, FL 32746

main:  
mobile:

## Location

21550 County Line Rd. W  
Lutz, FL 33558

Property Name: Stonebrier CDD

Trash + Debris Clean Up and Removal

Terms: Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor and Dump Fees	1.00	\$1,262.50	\$1,262.50

## Client Notes

As asked, a proposal to remove the trash, debris, and furniture that has been illegally dumped on the North parcel of the Stonebrier CDD.

We would also clean up the vegetation that is present around the fire hydrant and check this entire parcel for more trash and debris that may be present and remove that as well.

Price includes: labor and dump fees.

Signature

x

SUBTOTAL	\$1,262.50
SALES TAX	\$0.00
TOTAL	\$1,262.50

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

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

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

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

Assigned To

Matthew Matos

Office:  
mmatos@yellowstonelandscape.com

# EXHIBIT 5



**MINUTES OF MEETING**  
**STONEBRIER**  
**COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Stonebrier Community Development District was held on Thursday, January 9, 2020 at 6:30 p.m. at AVID Management, 2906 Busch Lake Blvd., Tampa, Florida 33614.

**FIRST ORDER OF BUSINESS – Roll Call**

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

Present and constituting a quorum were:

Analina Medina	Board Supervisor, Chairwoman
Emmanuel Ramos	Board Supervisor, Assistant Secretary
Brad Cornelius	Board Supervisor, Assistant Secretary
Zachery Campbell	Board Supervisor, Assistant Secretary

Also present were:

Patricia Thibault	District Manager, DPFG Management & Consulting, LLC.
Tucker Mackie <i>(via phone)</i>	District Counsel, Hopping Green & Sams
Matthew Matos	Yellowstone Landscape, Inc.
Ted Galloway	Stonebrier HOA Manager

*The following is a summary of the discussions and actions taken at the January 9, 2020 Stonebrier CDD Board of Supervisors Regular Meeting.*

**SECOND ORDER OF BUSINESS – Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS – Vendor Reports**

A. Exhibit 1: Solitude Lake Management – Waterway Inspection Report – December

Ms. Medina requested that plantings and other waterway operations be communicated in a more coordinated fashion to residents that may be impacted.

B. Exhibit 2: DPFG Field Operations Report

Ms. Medina noted that reports on landscape matters need to be fact-based rather than qualitative moving forward, stating that the cut backs should be recorded as being performed by the county as an example.

C. Yellowstone Landscape Report

**FOURTH ORDER OF BUSINESS – Consent Agenda**

A. Exhibit 3: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held December 12, 2019

B. Exhibit 4: Consideration for Acceptance – The November 2019 Unaudited Financial Report

Ms. Medina raised a question regarding the expenditures that went into the line item Landscape Renew & Replenishment, which was clarified to be from removal of dead palms and median cleanup.

On a MOTION by Mr. Ramos, SECONDED by Mr. Cornelius, WITH ALL IN FAVOR, the Board approved Items A and B of the Consent Agenda for the Stonebrier Community Development District.

**FIFTH ORDER OF BUSINESS – Business Items**

- A. Exhibit 5: Discussion of Memorandum – Updated Provisions of the District’s Rules of Procedure
- B. Exhibit 6: Consideration & Adoption of **Resolution 2020-01**, Setting Public Hearing for 2019 Rules of Procedure – *March 12, 2020*

Ms. Mackie and the Board reviewed the updates to the procedures and the public hearing needed to adopt the procedures in accordance with Florida law. Discussion ensued with specific provisions.

On a MOTION by Mr. Cornelius, SECONDED by Ms. Medina, WITH ALL IN FAVOR, the Board adopted **Resolution 2020-01**, Setting the Public Hearing for 2019 Rules of Procedure for March 12, 2020, for the Stonebrier Community Development District.

- C. Exhibit 7: Consideration of Flatwoods Monthly Herbicide Application Proposal - \$2,280.00

Ms. Thibault noted that this application was to address the cutback currently under supervision of Yellowstone under their contract. Discussion ensued.

On a MOTION by Ms. Medina, SECONDED by Mr. Campbell, WITH ALL IN FAVOR, the Board approved the Flatwoods Monthly Herbicide Application Proposal, in the amount of \$2,280.00, for the Stonebrier Community Development District.

- D. Exhibit 8: Consideration of Yellowstone Irrigation Audit Repairs - \$1,777.53

On a MOTION by Ms. Medina, SECONDED by Mr. Campbell, WITH ALL IN FAVOR, the Board approved the Yellowstone Irrigation Audit Repairs Proposal, in the amount of \$1,777.53, for the Stonebrier Community Development District.

**SIXTH ORDER OF BUSINESS – Staff Reports**

- A. District Manager

There being none, the next item followed.

- B. District Attorney

Discussion was held regarding LMP correspondence and disputes. Ms. Thibault stated that she would acquire transcripts of August, September, and October minutes referencing LMP services.

Ms. Mackie also discussed properties owned by the district that could potentially be used for storage per the plan development order, and that in its current state the CDD would need to file an amendment application for review by the Board of County Commissioners.

- C. District Engineer

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS – Supervisors Requests**

There being none, the next item followed.

77 **EIGHTH ORDER OF BUSINESS – Audience Comments – New Business**

78           There being none, the next item followed.

79 **NINTH ORDER OF BUSINESS – Adjournment**

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

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

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

87

88 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
89 **meeting held on \_\_\_\_\_.**

90

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

91

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

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

92

93 **Title:**   ☐ **Secretary**   ☐ **Assistant Secretary**

**Title:**   ☐ **Chairman**   ☐ **Vice Chairman**

# EXHIBIT 6



# **Stonebrier Community Development District**

**Financial Statements  
(Unaudited)**

**Preliminary**

**Period Ending  
December 31, 2019**

**Stonebrier CDD**  
**Balance Sheet**  
**December 31, 2019**

	<b>GENERAL FUND</b>	<b>DEBT SERVICE FUND 2016</b>	<b>TOTAL</b>
<b><u>ASSETS:</u></b>			
CASH	\$ 77,025	\$ -	\$ 77,025
INVESTMENTS:			
MMK ACCOUNT	780,899	-	780,899
12-MO CD matures March 3, 2019	103,478	-	103,478
REVENUE	-	462,325	462,325
RESERVE	-	222,719	222,719
PREPAYMENT	-	955	955
DUE FROM OTHER FUNDS	-	-	-
ASSESSMENTS RECEIVABLE	27,215	22,863	50,078
DEPOSITS	873	-	873
PREPAID ITEMS	9,152	-	9,152
<b>TOTAL ASSETS</b>	<b>\$ 998,642</b>	<b>\$ 708,861</b>	<b>\$ 1,707,504</b>
<b><u>LIABILITIES:</u></b>			
ACCOUNTS PAYABLE	\$ 72,262	\$ -	\$ 72,262
DUE TO OTHER FUNDS	-	-	-
DEFERRED REVENUE	27,215	22,863	50,078
<b><u>FUND BALANCE:</u></b>			
NON SPENDABLE (Deposits)	10,025	-	10,025
ASSIGNED:			
OPERATING CAPITAL	102,668	-	102,668
FY 2019 May 3, 2019 Report	353,855	-	353,855
UNASSIGNED	432,618	-	432,618
RESERVED FOR DEBT SERVICE	-	685,999	685,999
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 998,642</b>	<b>\$ 708,861</b>	<b>\$ 1,707,504</b>

Note: GASB 34 government wide financial statements are available in the annual independent audit of the District. The audit is available on the website and upon request.

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

	<b>FY 2020 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUE</b>				
ASSESSMENT - ON ROLL	\$ 530,234	\$ 318,140	\$ 503,019 (a)	\$ 184,878
ASSESSMENT - ON-ROLL EXCESS FEES	-	-	-	-
FUND BALANCE FORWARD	75,000	-	-	-
INTEREST REVENUE	-	-	1,530	1,530
MISCELLANEOUS REVENUE	-	-	-	-
<b>TOTAL REVENUE</b>	<b>605,234</b>	<b>318,140</b>	<b>504,549</b>	<b>186,408</b>
<b>EXPENDITURES</b>				
<b>ADMINISTRATIVE:</b>				
BOARD OF SUPERVISORS SALARIES	12,000	3,000	2,400	600
PAYROLL TAXES - FICA & FUTA	918	230	184	46
PAYROLL SERVICE FEE	750	188	147	41
MANAGEMENT CONSULTING SERVICES	31,380	7,845	7,844	1
GENERAL ADMINISTRATIVE	3,765	941	941	-
GENERAL MASS MAILING	1,000	-	-	-
AUDITING	3,000	-	-	-
ASSESSMENT ADMINISTRATION	6,800	6,800	6,800	-
MISCELLANEOUS (print & bind, mtg rm, bank fees, misc supplies)	250	63	-	63
REGULATORY AND PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	2,500	625	521	105
ENGINEERING SERVICES	8,500	2,125	2,348	(222)
LEGAL SERVICES	20,000	5,000	6,876	(1,876)
WEBSITE DEVELOPMENT & HOSTING	2,265	2,040	2,737	(697)
EMAIL	720	180	144	36
LIABILITY INSURANCE	7,693	7,693	7,175	518
MISCELLANEOUS SERVICES	500	125	9	116
<b>TOTAL ADMINISTRATIVE</b>	<b>102,216</b>	<b>37,029</b>	<b>38,299</b>	<b>(1,271)</b>
<b>DEBT SERVICE ADMINISTRATION:</b>				
TRUSTEE FEES	3,718	-	-	-
DISSEMINATION AGENT	1,500	1,500	1,500	-
ARBITRAGE	650	-	-	-
TRUST FUND ACCOUNTING	3,660	915	915	-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>9,528</b>	<b>2,415</b>	<b>2,415</b>	<b>-</b>
<b>FIELD OPERATIONS:</b>				
PROPERTY TAXES (Streetlights)	17,000	17,000	16,794	206
ENTRY WALLS & MAINTENANCE	2,500	625	-	625
ELECTRICITY	7,800	1,950	1,112	838
POND & LAKE MAINTENANCE	25,290	5,460	3,640	1,820
MITIGATON MONITORING	2,200	1,100	1,700	(600)
MITIGATON MAINTENANCE	4,400	1,100	-	1,100
LANDSCAPE MAINTENANCE	210,639	52,660	61,480	(8,821)
LANDSCAPE RENEW & REPLENISHMENT	10,000	2,500	17,688	(15,188)
LANDSCAPE IRRIGATION	8,600	2,150	2,875	(725)
MISC FIELD EXP - REPAIRS, PRESSURE WASH & OTHER MISC	15,000	3,750	-	3,750
SIGNAGE	250	63	-	63
PUMP REPAIRS	-	-	-	-
HOLIDAY DECORATIONS	10,250	10,250	5,125	5,125
SECURITY PATROL	-	-	-	-
CAPITAL PROJECTS	90,000	-	-	-
RUST CONTROL	-	-	-	-
MISCELLANEOUS FIELD EXPENSE (RESERVE STUDY)	-	-	-	-
CONTINGENCY	4,861	1,215	-	1,215
<b>TOTAL FIELD OPERATIONS</b>	<b>408,790</b>	<b>99,823</b>	<b>110,415</b>	<b>(10,592)</b>
<b>TOTAL EXPENDITURES BEFORE FUND BALANCE RESERVE</b>	<b>520,534</b>	<b>139,266</b>	<b>151,129</b>	<b>(11,863)</b>

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

	FY 2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
RENEWAL & REPLACEMENT RESERVE	84,700	-	-	-
TOTAL EXPENDITURES	605,234	139,266	151,129	(11,863)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	178,874	353,420	174,545
FUND BALANCE - BEGINNING	531,741	531,741	545,746	545,746
INC. IN RESERVE FOR R&R	84,700	-	-	-
FUND BALANCE FORWARD	(75,000)	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ 541,441</b>	<b>\$ 710,615</b>	<b>\$ 899,166</b>	<b>\$ 720,291</b>

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

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



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

	<b>FY 2020 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUE</b>				
ASSESSMENTS ON-ROLL	\$ 473,870	\$ 267,261	\$ 422,573 (a)	\$ 155,312
INTEREST - INVESTMENTS	-	-	131	131
DISCOUNT (ASSESSMENT)	(18,955)	-	-	-
<b>TOTAL REVENUE</b>	<b>454,915</b>	<b>267,261</b>	<b>422,704</b>	<b>155,443</b>
<b>EXPENDITURES</b>				
COUNTY COLLECTION FEES (ASSESSMENT)	9,477	-	-	-
INTEREST EXPENSE	195,138	98,819	98,819	-
PRINCIPAL RETIREMENT - MAY 1, 2019	250,000	-	-	-
PREPAYMENT	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>454,615</b>	<b>98,819</b>	<b>98,819</b>	<b>-</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>300</b>	<b>168,443</b>	<b>323,885</b>	<b>155,443</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
BOND PROCEEDS	-	-	-	-
TRANSFER IN (OUT)	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
FUND BALANCE - BEGINNING	-	-	362,113	362,113
LESS FUND BALANCE FORWARD	-	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ 300</b>	<b>\$ 168,443</b>	<b>\$ 685,999</b>	<b>\$ 517,556</b>

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

**Stonebrier CDD**  
**Bank Reconciliation - Operating Account**  
**December 31, 2019**

	<u><b>Bank United</b></u>
Balance Per Bank Statement	\$ 88,954.20
Less: Outstanding Checks	(11,929.38)
<i><b>Adjusted Bank Balance</b></i>	<u><u><b>\$ 77,024.82</b></u></u>
Beginning Cash Balance Per Books	\$ 22,846.16
Deposits	510,133.95
Cash Disbursements	(455,955.29)
<i><b>Balance Per Books</b></i>	<u><u><b>\$ 77,024.82</b></u></u>



**STONEBRIER CDD**  
**CHECK REGISTER**  
**FY2020**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSITS	DISBURSMTS	BANK BALANCE
<b>9/30/2019</b>		<b>Bank United</b>				<b>38,880.23</b>
10/02/2019	ACH100219	TAMPA ELECTRIC	8/7-9/9 - 19420 Sunlake Bl Irr		32.30	38,847.93
10/02/2019	ACH100219.1	TAMPA ELECTRIC	8/7-9/9 - 19451 Sunlake Blvd.		186.56	38,661.37
10/02/2019	ACH100219	TAMPA ELECTRIC	8/7-9/9 - 19640 Sunlake Blvd		188.34	38,473.03
10/02/2019	100219	TAMPA ELECTRIC	8/7-9/9 - 3150 County Line Road W		19.08	38,453.95
10/02/2019	ACH100219	TAMPA ELECTRIC	8/7-9/9 - 19599 Double Tree Way		85.92	38,368.03
10/02/2019	ACH100219	TAMPA ELECTRIC	8/6-9/5 - 19231 Sunlake Blvd.		27.42	38,340.61
10/07/2019	9037	Landscape Maintenance Professionals, Inc.	Landscape Maint - October, Replace damaged plants		18,046.57	20,294.04
10/07/2019	9038	Suncoast Rust Control, Inc.	Rust Control - Sept		795.00	19,499.04
10/09/2019	1311	EGIS INSURANCE & RISK ADVISORS	Insurance FY 2020		7,175.00	12,324.04
10/15/2019	1312	ANALINA MEDINA	Light Power Supplies - Reimbursement VOID		0.00	12,324.04
10/18/2019	692268	ANALINA MEDINA	BOS Mtg. - 10/10/19		184.70	12,139.34
10/18/2019	692269DD	AVELINO VIDE	BOS Mtg. - 10/10/19		184.70	11,954.64
10/18/2019	692267	BRADLEY CORNELIUS	BOS Mtg. - 10/10/19		184.70	11,769.94
10/18/2019	ACH101819	Innnvative Employer Solutions	BOS Mtg. - 10/10/19		140.80	11,629.14
10/18/2019	9039	AQUATIC SYSTEMS, INC.	Lake & Pond Maint - Oct		1,820.00	9,809.14
10/18/2019	9035	DPFG MANAGEMENT CONSULTING, LLC	CDD Mgmt - October		3,233.33	6,575.81
10/18/2019	9041	GNP SERVICES, CPA	Arbitrage		500.00	6,075.81
10/18/2019	9040	HOPPING GREEN & SAMS, P.A.	Legal Svcs - August		1,084.00	4,991.81
10/18/2019		Bank United	Funds Transfer	50,000.00		54,991.81
10/23/2019	1313	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing - FY 2020		175.00	54,816.81
10/30/2019	9042	DPFG MANAGEMENT CONSULTING, LLC	Assessment Roll FY20, Dissemination & ADA Compliance		8,800.00	46,016.81
10/31/2019	1314	STONEBRIER CDD	Tax Collection Distribution c/o US Bank		3,686.40	42,330.41
10/31/2019	ACH103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		37.35	42,293.06
10/31/2019	ACH103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		141.35	42,151.71
10/31/2019	ACH103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		157.11	41,994.60
10/31/2019	AHC103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		19.08	41,975.52
10/31/2019	ACH103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		77.68	41,897.84
10/31/2019	ACH103119	TAMPA ELECTRIC	9/10-10/8 - Electricity		26.57	41,871.27
10/31/2019		Bank United	Interest	3.23		41,874.50
<b>10/31/2019</b>		<b>Bank United</b>		<b>50,003.23</b>	<b>47,008.96</b>	<b>41,874.50</b>
11/01/2019	9043	DPFG MANAGEMENT CONSULTING, LLC	CDD Mgmt - November		3,233.33	38,641.17
11/04/2019	9044	TAMPA BAY TIMES	Legal Ad		520.50	38,120.67
11/06/2019	ACH11060219	GOOGLE INC.	10/1-10/31 - Email		72.00	38,048.67
11/07/2019	1315	US BANK	Trustee Fees		3,717.38	34,331.29
11/18/2019	1316	Illuminations Holiday Lighting	Holiday Lighting (Deposit)		5,125.00	29,206.29
11/22/2019	702193DD	ANALINA MEDINA	BOS Mtg. - 11/14/19		184.70	29,021.59
11/22/2019	702195DD	AVELINO VIDE	BOS Mtg. - 11/14/19		184.70	28,836.89
11/22/2019	702192DD	BRADLEY CORNELIUS	BOS Mtg. - 11/14/19		184.70	28,652.19
11/22/2019	702194DD	EMMANUEL RAMOS	BOS Mtg. - 11/14/19		184.70	28,467.49
11/22/2019	ACH112219	Innnvative Employer Solutions	BOS Mtg. - 11/14/19		202.00	28,265.49
11/22/2019	702191DD	ZACHERY CAMPBELL	BOS Mtg. - 11/14/19		184.70	28,080.79
11/27/2019	9045	AQUATIC SYSTEMS, INC.	Lake & Pond Maint - Nov		1,820.00	26,260.79
11/27/2019	9046	ECOLOGICAL CONSULTANTS, INC	15th Semi Annual Monitoring		1,700.00	24,560.79
11/27/2019	9047	HOPPING GREEN & SAMS, P.A.	Legal Svcs - September		922.50	23,638.29
11/27/2019	9048	Suncoast Rust Control, Inc.	Rust Control - Oct - Final Invoice		795.00	22,843.29
11/30/2019		Bank United	Interest	2.87		22,846.16
<b>11/30/2019</b>		<b>Bank United</b>		<b>2.87</b>	<b>19,031.21</b>	<b>22,846.16</b>
12/02/2019	ACH120219.1	TAMPA ELECTRIC	10/9-11/7 - 19420 Sunlake Bl Irr		40.64	22,805.52
12/02/2019	ACH120219.2	TAMPA ELECTRIC	10/9-11/7 - 19451 Sunlake Blvd.		171.74	22,633.78
12/02/2019	ACH120219.3	TAMPA ELECTRIC	10/9-11/7 - 19640 Sunlake Blvd		103.95	22,529.83
12/02/2019	ACH120219.4	TAMPA ELECTRIC	10/9-11/7 - 3150 County Line Road W		18.98	22,510.85
12/02/2019	ACH120219.5	TAMPA ELECTRIC	10/9-11/7 - 19599 Double Tree Way		79.65	22,431.20
12/02/2019	ACH120219.6	TAMPA ELECTRIC	10/5-11/5 - 19231 Sunlake Blvd.		28.54	22,402.66
12/02/2019	9049	DPFG MANAGEMENT CONSULTING, LLC	CDD Mgmt - December		3,233.33	19,169.33
12/05/2019	ACH12052019	GOOGLE INC.	11/1-11/30 - Email		72.00	19,097.33
12/16/2019	1317	Landscape Maintenance Professionals, Inc.	Landscape Maint - Financial Reconciliation		11,929.38	7,167.95
12/16/2019		Bank United	Funds Transfer	87,541.55		94,709.50
12/18/2019	1319	DOUG BELDEN, TAX COLLECTOR	Non-Ad Valorem Assessments		16,793.77	77,915.73
12/18/2019		Bank United	Funds Transfer	422,573.11		500,488.84
12/18/2019	1320	STONEBRIER CDD	Tax Collection Distribution c/o US Bank		422,573.11	77,915.73
12/20/2019	709801DD	ANALINA MEDINA	BOS Mtg. - 12/12/19		184.70	77,731.03
12/20/2019	709802DD	EMMANUEL RAMOS	BOS Mtg. - 12/12/19		184.70	77,546.33
12/20/2019	ACH122019	Innnvative Employer Solutions	BOS Mtg. - 12/12/19		171.40	77,374.93
12/20/2019	709800DD	ZACHERY CAMPBELL	BOS Mtg. - 12/12/19		184.70	77,190.23
12/20/2019	709803DD	AVELINO VIDE	BOS Mtg. - 12/12/19		184.70	77,005.53
12/31/2019		Bank United	Interest	19.29		77,024.82
<b>12/31/2019</b>		<b>Bank United</b>		<b>510,133.95</b>	<b>455,955.29</b>	<b>77,024.82</b>

# EXHIBIT 7



## RESOLUTION 2020-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEBRIER COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE HILLSBOROUGH COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Stonebrier Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Hillsborough County Supervisor of Election ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEBRIER COMMUNITY DEVELOPMENT DISTRICT:**

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Emmanuel Ramos; Seat 2, currently held by Avelino Vide; and Seat 3, currently held by Analina Medina, are scheduled for the General Election in November 2020. The District Manager is hereby authorized to notify the Supervisor as to what seats are subject to the General Election for the current election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Hillsborough County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for individuals elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity of unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of February, 2020.

**STONEBRIER COMMUNITY  
DEVELOPMENT DISTRICT**

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CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

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SECRETARY/ASSISTANT SECRETARY



## **EXHIBIT A**

### **NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE STONEBRIER COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Stonebrier Community Development District will commence at noon on June 8, 2020, and close at noon on June 12, 2020. Candidates must qualify for the office of Supervisor with the Hillsborough County Supervisor of Elections located at 601 E. Kennedy Blvd., 16th Floor Tampa, Florida 33602; Ph. (813) 272-5850. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Hillsborough County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Stonebrier Community Development District has three seats up for election, specifically seats 1, 2 and 3. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2020, and in the manner prescribed by law for general elections.

For additional information, please contact the Hillsborough County Supervisor of Elections.

**Publish on or before May 25, 2020.**

# EXHIBIT 8



**RESOLUTION 2020-03**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE  
STONEBRIER COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT  
WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the Stonebrier Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

**WHEREAS**, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE STONEBRIER COMMUNITY  
DEVELOPMENT DISTRICT:**

**SECTION 1.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 13<sup>th</sup> DAY OF FEBRUARY, 2020.**

**ATTEST:**

**STONEBRIER COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

## **EXHIBIT “A”**

### **STONEBRIER COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY**

#### **1. Purpose.**

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Stonebrier Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
  - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
  - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
  - 1.2.3. Support economical and efficient operations.
  - 1.2.4. Ensure reliability of financial records and reports.
  - 1.2.5. Safeguard Assets (as hereinafter defined).

#### **2. Definitions.**

- 2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. “Board” means the Board of Supervisors for the District.
- 2.5. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.



- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its objective of managing and financing basic services for community development.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

### **3. Control Environment.**

#### **3.1. Ethical and Honest Behavior.**

- 3.1.1. The Board of Supervisors contributes to ethical and honest behavior by establishing standards of conduct, and its individual members exemplify integrity and adherence to ethical standards in their personal conduct.
- 3.1.2. The Board of Supervisors is committed to attracting and retaining competent employees, contractors, and vendors, and preparing for an orderly succession whenever employees, contractors, or vendors change.
- 3.1.3. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.4. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.5. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

### **4. Risk Assessment.**

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments is an active and ongoing process and includes:

- 4.1.1. Articulating the District's specific objectives with sufficient clarity to permit the identification of related specific Risks.
- 4.1.2. Estimating the likelihood of Risks and determining how to respond to same.
- 4.1.3. Considering the possibility of fraud.

## **5. Control Activities.**

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

- 5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:
  - 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
  - 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
  - 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
  - 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
  - 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
  - 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
  - 5.1.1.7. Retaining and restricting access to sensitive documents.
  - 5.1.1.8. Performing regular electronic data backups.
- 5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:
  - 5.1.2.1. Preparing financial reports on a timely basis in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.



- 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
- 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.
- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. Implementation. District Management shall implement the minimum Internal Controls described herein consistent with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms, unless District Management instead implements, on a case-by-case basis, an exception or substitution that nevertheless ensures District Management is operating within industry-wide standards and norms. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District.

## **6. Information and Communication.**

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

## **7. Monitoring Activities.**

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls in conjunction with the District's periodic audit required by state law. In connection with this internal review, District Management shall:
  - 7.1.1.1. Review its operational processes.

- 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
  - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
  - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.
  - 7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.
  - 7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.
- 7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**Specific Authority:** §§ 190.011(5), 218.33(3), *Florida Statutes*  
**Effective date:** February 11, 2020



# EXHIBIT 9

## **WORK AUTHORIZATION FOR ADDITIONAL AQUATIC VEGETATION INSTALLATION SERVICES**

**THIS WORK AUTHORIZATION** (the “**Work Authorization**”), dated \_\_\_\_\_, 2019, authorizes certain work in accordance with the *Restated Aquatic Services Agreement* (the “**Agreement**”), dated December 14, 2016, as amended, by and between:

**STONEBRIER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, with a mailing address of 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (the “**District**”); and

**SOLITUDE LAKE MANAGEMENT, LLC, F/K/A AQUATIC SYSTEMS, INC.**, a Florida limited liability company, with a principal address of 5869 Enterprise Parkway, Fort Myers, Florida 33906 (the “**Contractor**,” and collectively with the District, the “**Parties**”).

**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 aquatic vegetation installation services, specifically the planting of pickerelweed in the water bodies located within the District, as set forth in the Proposal, attached as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement, (collectively, the “**Additional Services**”). The Additional Services will be performed in the areas depicted on **Exhibit B**, as incorporated herein by reference.

**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 amounts set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

**SECTION 3. WAIVER OF DEPOSIT.** It is understood and agreed that the Contractor has waived the deposit payment requirement. Payment will be due upon the completion of the Additional Services.

**SECTION 4. GOVERNING LANGUAGE.** For all purposes, this Work Authorization shall control in the event of any conflict between this Work Authorization and any other document, including the Proposal attached as **Exhibit A**.

**SECTION 5. 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.

*(Remainder of Page Left Intentionally Blank.)*




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**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

  
Witness

**SOLITUDE LAKE MANAGEMENT, LLC**

 01/28/2020

By: Trina L. Duncan  
Its: Business Manager

**Exhibit A:** Proposal for Additional Services

**Exhibit B:** Map of Additional Services Areas

**Exhibit A**

**Proposal for Additional Services**



## **AQUATIC VEGETATION INSTALLATION CONTRACT**

PROPERTY NAME: Stonebrier CDD

CONTRACT DATE: December 12, 2019

SUBMITTED TO: Patricia Thibault, Senior District Manager

SUBMITTED BY: Jimmy Taylor

SPECIFICATIONS: Plants to be installed in Sites B3, Z, C02, C03, Y, D04, U, T1, H1, TZ, B2, B1, K, M & D02 in areas indicated on map.

<b>Sites</b>	<b>Quantity</b>	<b>Description</b>	<b>Plant Size</b>	<b>Price</b>
#1 (B3)	1,300	Pickerelweed (Pontederia cordata)	Bareroot	\$ 1,495.00
#3 (Z)	1,000	Pickerelweed (Pontederia cordata)	Bareroot	\$1,150.00
#6 (C02)	800	Pickerelweed (Pontederia cordata)	Bareroot	\$920.00
#7 (C03)	500	Pickerelweed (Pontederia cordata)	Bareroot	\$575.00
#10 (Y)	800	Pickerelweed (Pontederia cordata)	Bareroot	\$920.00
#15 (D04)	700	Pickerelweed (Pontederia cordata)	Bareroot	\$805.00
#16 (U)	2,500	Pickerelweed (Pontederia cordata)	Bareroot	\$2,875.00
#18 (T1)	1,200	Pickerelweed (Pontederia cordata)	Bareroot	\$1,380.00
#19 (H1)	2,500	Pickerelweed (Pontederia cordata)	Bareroot	\$2,875.00
#21 (TZ)	1,800	Pickerelweed (Pontederia cordata)	Bareroot	\$2,070.00
#23 (B2)	1,500	Pickerelweed (Pontederia cordata)	Bareroot	\$1,725.00
#24 (B1)	1,500	Pickerelweed (Pontederia cordata)	Bareroot	\$1,725.00
#30 (K)	1,500	Pickerelweed (Pontederia cordata)	Bareroot	\$1,725.00
#33 (M)	1,700	Pickerelweed (Pontederia cordata)	Bareroot	\$1,955.00
#34 (D02)	500	Pickerelweed (Pontederia cordata)	Bareroot	\$575.00
		<b>Total Balance Due Upon Planting</b>		<b>\$22,770.00</b>

### Aquatic Vegetation Installation:

1. Plants to be installed 24" off center, staggered in 3 rows throughout the Littoral Shelf. Contractor will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.
2. Contractor will not be responsible for the protection of the plants from predation by deer, geese or any other wildlife.
3. Contractor is responsible for the health of the plants upon arrival to the site and will properly transplant the plants taking the health of the plant into consideration throughout the entire processes.
4. Contractor is not responsible for the health of the plants following the completion of the transplant process. Young plants may be susceptible to trouble early after planting with harsh weather conditions. Contractor will look to the forecasted weather prior to planting to

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give the plants best odds of survival, but will not be held responsible for environmental factors that may decrease plant survival rates.

5. Customer understands that these plants are designed to live in an aquatic or wetland environment, and as such, shall take full responsibility for supplemental irrigation or any other care and maintenance that may be required due to weather or other environmental conditions. Contractor is not responsible for any ongoing maintenance or care for the newly installed plants following completion of the installation work.

General:

1. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
2. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
3. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
4. Contractor will maintain general liability and workman's compensation insurance.
5. While SÖLititude Lake Management® makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SÖLititude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.
6. The customer agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the customer.
7. The customer covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SÖLititude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

**CONTRACT PRICE: \$22,770**

**PAYMENT TERMS:**

1. A deposit of 50% of the contract price will be due upon approval of the contract.
2. The remaining 50% balance will be payable upon completion of the contract work.

**APPROVED:**

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\_\_\_\_\_  
SOLitude Lake Management®

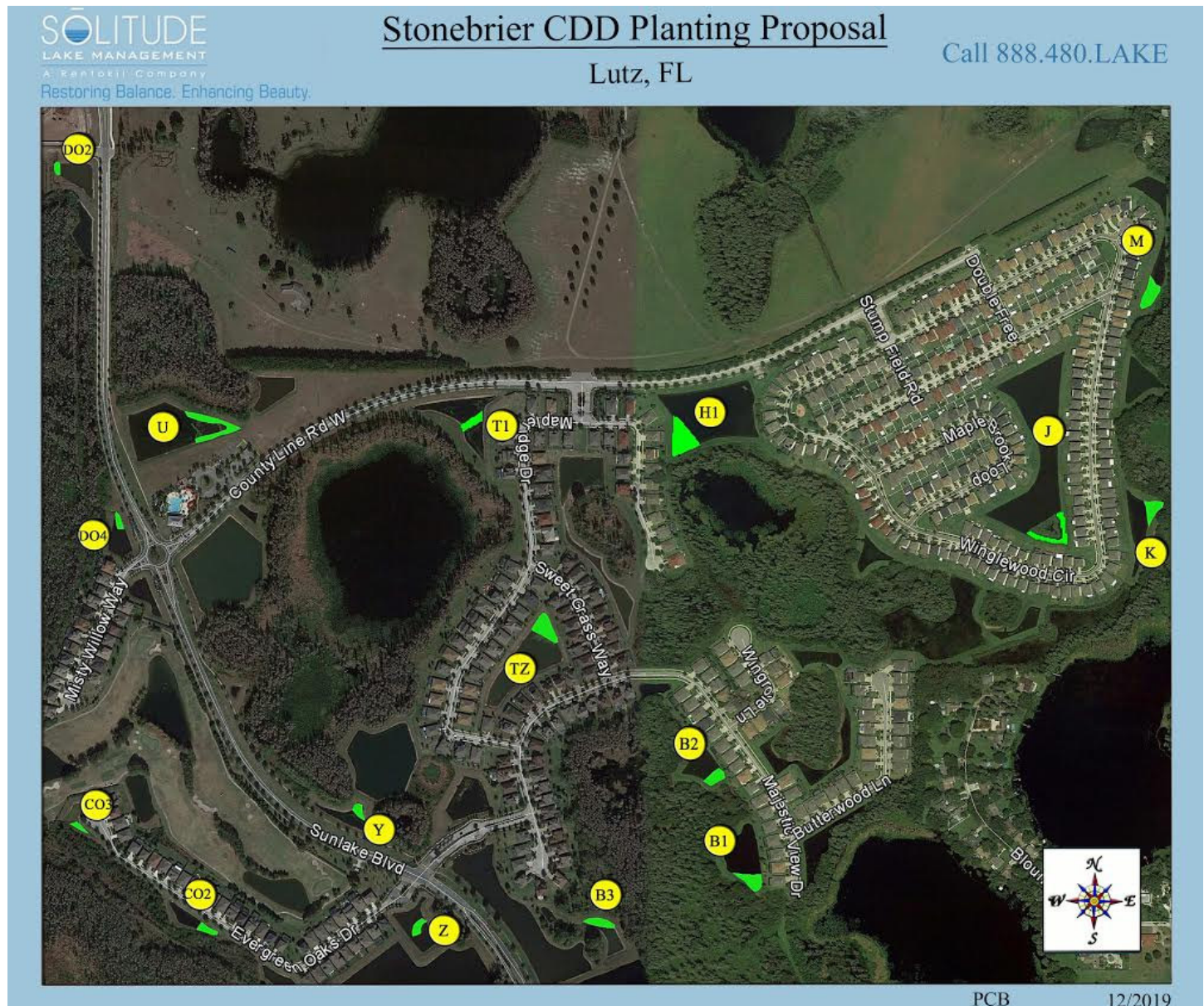
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*(Authorized Signature)*

\_\_\_\_\_  
*(Print Name and Title)*

\_\_\_\_\_  
*(Date)*

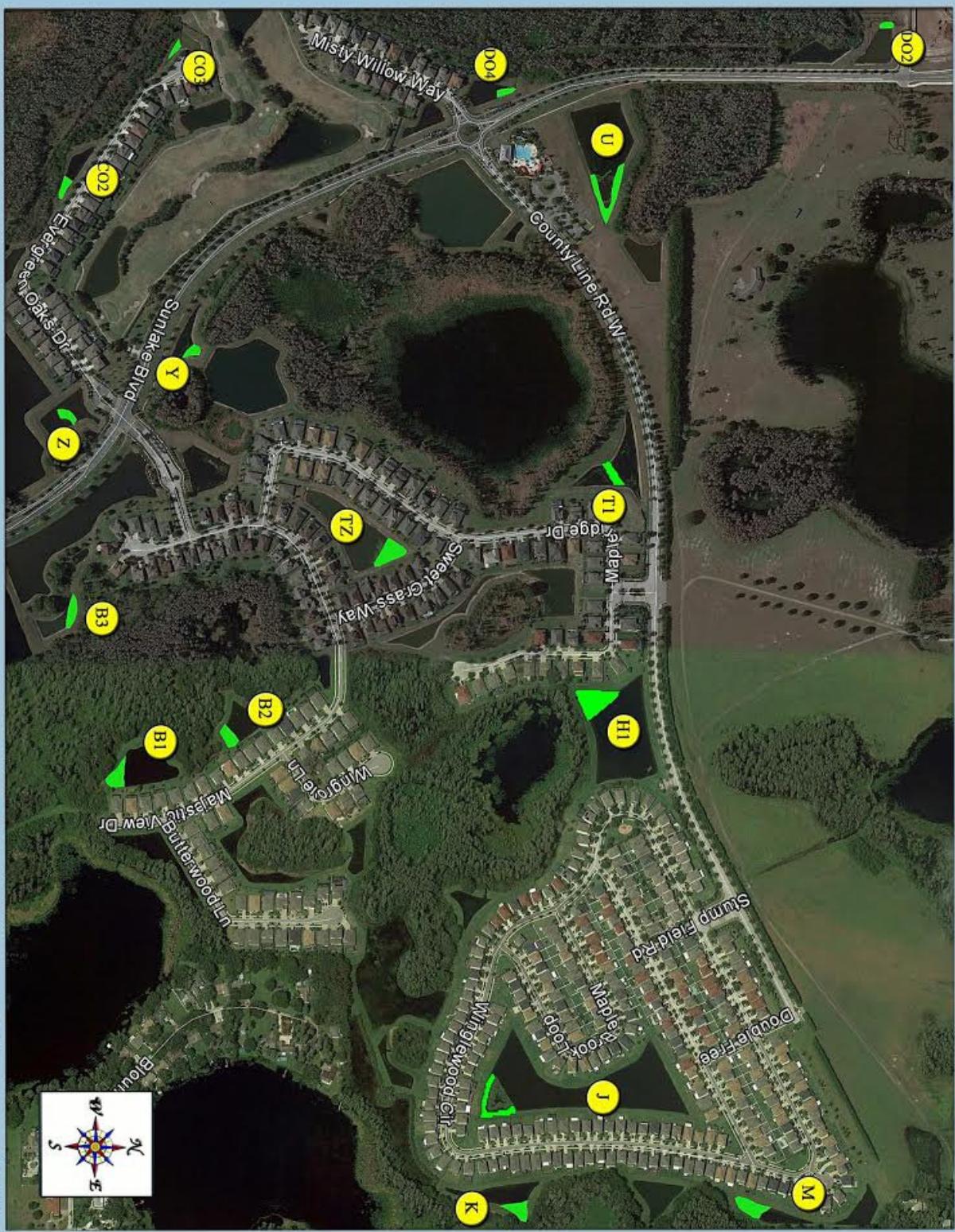


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# EXHIBIT 10



# BLUE WAVE LIGHTING

## Proposal

8606 Herons Cove Pl  
Tampa, FL 33647  
Tim Gay

(813) 334-4827

**TO:**  
Stonebrier CDD  
1060 Maitland Center Commons  
Suite 340  
Maitland, FL 32751

(321) 263-0132



JOB DESCRIPTION
Landscape Lighting Proposal for Stonebrier CDD - Add electrical conduit to protect low voltage wire

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
In support of the landscape lighting project it is recommended that electrical conduit be installed at the 5 community sign and flag pole in an effort to protect the low voltage wire.	\$500.00
Install low voltage wiring in Schedule 40 electrical conduit in the following areas:	
Flag Pole - located in roundabout	
<b>Community Signs:</b> Sandhurst Sweetgrass Woodside Waterbridge Entrance 1 and 2	
Install weather proof cover and GFCI receptacle at the Sandhurst community sign	\$150.00
Requires 50% Deposit	WAIVED
<b>TOTAL ESTIMATED JOB COST</b>	<b>\$650.00</b>

\* Price includes material and labor to install

\* Required deposit is waived. Payable upon receipt of completion of work and invoice.

Tim Gay  
PREPARED BY

1/27/2020  
DATE

AUTHORIZED SIGNATURE FOR STONEBRIER CDD

DATE

**CONFIDENTIAL** - This message is sent on behalf of Blue Wave Lighting and is intended for authorized personnel and Board Members of Stonebrier CDD only. As the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

# Blue Wave Lighting

Proposal

8606 Herons Cove Pl  
Tampa, FL 33647  
Tim Gay

(813) 334-4827

**TO:**

Stonebrier CDD  
1060 Maitland Center Commons  
Suite 340  
Maitland, FL 32751

(321) 263-0132



JOB DESCRIPTION
Electrical repair at Stonebrier - install 1 photocell sensors at 2 electrical panels: Roundabout and Sweetgrass

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
<b>Issue:</b> Outlets in roundabout and the one outlet on the Sweet Grass community sign are staying on due to faulty photo sensor at the electrical panel.  Install and replace one photo sensor each from the electrical panel for the Roundabout and Sweetgrass	\$400.00
<b>ESTIMATED JOB COST</b>	<b>\$400.00</b>

\* Price includes materials and labor.

\* Blue Wave Lighting takes the utmost care and precaution to protect your premises and property.

\* Customer hereby authorizes Blue Wave Lighting and contractors needed to install or remove all materials on said property as provided herein.

\* Balance of project due upon receipt of invoice after installation.

\_\_\_\_\_  
Tim Gay

PREPARED BY

\_\_\_\_\_  
2/6/2020

DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE FOR STONEBRIER CDD

\_\_\_\_\_  
DATE



# EXHIBIT 11

# Hopping Green & Sams

Attorneys and Counselors

January 31, 2020

## Via Regular U.S. Mail and electronic mail

Justin Zinzow  
Zinzow Law, LLC  
8750 Hawbuck St  
Trinity, FL 34655-5364

Re: Stonebrier Community Development District – Response to LMP Correspondence  
dated January 8, 2020

Dear Mr. Zinzow:

As you may be aware, my firm serves as District Counsel to the Stonebrier Community Development District (the “District”). I write to respond to the Landscape Maintenance Professionals, Inc. (“LMP”) letter dated January 8, 2020, which disputes the District’s determinations with respect to offsets to which it is entitled following the termination for cause of the *Landscape and Irrigation Maintenance Services Agreement* (“Agreement”) between the District and LMP effective December 10, 2019, which were communicated to LMP by letter from the District’s Manager, Patricia Thibault, dated December, 2019. LMP copied you on its January 8<sup>th</sup> letter; accordingly, as counsel of record, this letter is being sent to you directly.

At the time of the District’s letter, the District had only received LMP Invoice Nos. 148464, 147819, 148053, 148052, 148182, 148580, 147483, 147458, and 147581. The District subsequently received additional LMP Invoice Nos. 142823, 147544, 147545, 148813, 148834, 148836, 148837. Accordingly, the District is now in agreement as to the cumulative total of these invoices in the amount of \$35,655.37, subject to whatever claims or off-sets the District may have against LMP.

Pursuant to the letter dated January 8, 2020, LMP has agreed to credit the District \$4,128.86 for uninstalled annuals; \$585.20 for fifty-six (56) uninstalled Lorapetulum; and \$553.84 for issues related to the pump and well, totaling \$5,267.90 in credits. The District agrees to the amounts of these credits, hereinafter referred to as the “Agreed-Upon Credits.”

However, the District has not received any additional information from LMP following the District’s December letter that refutes the District’s position that it is entitled to withhold the additional amount of \$13,611.60 on the basis that such amount represents unperformed work as further detailed in its December letter.

With respect to the palm tree pruning, LMP provided no additional documentation which would provide support that the palms were trimmed in July. By comparison, the record is replete with references to the trimming that occurred in October as it was specifically mentioned in various reports provided by LMP and those prepared by the District as well as verbal acknowledgment during the



October 10, 2019 Board meeting that the trimming of the palms had occurred. The District has reviewed the District agenda materials and documentation provided in LMP's January 8<sup>th</sup> letter and listened to the recordings of meetings held during the July timeframe and could not find any reference to a previous pruning event that you purport occurred in July. The only mention was the indication in LMP's May MQI that a palm pruning was scheduled for July; however, that pruning did not occur. This would also explain why the District Chair, Analina Medina, requested in September details on when a pruning would be performed by LMP given the number of resident complaints received (email dated September 25, 2019, enclosed).

With respect to the conservation cutback, LMP's response to the District's claim has not been consistent. In LMP's January 11<sup>th</sup> letter, LMP contended that the belief that LMP would maintain the cutback in such a manner that a significant cutback would not be required in the future was "undocumented" and insinuated that LMP would never have agreed to such as it would have been outside the scope of the Agreement. However, in an email to the District Chair sent on January 14<sup>th</sup>, LMP contended that the reason the setback had not been maintained pursuant to the Agreement (which provides for conservation cutback maintenance) was that the water levels were too high. If the latter explanation stands, the District would be entitled to the offset claimed as the District had paid LMP for work not performed. This is further supported by the discussion at the August 8<sup>th</sup> District Board meeting which was as follows:

DPFG:	<u>00:18:47</u>	Um, so moving on, back up to the Operations Report, there is also, um, some followup items with LMP. Um, they advised that they would remove the advertising signs whenever they were on campus. They'll maintain the cutback as they can.
Stonebrier:	<u>00:19:04</u>	It's football camp signs?
LMP:	<u>00:19:06</u>	Yeah, it's, it's amazing. We take out 12 in one day and there's 12 more the next day.
Stonebrier:	<u>00:19:10</u>	And don't be surprised when [inaudible] that. Can we go to the maintaining? So, um, just set the expectation of what's not to be maintained. Cause I, again, I'm still seeing growth and I thought, with that cut back, we said we're going to always keep kind of that, that false line that we created. Right?
LMP:	<u>00:19:28</u>	Yeah. Where we, where we came to on the line, there, the judicial line, the water's gonna come there.
Stonebrier:	<u>00:19:36</u>	Understood. And is that what has happened?
LMP:	<u>00:19:36</u>	We went in about 50 feet. It's already come back about 20 feet. But I did advise our crew to maintain all the way down to the cypress nuts and keep it as clean as we can. And then,

November, when it, when it fades back down, hopefully our growth ain't too bad. We'll jump back in there and just knock it out as a winter project.

Stonebrier: 00:19:54 Okay. So, at, included in the costs we've already paid.

LMP: 00:19:57 Correct.

Stonebrier: 00:19:57 Okay. I'm assuming it's that again, a reasonable growth.

LMP: 00:20:00 Correct.

With respect to the golf course hedging, enclosed herein please find the proposal from Yellowstone that itemizes the work quoted which consists of trimming hedges, removing dead plants and pulling weeds; all work the District contracted with LMP to perform, negating LMP's contention that the work was extensively rejuvenational in nature. Further, Patricia Thibault spoke verbally with Jason Bennett regarding this work in October indicating that it needed to be performed prior to the termination date as it consisted of work to be performed pursuant to the scope of the Agreement.

Taken together, the Agreed-Upon Credits and the off-set amounts claimed equal \$18,879.50. Accordingly, the total amount owed to LMP is \$16,775.87. The District issued a check (Check No. 1317) in the amount of \$11,929.38 to LMP, offering final payment of all amounts due under the Agreement. By separate letter, the District is transmitting a check in the amount of \$4,846.49 to LMP representing the difference between the amount sent in December and the amount owed.

Acceptance of the checks totaling \$16,775.87 shall constitute LMP's agreement that all final amounts due to LMP under the Agreement have been paid in full, and that no further amounts are or will be due and owing to LMP under the Agreement. Consistent therewith, the District reserves all rights with respect to the termination of the Agreement, and nothing herein shall be construed as a waiver of limitation of any rights that the District may have under the Agreement.

Regards,



Tucker F. Mackie  
District Counsel

cc: Analina Medina, Chairperson  
Patricia Thibault, District Manager

Enclosures

Email dated September 25, 2019  
Yellowstone Proposal



8<

Pratt, Jim |



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ts#N' flsrQM' twgu' QNsr' it' rQWgsitQFw'r

Thank you! - AMM

On Wed, Sep 25, 2019 at 7:29 AM Jason Liggett <[Jason.Liggett@lmppro.com](mailto:Jason.Liggett@lmppro.com)> wrote:

**Good Morning please see below responses.**

Thank you Jason and welcome aboard. The last week we have seen some great improv

A couple of questions/comments:

- As mentioned to James previously, if LMP needs to skip a task one week we j
- anything is moved around.**
- Can you confirm when the purple bushes will be installed? I was under the imp
- actually approved 2 meetings ago. The area in question is on the east side of !
- me when I try to describe them.) **This is going to be completed on Saturday. 9/**
- Can you confirm when tree trimming, specifically Palm Tree trimming is on the
- complaints and want to be sure we can answer when they are on the schedule
- There is an irrigation issue on the west side of the Sweet Grass entrance right
- months. Can we confirm that repair is scheduled and if not, what is needed to
- water shutoff and they will be out tomorrow to get it fixed. (9-26-2019)**
- I know you are prepping the beds for the change in annuals. Can we ensure w
- Throughout the neighborhood by the signs we have landscape lighting, includi
- material that has grown above the lighting limiting the light reaching the intend
- For our next meeting:



No  
c  
Star

- Can we get a proposal for structural pruning of all oak trees down Coun
- Can we ensure we have a Palm Tree proposal for those that were struc
- and instead we may remove and minimize the number of palm trees in 1

Thank you again for your partnership in addressing these areas of concerns.

Analina



Proposal #39823

Date: 12/10/2019

From: Matthew Matos

Proposal For

Location

main:  
mobile:

21550 County Line Rd. W  
Lutz, FL 33558

Property Name: Stonebrier CDD

Stonebrier Initial Community Detailing.

Terms:

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor	1.00	\$3,430.00	\$3,430.00

#### Client Notes

As asked, a proposal for an initial community detailing service to address the following

- the hedge row that borders the golf course
- trimming the hedges, and removing the dead shrubs and plants at the southern entrance off Lutz Lake Fern Rd.
- spraying and pulling the weeds in the shrub and tree beds along Sunlake Blvd, the roundabout, community entrances, and annual beds
- pulling the vines out of the shrubs at the community entrances along Sunlake Blvd. and County Line

We will send out multiple crews to ensure that we get all these items addressed in one day!

Price includes: Labor, and Removal/Dumping.

	SUBTOTAL	\$3,430.00
Signature	SALES TAX	\$0.00
x	TOTAL	\$3,430.00

*Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.*

*Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.*

Contact

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

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

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

Assigned To

Matthew Matos

Office:  
mmatos@yellowstonelandscape.com



# EXHIBIT 12

---

I would like to report sprinklers leaking again in front. Now a different one on corner as you enter Waterbridge before gates. Can someone please call me as I am concerned as it has been causing a vibration noise from water pipe I guess in our home. Very strange but disturbs my sleep. This has been going on for a while now and I believe a surveyor needs to be called.