

Board of Supervisors:

Michael Lawson - Chairman
Doug Draper - Vice Chairman
Diane Allenbaugh - Assistant Secretary
Regis Steighner - Assistant Secretary
Brittany Crutchfield - Assistant Secretary

District Staff:

Audette Bruce - District Manager
Brian Quillen - Operations Director
John Vericker - District Counsel
Tyson Waag - District Engineer

Stoneybrook North Community Development District

Regular Meeting Agenda

Tuesday, June 23, 2026 at 2:00 P.M.

Hyatt Place Ft. Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905

Teams Link: [Meeting Link](#)

Dial In: +1 312-667-7136

Meeting ID: 419 877 947#

Dear Supervisors:

A meeting of the Board of Supervisors of the Stoneybrook North Community Development District is scheduled for **Tuesday, June 23, 2026, at 2:00 p.m.** at the **Hyatt Place Ft. Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905**. The following is the agenda for this meeting for your review and consideration. The Advanced Meeting Package is a working document, and thus all materials are considered drafts. Any additional support material will be distributed at the meeting.

1. Roll Call
2. Audience Comments – (limited to 3 minutes per individual for agenda items)
3. Business Items
 - A. Presentation of RFP for Landscape and Irrigation Maintenance Services
 - Florida Commercial Care [Exhibit 1](#)
 - Juniper [Exhibit 2](#)
 - Sunrise Landscape [Exhibit 3](#)
 - Tony’s Lawn Care [Exhibit 4](#)
 - United Land Services [Exhibit 5](#)
 - Everyday / Yardnique [Exhibit 6](#)
 - Score Sheet [Exhibit 7](#)
4. Consent Agenda
 - A. Consideration for Approval – The Meeting Minutes of the Board of Supervisors Regular Meeting Held on May 26, 2026 [Exhibit 8](#)
 - B. Ratification of Hutch Electric – Surge Protection Proposal - \$2,040.00 [Exhibit 9](#)
5. Staff Reports
 - A. District Counsel
 - B. District Engineer

District Office:

Kai (formerly Breeze/BreezeHome)
2502 N. Rocky Point Dr.,
Suite 1000, Tampa, FL 33607

Meeting Location:

Hyatt Place Ft. Myers at the Forum
2600 Champion Ring Road
Fort Myers, FL 33905

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C. Field Operations

- Crosscreek Pond Report Dated June 11, 2026 **Exhibit 10**
- Consideration of Proposals
 - Sunrise Landscape – Replacement of 3 Large Clusia - \$1,077.50 **Exhibit 11**
 - Pet Waste Bid
 - 1. Craig Allenbaugh – Pet Waste Service - \$170.00 **Exhibit 12**
 - 2. Scoops of SWFL Inc
 - i. Amenity Service Once a Week - \$148.00 **Exhibit 13**
 - ii. Amenity Service Twice a Week - \$268.00 **Exhibit 14**
 - iii. Station Service Once a Week - \$368.00 **Exhibit 15**
 - iv. Station Service Twice a Week - \$688.00 **Exhibit 16**
 - v. Certificate **Exhibit 17**
 - 3. Pet Waste Bids **Exhibit 18**
 - Entry Gates
 - 1. ECS Integrations – Callbox Wire Repair - \$2,170.00 **Exhibit 19**
 - 2. FDC – North Side Operator and RFID Reader Installation - \$31,042.49 **Exhibit 20**
 - 3. FDC – South Side Operator and RFID Reader Installation - \$31,042.49 **Exhibit 21**
 - i. IRB – RET2 **Exhibit 22**
 - ii. Megatron 1400 Pro **Exhibit 23**
 - iii. LR-3000 Product Sheet **Exhibit 24**
 - Tower Staining
 - 1. 4K’s Construction Cleanup LCC – Tower Staining - \$29,300.00 **Exhibit 25**
 - 2. WM Side Service LLC – Re-stain wooden Decorative Tower - \$6,500.00 **Exhibit 26**
 - 3. WM Side Service LLC – Re-stain wooden Decorative Tower (2) - \$6,500.00 **Exhibit 27**

D. District Manager

- Discussion of Produce Vendor

6. Supervisors Requests

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7. Audience Comments – New Business – (limited to 3 minutes per individual for non-agenda items)
8. Adjournment

We look forward to seeing you at the meeting. In the meantime, if you have any questions or would like to obtain a copy of the full agenda, please do not hesitate to call us at 813-565-4663.

Sincerely,
Audette Bruce
District Manager

District Office:

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Suite 1000, Tampa, FL 33607

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EXHIBIT 1

AGENDA

**Project Manual for
Request for Proposals for
Landscape and Irrigation Maintenance Services**

**Stoneybrook North
Community Development District
Lee County, Florida**

Manual dated: May 4, 2026

Table of Contents

List of RFP Documents:

1. Request for Proposals (serves as newspaper ad)
2. Instructions to Proposers
3. Scope of Services
4. Maintenance Map
5. Evaluation Criteria
6. Official Bid Proposal Form
7. Proposed Form of Agreement
8. Combined Affidavit for Public Entity Crimes,
Scrutinized Companies, E-Verify, Non-Collusion and
Anti-Human Trafficking
9. Certain Landscape Plans (under separate cover)*

* The District is providing available landscaping plans for Phase 3, as well as other reference information where available, to assist proposers in preparing their proposals. These plans are for reference only and may not reflect all current conditions, revisions, or relocations. Proposers are responsible for verifying existing conditions in the field. Any discrepancies or updates to the plans can be addressed during the mandatory pre-proposal meeting.

Stoneybrook North Community Development District
Request for Proposals for Landscape and Irrigation Maintenance Services

The Stoneybrook North Community Development District (the “District”) hereby requests proposals to provide services relating to landscape and irrigation maintenance services, as more specifically set forth in the Project Manual.

The Project Manual will be available beginning on **Monday, May 4, 2026 at 9:00 a.m. (EST)**. The Project Manual will be available by emailing the District Admin, April Barliso at abarliso@hikai.com. The Project Manual will include, but not be limited to, this Request for Proposals, the Instructions for Proposers, the Scope of Services, Maintenance Map, Evaluation Criteria, an Official Bid Proposal Form and a form of the Agreement.

The District has the right to reject any and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so. The Board of Supervisors of the District will award the contract to the proposal that they determine, in their sole discretion, is the most advantageous proposal to the District pursuant to the Evaluation Criteria contained within the Project Manual and its adopted Rules of Procedure. Please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (i) Proposer must be fully licensed in the state of Florida and insured and (ii) Proposer must have recent experience with other communities of a similar nature, size and amenity level to the Stoneybrook North CDD project, with verifiable references on those projects.

There will be a mandatory pre-proposal meeting on **Tuesday, May 19, 2026, at 10:00 a.m. (EST)** at Bridgewater Lagoon, 8630 Sunny Page Lane, Fort Myers, FL 33917. All questions relative to this project must be directed in writing to the District Admin, April Barliso at abarliso@hikai.com. **The deadline for submitting questions relative to this project is Friday, June 5, 2026, at 5:00 p.m. (EST).**

Firms desiring to provide services for this project must submit either one (1) original (via hand delivery or UPS, FedEx or similar) OR one (1) digital PDF copy of the required proposal **no later than 12:00 p.m. (EST) on Friday, June 12, 2026**, at the office of Kai located at 2502 N. Rocky Point Drive, Suite 1000, Tampa, FL 33607 OR by emailing District Admin, April Barliso at abarliso@hikai.com. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the District and the project. Proposals will be opened the same day at 12:30 p.m. at the Kai office listed above. The District will also offer a virtual option for attendance at the Proposal opening to be provided in the bid package or by request to April Barliso at abarliso@hikai.com. At the Proposal opening, the name of each proposer and price submitted on the Official Bid Proposal Form will be announced. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Any protest regarding the terms of the Project Manual, or any component thereof, must be filed in writing with the District Admin within seventy-two (72) hours after the Project Manual is made available and a formal written protest with the District must be made within seven (7) calendar days after the date of timely filing the initial notice of protest. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Stoneybrook North Community Development District
Audette Bruce, District Manager
Run Date: Friday, May 1

STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT

Instructions to Proposers Landscape & Irrigation Maintenance Services RFP Lee County, Florida

1. **General Information.** The Board of Supervisors (“Board”) of the Stoneybrook North Community Development District (“District”) is requesting proposals for the provision of Landscape and Irrigation Maintenance Services on a continuing basis (“Proposals”). The District will accept proposals from all qualified companies interested in providing these services. All proposers should be experienced in providing landscaping and irrigation services in the State of Florida and hold any applicable licenses or certifications. Any proposer that is a corporation or other business entity must be registered with the Florida Department of State, Division of Corporations, authorized to do business in the State of Florida, and currently in good standing.
2. **Project Manual.** The Project Manual includes, but is not limited to, the Request for Proposals, these Instructions to Proposers, the Scope of Services, Maintenance Map, Evaluation Criteria, an Official Bid Proposal Form, a form of the Agreement, a form of the Weekly Landscape Maintenance Report and Landscape As-Built Plans (under separate cover). The Project Manual will be available at the date and time specified in the Request for Proposals.
3. **Review of Project Manual:** It is the responsibility of prospective proposers to review the Project Manual and any addenda, made available in connection with the work and to prepare a proposal based solely on the Project Manual.
4. **Scope of Services.** The Landscape and Irrigation Maintenance Services are generally described in the “Scope of Services” included in the Project Manual for the locations highlighted in bright green in the **Maintenance Map** also included herein, as well as any addenda issued by the District Admin prior to the submission of Proposals.
5. **Mandatory Pre-Bid Meeting.** A mandatory pre-proposal meeting will be held on the date, time and location included in the Request for Proposals.
 - a. Proposers must thoroughly familiarize themselves with the property and all conditions pertinent to performing the work.
 - b. No additional compensation nor relief from any obligation of the proposed agreement will be granted because of lack of knowledge of the site or conditions under which the work will be performed, i.e., general working conditions, labor requirements, weather conditions, accessibility, condition of the premises, condition of the irrigation system, any obstructions, drainage conditions and the actual grades.
6. **Interpretation and Addenda of Project Manual.** No verbal interpretations will be made to any proposer as to the meaning or intent of the Project Manual. Every request for such interpretation must be in writing, addressed to the District Admin. To be given consideration, such requests must be received prior to the deadline for submitting questions as specified in the Request for Proposals. Interpretations, if made, will be written in the form of an addendum and sent via email by District Admin to all parties recorded as having received the Project Manual. All interested parties must supply a working email address to the District Admin. Any such addenda shall not relieve said Proposer from any obligation under the proposal as submitted. All addenda so issued shall become part of the Project Manual.

7. **Questions should be Directed to District Admin.** Any questions relating to the Project Manual should be directed, in writing, to the District Admin via email at ABarliso@hikai.com. The deadline for submitting questions relative to this project is stated in the Request for Proposals.
8. **Submittal Requirements.** Each Proposal shall include the following information:
- a. **Official Proposal Form.** This solicitation includes an Official Proposal Form. Such form is to be filled out and executed completely.
 - b. **Company Information**
 - i. Name of company (including any "Doing Business As" names)
 - ii. Headquarters/parent company locations
 - iii. Office locations and total number of employees at each
 - iv. Local address and telephone number
 - v. Brief history of the company, including years in business and core service areas
 - vi. Organization chart of company
 - vii. Proof of applicable insurance indicating the types of coverage and limits for general, property automobile liability insurance, and worker's compensation insurance required by the Agreement.
 - c. **Description of Approach to Services.** A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein. As part of the narrative, Contractors shall also include a photo narrative of any concerns they may have regarding the current landscape conditions within the project limits. This photo narrative must also include verbiage regarding their concern.
 - d. **Qualifications and Staffing**
 - i. Number of CDDs represented by the proposer.
 - ii. Provide a narrative description of the proposer's approach to providing the services as described in the Scope of Services.
 - iii. Why the proposer is the best qualified to perform the Scope of Services
 1. if there will be a subcontractor performing certain services, describe which services will be subcontracted out and include subcontractor's qualifications
 - iv. A description of the proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. Include a staffing plan depicting the quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property.
 - v. List position or title and corporate responsibilities of key management or supervisory personnel. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
 - e. **Cost of Additional Services.** A fee proposal and detailed explanation for additional services that may be performed in addition to the items described in the Scope of Services.
 - f. **References.** All proposers must submit a list of at least 3 references for projects of similar size and scope to include:
 - i. Client entity name
 - ii. Location (preferably within close proximity to the District)
 - iii. Description of work performed
 - iv. Length of service
 - v. Contact person's name, address, email, and telephone number
 - g. **Termination History.** A list of proposer's three most recent terminations with brief explanations (include entity name, date of termination and reason).

- h. **Additional Information.** Any other additional information or documents that will assist the Board in evaluating the Proposer pursuant to the Evaluation Criteria.

9. Submittal of Proposals.

- a. Submit either one (1) original (via hand delivery or UPS, FedEx or similar) OR one (1) emailed PDF copy of the required proposal (bearing the name of the Proposer, the name of the District, and identifying the project on the outside of the envelope). Each Proposer shall submit and deliver a complete proposal compliant with all requirements to the District Admin, at the physical address or email address identified in the Request for Proposals by the date and time included in the Request for Proposals. All bids will be opened shortly after the proposal deadline.
- b. Proposals will be securely kept and will not be opened until after the submission deadline.
- c. Proposals submitted after the deadline for delivery will be rejected.

10. Proposal Duration and Withdrawal of Proposal.

- a. Proposals may be withdrawn by providing written notice if received by the District prior to the time and date specified in the Request for Proposals for submission of the proposals.
- b. All proposals shall be in force for a period of 90 days after the proposal deadline. During this time, all provisions of the Proposal must be in effect, including prices.
- c. Proposers may not withdraw or modify their proposals after the deadline for submittal.
- d. Negligence on the part of the Proposer in preparing their proposal confers no right of withdrawal or modification of their proposal after the deadline for submittal.

11. Right to Waive Mistakes and Variations.

- a. Mistakes in arithmetic extension of pricing may be corrected by the Board.
- b. The District reserves the right to waive any minor or non-material discrepancies or technicalities.
- c. The District further reserves the right to request supplementation of any or all Proposals.

12. Method of Selection, Award, and Right to Reject.

- a. The Board will meet at a publicly noticed meeting and collectively as a group review and rank the proposals in accordance with the Evaluation Criteria. The Board will award the work to the Proposer that it determines, in its sole discretion, has the most advantageous proposal. The Board reserves the right to reschedule or continue the date of the evaluation meeting to a later date.
- b. Proposers may attend the Board meeting on **Tuesday, June 23, 2026 at 2:00 p.m.** at the Hyatt Place Ft Myers at the Forum, 2600 Champion Ring Road, Fort Myers, FL 33905, where the Board plans to review the proposals.
- c. The Board, in its sole discretion, reserves the right to reject any and all proposals whenever such rejection is in the best interest of the District.
- d. Nothing contained herein shall place a duty upon the District to reject a proposal or award the work based upon anything other than its sole discretion.
- e. Notice of the award, including rejection of some or all bids, shall be provided in writing to all Proposers by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company, and by posting the same in the District Office for 7 days. The notice shall include the following statement: "Failure to file a written protest with the District within 72 hours following the receipt of notice of the District's decision to award the work shall constitute a waiver of any objection to the award."

- f. The selected Proposer shall promptly enter into negotiations with the District to finalize any terms or details. If the negotiations are unsuccessful, the District may negotiate with the next Proposer(s) who had the next highest ranked proposal(s) until such negotiations are successful.

13. No Reimbursement of Preparation Costs. Proposers will not be reimbursed for any cost associated with responding to this solicitation.

14. Public Records. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.

15. Protests. Any firm or person who is affected adversely by a District decision to award an Agreement shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision. A complete copy of the District's Rules of Procedures is available for review at the office of the District Manager (Kai).

16. Term and Renewal. The initial term of this Agreement shall commence on the effective date and continue through September 30 of the District's current Fiscal Year. Thereafter, the Agreement shall automatically renew for successive one-year periods coinciding with the District's Fiscal Year (October 1 through September 30), unless terminated pursuant to the termination provisions of this Agreement. The Scope of Services and compensation for any renewal period may be adjusted by mutual written agreement, evidenced by a written addendum.

17. Required Disclosure:

- a. **License and Permit Requirements:** For the purpose of complying with Florida Statute 218.80 titled "Public Proposal Disclosure Act," except as may be described in the Agreement, the successful proposer shall obtain and pay for all permits and licenses necessary for the work. Proposers shall be responsible for complying with Lee County licensing requirements prior to submitting a Proposal and shall submit proof of compliance. Those Proposers who are not duly licensed and/or do not furnish proof thereof with their Proposal may be deemed non-responsive and may be disqualified.
- b. **Public Entity Crimes:** Proposers should be aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes.
- c. **Scrutinized Companies:** Proposers should be aware of, and in compliance with, all requirements under Section 287.135, Florida Statutes, on Scrutinized Companies.
- d. **E-Verify.** Proposers should be aware of, and in compliance with, all requirements under Section 448.095(2)(c), Florida Statutes, on E-Verification requirements.
- e. **Public Records:**
 - i. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.
 - ii. As further described in the Agreement, in accordance with section 119.0701, Florida Statutes, if awarded the work, the Proposer shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology

systems of the District.

- f. The District, in its sole discretion, may reject any Proposer the District finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Board to lack honesty, integrity, or moral responsibility. The discretion of the Board may be exercised based on the disclosure required herein, the District's own investigation, public records, or any other reliable source of information. The Board may also reject any Proposer failing to make the disclosure required herein. By submitting a Proposal, Proposer recognizes and accepts that the District may reject the Proposal based upon the exercise of its sole discretion and Proposer waives any claim it might have for damages or other relief resulting directly or indirectly from the rejection of their Proposal based on these grounds, including the disclosure of any pertinent information relating to the reasons for rejection of the Proposal.

Thank you for your interest in the District.

STONEBROOK NORTH CDD
SCOPE OF SERVICES
Landscape Maintenance

The maintenance areas of the District are spread out quite a bit, potential bidders should review the maintenance map in Exhibit A for reference.

Landscaping Bid Detail:

A. EXTERIOR LANDSCAPE MAINTENANCE - GENERAL

The work for Exterior Landscape Maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant material in a healthy, vigorous growing condition. All associated planted areas are to be kept in a continuous neat, clean and debris free condition for the entire life of the contract as within the budget. The landscape guidelines are highly dependent on the geographic location of the property. Local conditions prevail over this scope. The maintenance period will be a continuous 365 (366 in a leap year) days a year, regardless of National Holidays, weekends or company holidays. The Contractor will be expected to spend additional effort during the peak-growing season and to keep the property neat and clean at isolated locations to control debris, damage or replacements as within the contract.

Work will include, but not be limited to, irrigation, fertilization, fungicidal insect disease and weed control, mowing, edging, pruning, shearing, turf repair, debris removal, replacement, re-mulching and inspection.

B. OWNER / CONTRACTOR RESPONSIBILITIES

- The Owner warrants that the existing plant materials are true to plan and are in a healthy, vigorous, growing condition.
- The landscaping contractor for each phase will be responsible for all areas that can be mowed, edged, trimmed in each phase unless otherwise excluded in the Roadway Phase.
- The Owner further verifies that the irrigation system, if so installed, is in good working condition. The landscaping contractor, however, is required to inspect the work area and will accept conditions as they exist.
- The landscaping contractor is responsible for cleaning all trash from all common areas including but not limited to: planter beds, pond banks, sodden areas, bridges, roadways, and island landscaping prior to performing maintenance.
- The landscaping contractor is responsible for cleaning all debris and mechanically blowing of grass clippings created during normal maintenance. Contractor will ensure the use of mulching mower decks, with mulching blades. Contractor will work to prevent clippings entering ponds, to extent possible.

- If landscaping company should remove dead plants on the property, report through email and pictures and supply a proposal to replace the plant on the next available visit.
- The landscaping company will provide a monthly irrigation, landscaping, fertilization & pest report to include pictures and actions to be taken and submit it to District Admin and Brightwater@hikai.com one week before the end of each month.

C. GENERAL PERFORMANCE

The landscaping contractor shall be recognized as an expert having unique methods of maintenance, which have been polished by experience. It will be his/her responsibility to keep the Landscape in a freshly planted, mowed, edged and trimmed appearance at all times, as within the contract. THE CONTRACTOR IS REQUIRED TO HAVE A STATE-LICENSED COMMERCIAL PESTICIDE APPLICATOR ON STAFF.

D. POLICING, DEBRIS, COLLECTION

All debris generated by normal landscape maintenance operations, litter, etc., should be routinely collected and removed from the property by landscape contractor personnel. Debris/sand or plant growth should not be allowed to collect along roadways, bridges, walkways, parking areas, lawn areas, natural areas, etc., and should not be allowed to build up at storm drains, swales, culverts, etc. All debris must be picked up and not mowed over.

After any storm, all debris, palm fronds, and all other landscape related material must be cleaned up and removed within 48 hours after the storm. A Storm is defined as sufficient wind to cause palm fronds, branches and leaves to accumulate on the ground. Storm damage clean-up due to hurricanes, tornadoes, high winds, or named storms are included in this scope of work as a priority vendor.

E. RETENTION AREAS, LAKE EDGES

Retention areas and lake edges are to be maintained by regular mowing and trimming, as within the contract. Maintain uniform grassed slope to water level. Mowers must maintain a minimum ten (10) foot buffer from water's edge. This area must be maintained by mechanical line trimmers.

F. SAFETY

All materials and performance of work should meet all current Federal Health and Safety Laws. Material Safety Data Sheets of all supplies and chemicals used should be posted.

The landscape contractor shall supply and ensure the proper use of all Personal Protective Equipment (PPE), e.g., boots, masks, gloves, eye protection, etc., during any operation as required or directed by applicable laws, regulations or ordinances and/or directions of manufacturers of materials or equipment.

All equipment should be properly maintained and should be inspected for defects prior to their use. Any equipment deemed inoperable or unsafe should be promptly repaired. All equipment should meet both the American Standard Safety Specifications and Occupational Safety and Health Administration (OSHA) requirements.

G. INSPECTIONS, OBSERVATIONS AND REPORTS

All landscape maintenance personnel should be instructed to continually look for problems and, if observed, to quickly notify brian@hikai.com. Problems and the means to correct them should be noted. Follow-up inspection reports to ensure success of corrective measures are required every two (2 weeks) and a final inspection report on irrigation, landscaping, herbicides, pest control and fertilization that includes images/photos should be provided one week before the end of each month.

H. MONTHLY ACTIVITY REPORT

1. General

Throughout the year, weekly operations such as weeding, watering, cleanup, etc., should be ongoing. Mowing and edging of all lawns, sidewalks, cart paths and roadway areas should be performed as specified during the growing season. Due to weather patterns, the growing season may vary from year to year. Lawn areas should be maintained as needed to present a neat appearance at all times. The calendar below outlines specific tasks to be accomplished during each month, as within the contract.

When it is determined mowing is not necessary, the contractor will provide equal labor force to focus on other areas of the property that need to be addressed.

2. Monthly Schedule (Note: This will vary significantly, depending on climate)

March/April

- a. General clean-up of site: Rake and remove leaves and winter debris.
- b. Mow and edge all lawns, sidewalks, cart paths and roadway areas a minimum of once a week or as needed to present a neat appearance and weed control.
- c. Fertilize the following plantings: Refer to the fertilizer section for further information.
- d. Apply pre-emergence per recommended rates. (Refer to fertilizer section for additional information).
- e. Inspect all plantings and lawn areas for pests and disease.
- f. Apply dormant oil sprays to ornamentals and repeat if necessary.

- g. Major pruning of canopy trees or palm trees is not included in this scope of work.
- h. NOTE: Please refer to the PLANT LIST section for specific pruning directions for each plant type.
- i. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments, including cleaning filters and valves. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.

May

- a. Monitor watering each week. Look for dry spots and signs of wilting.
- b. Mow and edge all lawns, sidewalks, cart paths and roadway areas at a minimum once each week plus weed control.
- c. Fertilize. (Refer to the Fertilizer section for additional information.)
- d. Inspect all plantings and lawn areas for pests and disease.
- e. Prune early flowering ornamentals and shrubs after flowering is completed.
- f. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.

June

- a. Monitor watering each week. Look for dry spots and signs of wilting.
- b. Mow and edge all lawns, sidewalks, cart paths and roadway areas a minimum of once each week plus weed control.
- c. Control weeds.
- d. Inspect all plantings and lawn areas for pests and disease.
- e. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments.
- f. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.

July – August

- a. Monitor watering each week. Look for dry spots and signs of wilting.
- b. Mow and edge all lawns, sidewalks, cart paths and roadway areas a minimum of once each week.
- c. Plus weed control.
- d. Inspect all plantings and lawn areas for pests and disease.
- e. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments.
- f. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.

September

- a. Mow and edge all lawns, sidewalks, cart paths and roadway areas are at a minimum of once each week.
- b. Plus weed control.
- c. Inspect all plantings and lawn areas for pests and disease.
- d. Complete wet check and monitor watering. Inspect the entire irrigation system each week and make necessary adjustments.
- e. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work. .

October - November

- a. Remove trash and leaves collected in landscape beds daily.
- b. Fertilize the following plantings: shrubs, groundcovers, and lawns. (Refer to Fertilizer section for additional information).
- c. Perform weed control.
- c. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments.
- d. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.
- e. Mow and edge all lawns, sidewalks, cart paths and roadway areas as needed to maintain a well-manicured appearance.

December – February

- a. Repair any major landscape issues, i.e., blown-over trees, broken limbs, etc.
- b. Remove trash and leaves collected in landscape beds daily.
- c. Mow and edge all lawns, sidewalks, cart paths, and roadway areas as needed to maintain a well-manicured appearance.
- d. Perform weed control.
- e. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments.
- f. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.

I. PRUNING

1. General Care

Remove dead limbs and branches from trees, shrubs and groundcover promptly as these can attract pests and diseases. No pruning should be performed that alters the shape, height or fullness with respect to the intended character of the plantings.

NOTE: Please refer to the Plant List section for specific pruning directions for each plant type.

2. Tree Pruning

Remove all sucker growth as needed to maintain a neat appearance (sucker growth refers to shoots that sprout upward from the base and lower trunk). Remove any limbs that may interfere with normal pedestrian traffic up to 12' from ground height. Cuts should be made close to the trunk or major branch; stubs are unsightly and may attract pests and diseases. Major pruning should take place once per year in the spring (April/March) or as needed to maintain plant health and appearance. This will require thinning of middle branches. All palms will be trimmed twice per year in March and October. All palm fronds picked up when on property.

3. Shrub and Groundcover Pruning

Prune shrubs and groundcovers to their natural habit and growth. Use hand clippers to remove odd or long undesirable branches, keeping the shape natural and uniform. Remove branching which may interfere with normal pedestrian traffic. On ornamented clump grasses, prune dead leaves at base and remove all weeds.

4. Shearing

Tools used are manual or power-oriented hedge shears. There may also be a need for pruning saws and small hand pruning shears. All shrubs are to be pruned at the base, then at the top, and no more than one-third of the plant heights should be cut back at any one time. Always attempt to encourage hedge and shrub masses to grow together; do not prune plants individually.

Shearing or clipping is practiced on shrubs and hedges to give them a neat, uniform, symmetrical appearance. This is done to encourage them to fill out, and to ensure safety of all pedestrian and vehicular traffic.

5. Palm Injections

Injections are to be done on an as needed basis per recommendation of landscape contractor and prior written approval from the District Manager. A price per injection for each palm necessary should be provided as an add-on cost to the community.

J. PESTICIDES AND FUNGICIDES

Moss Removal – the removal of moss from shrubs and ornamentals shall be done as needed.

A thorough inspection of all plantings and lawn areas should be performed at least once a week by the maintenance supervisor to detect any fungi or insect infestations as within the budget. All infestations should be immediately treated with insecticides or fungicides as necessary to provide effective control. *Applications of fungicides, pesticides and the location applied should be included in the monthly reporting process to the Owner.*

Supervisory personnel should be knowledgeable, well trained and able to detect infestations. Personnel shall follow manufacturer's instructions for all pesticide and fungicide applications and carry any necessary qualifications or license required by law. All chemicals shall be used in strict accordance with the federal, state and county directives on environmental control and carry an EPA approval number.

NOTE: Most pests and fungi problems detected early are much easier to control.

Pest control is done on an "as needed" and preventive basis. Maintenance personnel should be able to recognize plant material decline due to disease or insect infestation and control the pest before it becomes a major problem. *Ants are considered "pests" and will be treated accordingly to prevent infestation.*

If a problem is recognized, immediate action should be taken to eradicate the problem. If the problem is unknown, contact the County Agriculture Agent for advice.

K. MULCHING – To be priced separately.

Planting beds and tree rings will require supplemental mulching as needed to present a neat appearance. Evenly distribute mulch in these areas. Do not allow mulch to build up at the base of trees and shrubs. Re-mulching of all planting beds and tree rings should be performed during the non-growing season, evenly

distribute approximately 2” of shredded, grade “A” mulch to these areas or changes in depth and frequency as approved by the Field Manager, considered a separate project and billed separately.

L. WEEDING

All areas should be kept weed free by hand pulling and spraying shrub plantings, mulched tree rings, sidewalks, etc. with an approved herbicide, during weekly maintenance operations as within the budget. Weeds should not be allowed to mature to the point of regeneration, as this will only add to the maintenance personnel’s labor burden.

Application of pre-emergence weed control in parking lots, bridges and roadways as necessary. Use of non-selective sterilant is prohibited. Pre-emergence weed control should be applied to trees and shrub beds in early spring.

M. MOWING

Contractor shall be on site weekly (52) weeks per year, mowing will be conducted on a seven-to-fourteen-day frequency depending on growing conditions, at least forty-two (42) cuts for Floratam/St. Augustine turf and irrigated Bahia. The turf will be cut at the height of 4” to ensure proper growth and to present a professional appearance. Retention ponds and lake banks will be mowed to where the surface meets the water. Areas under water or too wet to mow will be addressed as soon as possible when the ground dries out. Non-irrigated areas shall be mowed on a (32) cut schedule.

N. EDGING/WEED CONTROL

In this operation, all lawn area plant beds shall be kept neatly edged every other mow cycle, and all grass invasions eliminated from bed areas, tree collars, and roadways/sidewalks. This will give the site a “crisp” look and will also make mowing a less time-consuming operation. Edging of hard surfaces should be done alternate to the edging of plant beds with every mow cycle.

Edging will be done in conjunction with mowing. Use edger to cut beds under hedges or under trees with low branching habits and curb lines. Keep all bed areas sharply edged and restrain groundcover from growing into turf areas.

When edges are kept sharp and there’s a definite delineation between bed and turf areas, it not only looks good but makes mowing easier.

O. IRRIGATION – AUTOMATIC, MANUAL SYSTEMS, SPRINKLER HOSES OR SOAKER HOSES

The proper inspection and monitoring of the irrigation system should be performed on a “monthly” basis for reports and proposals. Frequent monitoring will allow for changes in weather patterns. It is essential that plants and lawns receive necessary watering during drought periods. Current watering days in Lee County

are Saturday and Sunday before 9am and after 5pm. This may vary/change. Please check with Lee County for updates on watering schedules.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SURVIVAL OF ALL PLANTS DURING DROUGHTS. IF THE IRRIGATION SYTEM IS NOT WORKING THE CONTRACTOR WILL HAND WATER UNTIL REPAIRS ARE APPROVED BY MANAGEMENT.

The contractor is responsible for maintaining the irrigation system to assure that it is in proper working condition at all times. *This includes monthly inspection and cleaning of the filters at each valve that services two houses.* Any additional work to repair the system must be approved by CDD Board prior to any repairs beginning and will be billed as separate projects. Owner agrees to allow Contractor to complete minor repairs up to \$300.00 a month while on site completing inspections.

Damage to the system is to be promptly reported and repaired in a timely fashion.

NOTE: An inventory of irrigation heads and common parts should be stocked at all times to ensure repairs are corrected in a timely fashion.

New turf areas will require one inch of water per week to sustain good growth.

P. TURF

During certain months, all plant materials need more water than there is precipitation. During these months, it is most essential to have adequate irrigation. Irrigation should be scheduled year-round on a regular basis. When irrigating, be sure turf is soaked thoroughly up to a depth of 8". Avoid frequent and shallow watering. It is the Contractor's responsibility to ensure the Owner's irrigation systems are set accordingly and in compliance with all local/county/state watering restrictions.

Q. PLANT MATERIAL

All trees, shrubs and palms need ample water throughout the year, not only for growth but also for vital processes. As living processes speed up (activity directly proportional to temperature), more water is needed.

When no automatic irrigation system is provided, a porous soaker is usually the best tool for plant material irrigation. Another good tool is a root waterer - a long rod that can be attached to a hose and inserted into the ground to water tree roots directly.

Plant material should be watered long enough to soak soil to a depth of 15". This is where the plants' feeder roots are. To water deeper is a waste. Avoid frequent and shallow applications. This not only causes the roots to grow towards the ground surface but also encourages diseases.

R. FERTILIZER

1. General

Fertilizer should be applied under dry conditions. Do not fertilize when plantings or lawns are wet. Lee County has a fertilizer ban in place from June-September annually.

Fertilizer should be applied in planting beds by hand. In lawn areas and groundcover beds, spreaders should be used for proper coverage ensuring that spreads are overlapped to avoid streaking. Fertilizer should be applied and calibrated to ensure even greening and proper coverage.

Immediately following fertilizer applications, thoroughly water with the irrigation system.

2. Fertilization of Lawns

In lawn areas, fertilizer should be applied 3 times per year for St. Augustine/Florata and 2 times a year for irrigated Bahia. Late Winter/Early Spring: pre-emergency complete broadcast in the St. Augustine/Florata in mid-February to mid-March. Spring Feeding: mid-March to mid-April, use an application of 25-5-11 50% slow release. Over the Summer: use potash, magnesium, manganese, iron as needed. The Fall Feeding would then occur after the ban in October. Apply 24- 5-11, 25% sulphur coated area slow-release fertilizer (or equivalent) at the rate of 4 pounds complete fertilizer per 1,000 square feet. Pre-emergent chemicals for crabgrass and broadleaf weeds shall be applied with spot spraying as necessary. Fertilization times may vary due to inclement weather.

3. Fertilization of Shrubs and Groundcover

In shrub and groundcover beds, fertilizer should be applied 3 times per year, Spring Feeding (May), Fall Feeding (October) and Winter Feeding (December/January). Apply 8-10-10, 1 pound of complete nitrogen per 1000 sq ft, which would be 12.5 pounds of fertilizer to cover 1000 square feet, (when hand broadcasting, evenly apply 1/4 cup fertilizer beneath each plant).

4. Fertilization of Trees

Fertilizer should be applied in the form of tree spikes one time per year: March. Apply 16-10-9 tree spikes (or equivalent) at a rate of 1 spike per every 2" of trunk caliper or 2lbs of approved granular on the Florida State Agriculture finding.

For fertilization of palms use minimum 50% slow release spread at a rate of 1.5 pounds of fertilizer per 100 sq feet from trunk to the outer dripline. Palms may be fertilized 3-4 times per year starting in March and ending in November.

S. PLANT REPLACEMENT & ENHANCEMENTS

- *Remove dead or dying material, dispose off-site and replace with new material upon written approval from the CDD Manager, as within the budget.*

- *Community prefers using perennials at entrance beds to maintain steady ornamentation and reduce need for plant changes or replacements.*
- *The most ideal times for plant replacement are in early spring and late fall.*

1. Seasonal Extremes

Spring (April, May) - The irrigation system should be scheduled to operate.

Summer (June, July, and August) - There are occasional periods of drought. Watering should be scheduled accordingly. Due to the amounts of heavy rain during the summer, annuals are placed under stress, making them more susceptible to insects and disease.

Fall (September, October) - The temperature during the day may continue to stay very warm. As in the summer, continue to schedule the irrigation system as needed, and monitor annuals for insects and disease.

2. Plant List

Included in this section is the list of various plant materials. Plant materials vary among regions. Some are similar, but all cannot be listed here. General and specific pruning recommendations and common pests and disease problems are given. All pests and disease problems cannot be listed and therefore should be left up to a trained horticulturist. Local suppliers or your local county agricultural extension agency can provide recommendations for chemical control of pests and disease problems.

Specific Listing (alphabetical)

- Annuals/Perennials – Deadhead as needed, prune to maintain shape as needed.
- Bromeliads – Trim dry or brown outer leaves at the base.
- Cypress – Remove dead or damaged branches in winter.
- Dwarf Ixora – Monitor for aphids, scale and mealybugs.
- Flax Lily – Occasional pruning of old, dead or yellowing leaves and spent flower spikes.
- Gold Duranta – Pruning generally in late winter/early spring. Monitor for spider mites, white flies and root rot.
- Green Island Ficus – Requires light annual pruning to maintain shape. Monitor for scale and spider mites.
- Ligustrum – Can take heavy pruning in spring after flowering. Monitor for aphids, mites, scale and powdery mildew.

- Liriope - Remove dead leaves and flower spikes as needed to maintain a neat appearance.
- Live Oak – Prune dead, damaged and sucker growth as needed. Allow tree to form a natural canopy. Treat for iron deficiency.
- Muhly Grass – Cut back 3-6 inches in late winter/early spring. Treat when find tar spots where fungus is trying to take over.
- Ornamentals – Treat for scale insects and leaf spot.
- Palms (Adonidia (Christmas), Bismarck, Royal, Sabal) – Prune dead or brown fronds. Remove palm fronds that have fallen to the ground. Watch for yellowing, root rot, palmetto weevils and spider mites.
- Pine – Prune dead and damaged branching as needed.
- Podocarpus – Prune in spring to shape and maintain height. Avoid late fall pruning before cold weather. Fertilize 3x year and watch and treat for aphids.
- Royal Poinciana – Requires regular clean-up of seed pods, flowers and leaves to prevent clogging gutters and maintaining a neat appearance
- Simpson’s Stopper – Pruning in spring to shape and, if necessary, use fungicides for rust.
- Sod/Lawn – Bahia and St. Augustine/Florata are used in the common areas. Maintain as specified in Lawn Care and Calendar sections of this manual. Common pests include chinch bugs and sod webworm. Diseases are more likely to occur during periods when the weather is warm and there is an abundance of moisture. Control of a disease is usually accomplished using appropriate fungicide.
- Viburnum – Prune after blooms are spent and maintain a neat appearance. Subject to leaf spot.

T. MONTHLY REPORTING REQUIREMENTS

All landscape maintenance personnel are expected to proactively identify and report with pictures of any issues observed within the District. Observed issues and recommended corrective actions must be documented and promptly reported to the Field Service Manager or their designee. Follow-up inspections to verify the resolution of reported issues shall be conducted bi-weekly, with a comprehensive inspection report with photos—including irrigation, landscaping, pest control, and fertilization—submitted one week prior to the end of each month.

[END OF SECTION]

**Stoneybrook North Community Development District
Evaluation Criteria
for Landscape and Irrigation Maintenance Services RFP**

1.	Location and Personnel	25 Points
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Locations of the Proposer’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to manage the work; evaluation of existing work load; proposed staffing levels, etc.

2.	Experience and Available Equipment	20 Points
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Past record and experience of the Proposer in similar projects; volume of work previously performed by the Proposer; past performance for other community developments districts in other contracts; character, integrity, reputation of Proposer, availability of equipment necessary for the project etc.

3.	Understanding of the RFP and Scope of Services	25 Points
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Extent to which the proposal demonstrates an understanding of the District's needs for the services requested. Extent to which the proposal includes all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc. Extent to which the proposal is completed as directed. Extent to which the proposal demonstrates clearly the ability to perform these services.

4.	Price	30 Points
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A full 30 points will automatically be awarded to the Proposer submitting the lowest “Total Bid Price”. All other Proposers will receive a percentage of this amount based upon a formula which divides the low bid by the Proposer’s bid and is then multiplied by the number of points possible in this part of the Price evaluation.

*Proposer “A” turns in a bid of \$200,000 and is automatically deemed to be low bid and will receive the full 30 points. Proposer “B” turns in a bid of \$250,000. Bid “A” is divided by Bid “B” then multiplied by the number of points possible. $(200,000/250,000) \times 30 = 24$.

Total Possible Points for Each Bidder’s Proposal	100 Points
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Stoneybrook North Community Development District

**Official Proposal Form for
Solicitation of Proposals for Landscape and Irrigation Maintenance Services**

Name of Proposer: Florida Commercial Care

In accordance with the solicitation of proposals issued by the Stoneybrook North Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

Base Landscape Maintenance Services:

Includes turf mowing, edging, trimming, shrub and groundcover maintenance, tree and palm pruning, fertilization, pest control, weed control, debris removal, retention pond and lake bank mowing, storm debris cleanup, and monthly reporting.

Total Cost for the first year of the above items	<u>\$300,936.00</u> /year (\$ <u>25,078.00</u> /month)
Optional Yearly Renewal Cost Year 2	\$ <u>300,936.00</u> /year (\$ <u>25,078.00</u> /month)
Optional Yearly Renewal Cost Year 3	\$ <u>300,964.08</u> /year (\$ <u>25,830.34</u> /month)

Irrigation System Monitoring and Maintenance:

Includes monthly wet checks, system monitoring, valve cleaning, controller adjustments, minor repairs while on site, and reporting as described in the Scope of Services.

Total Cost for the first year of the above items	\$ <u>15,168.00</u> /year (\$ <u>1,264.00</u> /month)
Optional Yearly Renewal Cost Year 2	\$ <u>15,168.00</u> /year (\$ <u>1,264.00</u> /month)
Optional Yearly Renewal Cost Year 3	\$ <u>16,128.00</u> /year (\$ <u>1,344.00</u> /month)

Additional Services (not included in base contract):

Mulch Installation (2" depth)
\$ 63.00 per cubic yard installed

Seasonal Color Installation (4" perennial)
\$ 2.75 per plant installed

Palm Injections (if approved)
\$ 95.00 per palm per treatment

Irrigation Repair Labor Rate (repairs exceeding included minor repairs)
\$ 79.00 _____ per hour

Servicing 12 Dog Waste Stations and 2 Trashcans at the Tot Lot/Dog Park (Once a week)
\$ 1,330.00 _____ per month

Plant Replacement / Enhancements

To be quoted and approved by the District prior to installation.

Additional Proposal for Specific Plant Replacement

The Board currently would like pricing for replacing plants damaged by hard freezes, specifically along the northern tree line perimeter of the property and near the tot lot/dog park. Please provide separate proposal.

Note: All pricing above is based on the initial term from the contract effective date through September 30 of the District's current Fiscal Year. Optional renewal periods shall follow the District's Fiscal Year, October 1 through September 30, unless otherwise adjusted by mutual written agreement.

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Stephen McDowell

Title of Authorized Signatory of Proposer: Owner/CEO

Signature of Authorized Signatory of Proposer: *Stephen McDowell*

Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Agreement**”) is entered into as of June 11, 2026 between the **Stoneybrook North Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and Florida Commercial Care, a _____, registered to do business in the State of Florida (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services attached hereto as **Exhibit A** (the “**Scope**”) in the locations shown in the maintenance map attached hereto as **Exhibit C**.
 - b. Contractor’s Official Proposal Form is attached hereto as **Exhibit B**.

- c. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
4. **Additional Work.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
 5. **Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
 - b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
 - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.
 6. **Manner of Performance.**
 - a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
 - b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
 - c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
 - d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
 - e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
 - f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
 - g. Contractor is responsible for vehicular safety within the community and shall use the proper

warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.

- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
 - i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
 - j. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
 - k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.
8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
9. **Termination.**
- a. Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
 - b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
 - c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
 - d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. District Representatives and Inspections.

- a. The District hereby designates the District Manager and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Compensation

- a. As compensation for the Work performed under this Agreement, the District shall pay Contractor:
 - i. **Base Landscape Maintenance Services and Irrigation System Monitoring and Maintenance.** For the Base Landscape Maintenance Services and the Irrigation System Monitoring and Maintenance Services described in the Work, which are performed on a monthly basis: \$25,078.00 per month.
 - ii. **Seasonal Color.** Seasonal color installation shall be performed only upon written authorization from the District. If authorized, Contractor shall be compensated at the unit price per 4" annual as described in Contractor's Official Proposal form attached hereto as **Exhibit B**.
 - iii. **Additional Irrigation Repairs and Services.** Irrigation repairs or services not included within the Irrigation System Monitoring and Maintenance services shall be performed only upon written authorization from the District. Contractor shall be compensated at the hourly rate set forth in Contractor's Official Proposal Form attached hereto as **Exhibit B**, not to exceed the amount approved in writing by the District.
 - iv. **Additional Services.** Any services not included within the Base Landscape Maintenance Services or Irrigation System Monitoring and Maintenance Services shall be performed only upon written authorization from the District. Compensation for such services shall be at the rates set forth in Contractor's Official Proposal Form attached hereto as **Exhibit B**, or at such other price as may be approved in writing by the District.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
 - i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date,

- iv. an invoice number
 - v. a reference to a proposal number if applicable,
 - vi. the location (including the community if applicable),
 - vii. descriptive enough to allow reader to understand services performed
 - viii. an itemized listing of all costs billed on the invoice with a description of each service,
 - ix. the time frame within which the services were provided, and
 - x. the address or bank information to which payment is to be remitted.
- c. In the event services are not needed (dry times and mowing not needed on the frequency designated in the Scope of Services), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.
 - d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
 - e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
 - f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
 - g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the

Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.

- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. **Commercial General Liability:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. **Automobile Liability:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. **Umbrella Liability:** With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

- ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

18. No Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions

contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

19. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

22. Anti- Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

23. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or

allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 565-4663, OR BY EMAIL AT AUDETTE@HIKAL.COM, OR BY REGULAR MAIL AT 2502 N. ROCKY POINT DRIVE, SUITE 1000, TAMPA, FL 33607.

24. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
25. **Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
26. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
27. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
28. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
29. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
30. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
31. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party

has full power and authority to comply with the terms and provisions of this instrument.

32. Notices. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

- a. If to Contractor: NAME
 ADDRESS
 ADDRESS

- b. If to District: Stoneybrook North Community Development District
 c/o Kai
 2502 N. Rocky Point Drive
 Suite 1000
 Tampa, FL 33607

33. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

34. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

COMPANY NAME

**Stoneybrook North
Community Development District**

Stephen McDowell

Name: Stephen McDowell

Title: Owner/CEO

Name: _____

Title: Chair/Vice Chair, Board of Supervisors

Exhibit A: Scope of Services

Exhibit B: Contractor's Bid Form

Exhibit C: Maintenance Map

**Weekly Landscaping Maintenance Report
for the Stoneybrook North Community Development District**

Date of maintenance visit: _____ Supervisor: _____

Listing of problems and locations (include color pictures and addresses or intersections):

1. Insect and plants: _____

2. Disease and plants: _____

3. Nutrient problems and plants: _____

4. Dry plants: _____

5. Wet plants: _____

6. Dead plants removed: _____

7. Tree service work needed: _____

8. Irrigation damage and repairs: _____

Extra work performed:

1. Number of workers: _____
2. Their title(s): _____
3. Hours per worker: _____
4. Description of work performed: _____

List of any items the District needs to know of or any extra work that is recommended to be performed outside of the scope of the Agreement (include estimate of time to perform the work). _____

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, Non-Collusion, and Anti-Human Trafficking**

*[Request for Proposals for Landscape and Irrigation Maintenance Services]
Stoneybrook North Community Development District*

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

Name of Proposer: Florida Commercial Care

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the “Scrutinized Companies that Boycott Israel List” nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida’s E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

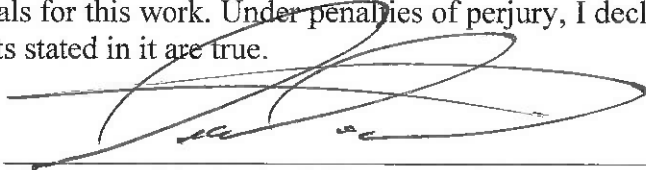
11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

Anti-Human Trafficking

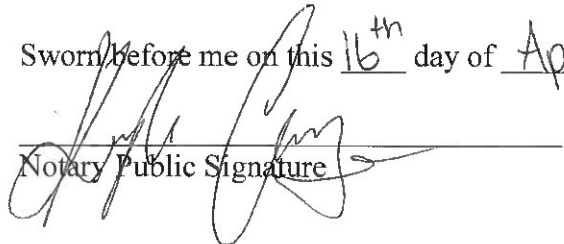
16. Our firm does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
17. Upon positive selection under the Request for Proposals, our firm intends to execute a contract with the Stoneybrook North Community Development District.
18. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Stoneybrook North Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work. Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.



Signature of Authorized Signatory of Proposer

Sworn before me on this 16th day of April, 2026



Notary Public Signature



Notary Stamp



Qualifications and Staffing Stoneybrook North CDD

Florida Commercial Care currently services 8 CDD's throughout the State of Florida

Israel Vega, Southwest Branch Manager
Cell: 941-448-3763
Email: ivega@floridacommercialcare.com

Omar Valentin Cintron
Cell: 239-231-0584
Email: ovalentin@floridacommercialcare.com

Irrigation:
Clair Cunningham Director of Irrigation
Cell: 407-301-8178
Email: ccunningham@floridacommercialcare.com

Kirk Allen: CPO Director
Florida Commercial Care Inc.
Cell: 407-232-4820
Email: kallen@floridacommercialcare.com

Stoneybrook North CDD will have 1 lawn crew of 5 members on property 8-hours a day, 5 days a week, including a Landscape Coordinator.

Irrigation Inspections performed monthly with 1 technician onsite for 8 hours a day for 2 days per month.

Fertilization/Pest applied according to Stoneybrook North CDD Landscape and Maintenance RFP.



References

Client Name: Kai Properties/ Mirada II CDD

Location: San Antonio, FL

Description Services: Landscaping and Irrigation Maintenance

Length of Service: 3.5 Years

Contact: Robert Stone 352-398-9303 robert@hikai.com

Client Name: Kai Properties/ Parrish Lakes CDD

Location: Parrish, FL

Description Services: Landscaping and Irrigation Maintenance

Length of Service: 2.5 Years

Contact: Gary Schwartz 754-779-0088 gary@hikai.com

Client Name: Kai Properties/ Highland Trails CDD

Location: Dade City, FL

Description Services: Landscaping and Irrigation Maintenance

Length of Service: 3 Years

Contact: Jerry Edwards 352-467-3959 jerry@hikai.com

Florida Commercial Care

Our Business is to make your business look beautiful.



Who we are:

We are a commercial landscape management company that is headquartered in the Tampa Bay area with many locations throughout the State of Florida. We provide a variety of property maintenance care for all your property needs. Our services include landscape maintenance, irrigation, mulching, fertilization, plant installation, tree pruning/care, and facility maintenance repairs. We strive to manage and complete all your property wants and needs by continually increasing the industry standards and expectations with our clients' visions.

Why Partner with Florida Commercial Care:

Our knowledgeable, experienced workforce provides quality performance while increasing the appeal of your outdoor area. We adhere to the industry's highest professional standards, keeping your business manicured and pristine. When your needs are urgent, there is no time to wait. You need a fast-effective response to minimize damage and liabilities. Florida Commercial Care will be ready to do whatever it takes to resolve the issue; our staff is never more than a phone call away. Whether you are starting with a new facility or upgrading an existing property, you can depend on us to help you optimize management costs of your landscaping and exterior property needs. We take the time to discuss ideas, budgetary costs, and any items necessary to turn your vision into reality.



Florida Commercial Care

Our Business is to make your business look beautiful.



What General Maintenance Means for You:

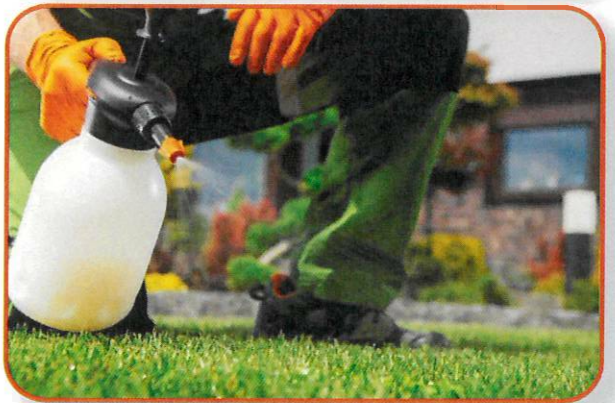
Lawn and Detail:

- Mowing of turfed areas
- Edging around curbs
- Weed Eating in beds
- Trimming bushes and hedges
- Blowing and removing clippings and debris

Treatments and Fertilization:

We have licensed professionals specialized in weed treatments and fertilizing of landscaping.

- Pre-emergent Herbicide
- Post-emergent Herbicide
- Granular and Liquid Fertilization applications
- Custom Blend Applications
- Soil treatments and amendments



Florida Commercial Care

Our Business is to make your business look beautiful.



Property Enhancement Program:

Florida Commercial Care is invested in your properties' future by providing opportunities to bring additional value. Our enhancements division professionals, upon request, can complete an array of all-inclusive services to bring aesthetic appeal to your property.

Services we provide:

- Commercial Plant and Tree Installation
- Sod Installation
- Landscape Design
- Hard and Softscapes
- Mulch Installation and Remediations
- Annual and Perennial Installations
- Hurricane and Emergency Service Calls



Florida Commercial Care

Our Business is to make your business look beautiful.

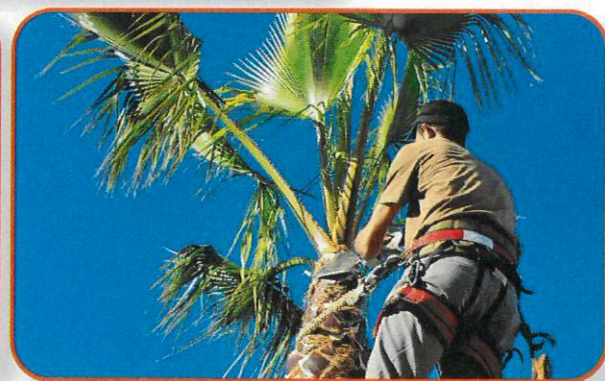


Tree Division:

Florida Commercial Care's tree division is committed to managing and maintaining landscape resources and assets. The tree division is devoted to ensuring your trees are well maintained and continually assessed for unwarranted risks and liabilities while enhancing your properties curb appeal.

Services Offered:

- Tree Pruning, Trimming, and Hurricane Cuts
- Tree Health Management and Treatments
- Tree Removals and Planting
- Tree Safety and Emergency Storm Responses
- Hurricane and Emergency Service Calls



Florida Commercial Care

Our Business is to make your business look beautiful.



Irrigation Department:

Irrigation Maintenance and Improvements:

With our highly experienced technicians, Florida Commercial Care provides a complete solution for your irrigations system. We maintain and install irrigation systems for all commercial applications. By offering monthly Irrigation System Evaluations, program analysis and adjustments, our team of experienced technicians can provide reliable, money-saving solutions.

Services Offered:

- New and existing irrigation system designs, installations, and repairs
- Basic and Complex Systems Additions and Repairs
- Conventional and 2-Wire Installation and Repairs
- System Diagnostics and Repairs
- Well Diagnostic, Installations, and Repairs
- Pump Evaluations, Installations, and Repairs
- Water Conservation and Guideline Restrictions
- Rapid Emergency Response Times, 24/7



Florida Commercial Care

Our Business is to make your business look beautiful.



Facilities Maintenance Program:

What it is:

Florida Commercial Care revolutionized the products and services offered as an industry leader in landscape services by tailoring our operations and services to the needs of our clients. We provide complete solutions for all commercial property needs as a “One Stop Shop”. Our Mobile Maintenance Program offers our clients several customary services to maintain the overall appearance of your property. A qualified technician is always available to manage your property emergencies 24 hours a day, 7 days a week.

Services Offered:

- [Flexi-Pave Certified Installers](#)
- Pressure Washing
- Bollard and Railing Installations & Repairs
- Curb & Concrete Repairs
- Pothole Repairs
- Interior and Exterior Touch Up Painting
- Ceiling Tile Repairs
- Traffic Signs, Installations, and Repairs
- Parking Lot & ADA Striping and Paving
- Bulk Trash Removals
- Drainage Repairs
- Lock Changes, Installations, & Adjustments
- And More



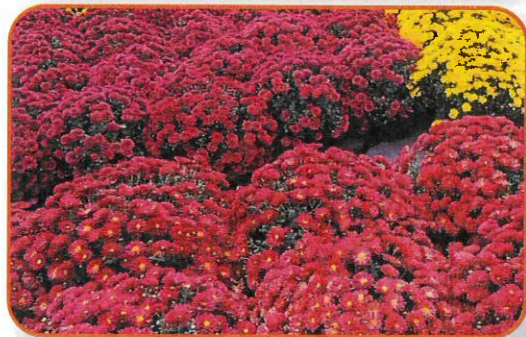
Florida Commercial Care

Our Business is to make your business look beautiful.



Our Plan of Action:

- Onsite meeting with the Property Manager and/or respective representative to illustrate our plan of action.
- Landscape professionals' complete property benchmarking identifying any potential and/or current landscaping concerns.
- Irrigation technicians' complete irrigation benchmarking, log all stations, and map out their locations.
- Evaluate any problems and report them to the Property Manager.
- Establish a systematic schedule for lawn Maintenance, Detail, Spray, and Irrigation for efficiency.
- Plan of action to resolve immediate problems around the property.
- Conduct PH soil samples to ensure optimal fertilization products for property conditions and applications.
- Fertilizing weak plant materials (shrubs, bushes, turf, etc.).
- Implement and complete preventative and proactive fertilization applications.
- Complete initial plan of action phase and determine opportunities for continued improvement or enhancements.
- Continually monitor and/or adjust services rendered for optimum quality of services.

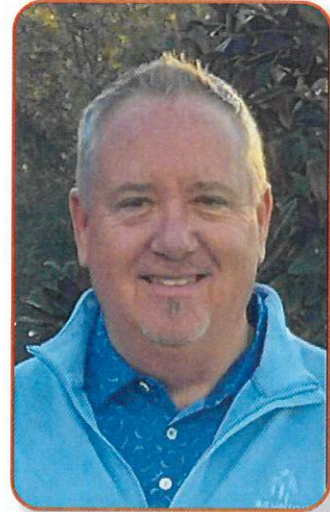




A Message From Our CEO

"For over three decades I have never said no to a client – no matter the time of day, no matter the amount of work, no matter what was required to accomplish the task. My company has always accommodated our clients.

I treat relationships with our clients as sacred. My staff and I enjoy knowing each of our customers individually and believe these attributes will lead to our continued success. Our professional growth is based off these strong customer relationships.



Pride is taken in our ability to offer more than other landscape companies. Florida Commercial Care is set apart from other companies by its continued development of the human side of our business and a total commitment to financial affordability.

No matter what the question, problem, or situation I offer you my personal promise to be here for you. Florida Commercial Care is dedicated to resolving any issue and make sure that you can always count on us for all your landscaping and property management services."

A stylized, handwritten signature in black ink, appearing to read 'Stephen McDowell'.

Stephen McDowell

President and Founder

Florida Commercial Care

Our Business is to make your business look beautiful.



Our Locations:

Main Office:

6636 Rowan Rd
New Port Richey, FL 34653

Kissimmee Branch:

1215 Armstrong Blvd
Kissimmee, FL 34741

Lakeland Branch:

2358 Old Combee Rd
Lakeland, FL 33805

Ft. Myers Branch:

2634 NE Ninth Ave Unit #23-24
Cape Coral, FL 33909

Tarpon Springs:

1508 Grand Blvd
Holiday, FL 34690

Reunion:

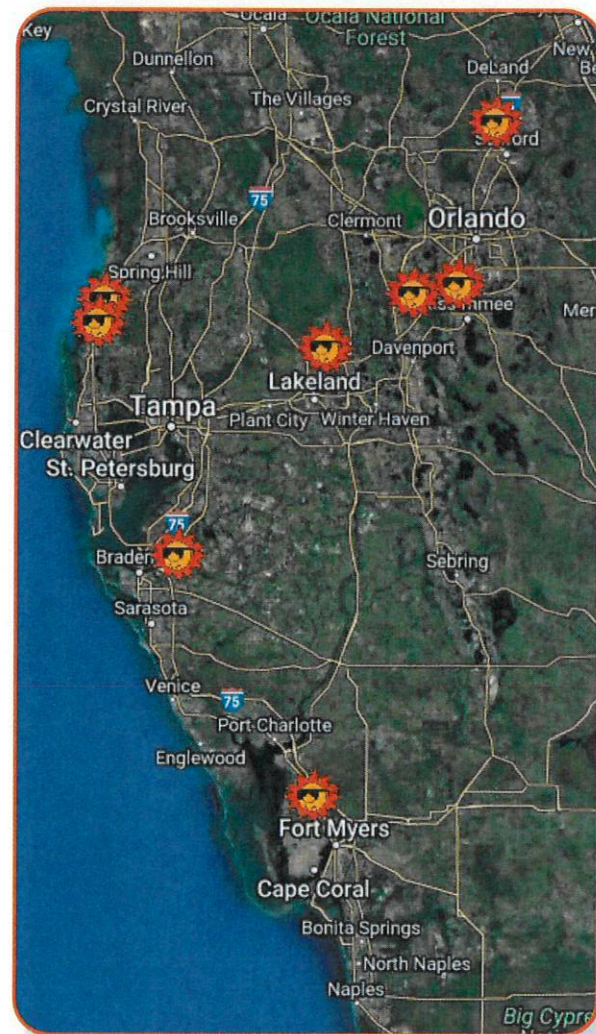
700 Tradition Blvd
Kissimmee, FL 34747

Bradenton:

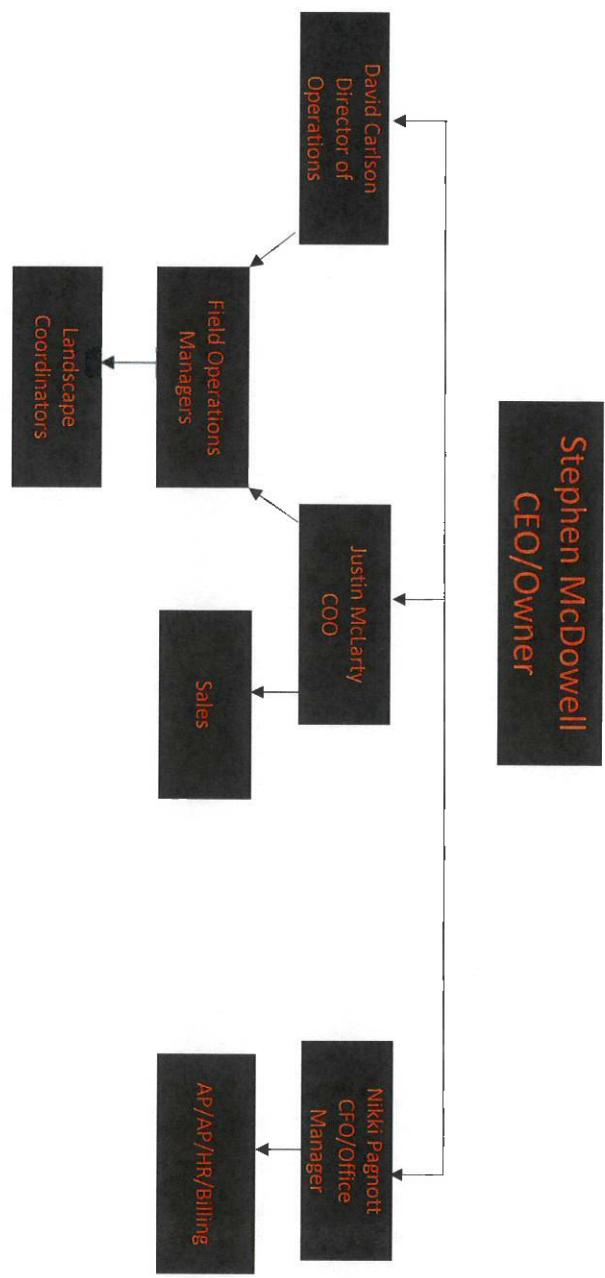
4224 Solutions Ln
Bradenton, FL 34211

Sanford:

430 Gordon St.
Sanford, FL 32771



Employee Count:		Offices:	
22	Kissimmee	1215 Armstrong Blvd. Kissimmee, FL 34741	
21	Hudson	14807 & 14813 US Hwy 19 Hudson, FL 34667	
25	Lakeland	2352 Old Combee Rd. Unit 101&103 Lakeland, FL 33805	
28	Ft. Myers	16051 Pinto Rd. North Ft. Myers, FL 33903	
26	Tarpon Springs	1508 Grand Blvd. Holiday, FL 34690	
29	Reunion	700 Tradition Blvd. Kissimmee, FL 34747	
21	Corporate	2533 Permit Place New Port Richey, FL 34655	
18	Tampa	7304 Causeway Blvd. #4 Tampa, FL 33619	
19	Sanford	3806 Caboose Place. Sanford, FL 32771	
27	Plant City	5119 Knights Station Rd. Lakeland, FL 34655	



Justin McLarty

OBJECTIVE

HARD-WORKING
VETERAN SEEKING
EMPLOYMENT
WITHIN AN
ORGANIZATION, IN
WHICH I CAN USE
MY EXPERIENCE
AND EDUCATION TO
SURPASS COMPANY
GOALS AND
OBJECTIVES.

SKILLS

Communication
Problem-solving
Critical thinking
Time management
Lesson planning
Leadership
Creative writing

PHONE

727.534.0288

EMAIL

justinynmclarty@gmail.com

EXPERIENCE

2019-2021

Maintenance Branch Manager

2018

School Safety Guard

2012-2017

United States Air Force Honorable Discharge

2015-2017

Law Enforcement Investigator

EDUCATION

- o Pasco-Hernando State College- Bachelor's Degree in Business Administration
- o Community College of the Air Force- Associates Degree in Criminal Justice
- o U.S. Air Force Law Enforcement Academy

COMMUNICATION

Implement standard operating procedures for uniformity, benchmarking and production. Educate on-site crews with hands on training to bolster developing skills, resulting in quality execution of projects.

LEADERSHIP

Coach and mentor all employees utilizing efficient and practical problem solving and critical thinking. Manage day to day operations and processes consisting of creating and generating reports regarding productivity of teams and individuals.

REFERENCES

Available upon request.

Kirk Allen

Altamonte Springs, FL 32701
kirkallen24_dyz@indeedemail.com
+14072324820

Professional Summary

Accomplished Operations Manager with 15+ years of experience in horticulture, landscape maintenance, irrigation systems and pest control. Proven ability to drive business growth through relationship development and customer satisfaction. Demonstrated success improving efficiency by hiring and training highly qualified employees and managing large account portfolios.

Authorized to work in the US for any employer

Work Experience

Account Manager / Certified Pest Control Operator

Plant This Outdoor Services-Sanford, FL
March 2024 to Present

- Generate enhancement sales through client interaction and communication
- The enhancement territory covers from the Orlando Area to the Tampa Bay Area
- Monitor the work performance of landscape maintenance personnel
- Manage enhancement installation and tree work completion
- Manage the work performance of irrigation and pest management subcontractors
- Client relationship and Client retention is paramount in the success of the company
- Maintain annual territory revenue of \$1.5M and drive YoY expansion of 18%

Operations Manager

Lewis Property Services-Orlando, FL
May 2022 to October 2023

- Manage 3 landscape maintenance routes including 1 Irrigation and 1 horticulture technicians
- Increase book of business by 3% each month through business development activities including relationship management and account management with retail properties and apartments
- Coach and mentor 40 crew members on work performance, efficiency, and customer engagement
- Reduced incidents of injury by 100% within 3 months by implementing safety guidelines and new policies and procedures

Irrigation/Horticulture Manager

Servello and Son Management Company, LLC-DeBary, FL
October 2021 to May 2022

- Met sales goals of \$15,000 per month by leading 6 Irrigation and 3 Lawn/Ornamental Technicians to complete work and field inspections
- Boosted customer satisfaction by 99% through consistent communications with clients and managers as well as quick resolution of issues
- Improved employee retention by 90% through training and recruitment of highly qualified personnel

Account Manager

Carol King Landscape Maintenance, Inc.-Orlando, FL
October 2019 to October 2021

- Oversaw 21 team members charged with managing 7 landscape maintenance routes
- Inspected 184 maintenance accounts per month and ensured quality and company compliance
- Instrumental in delivering \$10M in annual revenue by scouting for new accounts, planning landscape enhancements, and ensuring a trained staff

Horticulture Manager/Account Manager

Millennium Grounds and Waters-Winter Garden, FL
September 2016 to October 2019

- Managed a \$2.5 million portfolio of accounts and ensured quality and company compliance through daily management of lawn care, technicians, and landscape maintenance accounts
- Key contributor in positioning the company for acquisition in 2019 by building up long-term accounts and managing expenses
- Led employee education programs and ensured safety guidelines across 40 employees

Chemical Manager/Account Manager

Carol King Landscape Maintenance, Inc.-Orlando, FL
April 2015 to September 2016

- Ensured multimillion-dollar sales revenue through business development and management of 3 horticulture technicians tasked with chemical applications.
- Improved efficiency of daily maintenance operations by designing routes across a 100 mile radius
- Elevated client satisfaction through effective communications and ensuring quality work

Operations Manager

Servello and Son, Inc.-Orlando, FL
February 2013 to April 2015

- Led 58 employees including 4 field supervisors, 46 maintenance workers, and 12 support service employees to manage a large book of business that included 32 commercial accounts
- Maintained annual regional revenue of \$3M and drove YoY expansion of 12%
- Improved safety across the team by developing policies and procedures and leading training on protocols and OSHA standards

Service and Sales Manager

Lawnworx, Inc. / ProScape, Inc.

Service and Sales Manager

Falcon Lawn & Pest Control

Operations Manager

Servello and Son, Inc.

Vice President

Mastergreen Lawn Care

Education

Associate of Science in Landscape Technology

Florida Gateway College - Gateway, FL

Skills

- Team Leadership
- Operations Management
- Business Development
- Horticulture
- Lawn Maintenance
- Irrigation Systems
- Account Management
- Customer Satisfaction
- Profitability
- Budgeting
- Fleet Management
- Safety Compliance
- Customer service
- Human resources
- Recruiting
- Sales
- Horticulture
- Leadership
- Sales management
- Relationship management
- Expense management
- Account management
- Business development
- Mentoring
- Portfolio management
- Budgeting
- Operations management
- Customer retention
- Outdoor work
- Crew management
- Irrigation
- Microsoft Excel
- Landscaping
- Microsoft Word
- Spanish
- English
- Supervising experience
- Team management

DAVID CARLSON

Landscape Director

PROFILE

Strong aptitude for leading teams, resolving problems and developing strategies to increase company profitability. My success is highlighted by consistently exceeding performance goals and delivering outstanding customer service.

CONTACT

PHONE:
904-327-3371

PROFESSIONAL SUMMARY

Oversee the daily operations of landscaping teams to ensure performance is aligned with company values and standards. Vast knowledge of species plants, growing of plants, irrigation, arbor and pest/fertilization.

WORK EXPERIENCE

Nursery Worker- Horticulture 1995-2001

Plant nursery professional who nurtured growing plants, trees and shrubs. Transplant and grow various products within the nursery. Provide guidance and educate customers of plant, shrub and tree care.

Residential Lawn Care- Owner 2001-2004

Provide mowing, trimming, and lawn blowing services to residential homeowners. Maintain lawn care services at each individual consumer's home.

Commercial Lawn Care 2004-2018

Lead large full scale commercial landscaping business including mowing, edging, trimming, fertilizer, irrigation and design. Manage schedule and arrange crew work on a daily basis. Review project activities, work equipment, and train new staff.

SKILLS

Landscaping Plans
Ground Maintenance
Safety and Compliance
Arborist
Irrigation
Fertilization
Pest Control
Budgeting



It is with immense pleasure that we welcome you to the Florida Commercial Care family. We believe that our service and maintenance will make your property stand out. From our experience and knowledge, we will evaluate each property thoroughly. Florida Commercial Care relies on collaboration to discuss our clients preferred ideas of property maintenance.

To provide the best guidance, below is a list of contacts to better support your needs.

Justin McLarty, Chief Operating Officer
Cell: (727) 534-0288
Email: jmclarty@floridacommercialcare.com

Irrigation:
Clair Cunningham Director of Irrigation
Cell: 407-301-8178
Email: ccunningham@floridacommercialcare.com

Maintenance:
Andrew Levine Director of Maintenance
Cell: 727-709-5251
Email: alevine@floridacommercialcare.com

Landscaping:
David Carlson, Director of Central Florida
Cell: 904-327-3371
Email: dcarlson@floridacommercialcare.com

Israel Vega, Southwest Branch Manager
Cell: 941-448-3763
Email: ivega@floridacommercialcare.com

Austin Wells, West Coast Branch Manager (Pasco, Pinellas, Hernando, Manatee, Sarasota)
Cell: 813-708-2533
Email: awells@floridacommercialcare.com

Floyd Wyatt, West Coast Branch Manager (Hillsborough and Polk)
Cell: 727-484-2295
Email: fwyatt@floridacommercialcare.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

FLORIDA COMMERCIAL CARE, INC.

Filing Information

Document Number	P01000035562
FEI/EIN Number	59-3710790
Date Filed	04/04/2001
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/04/2006
Event Effective Date	NONE

Principal Address

2533 Permit PI
New Port Richey, FL 34655

Changed: 04/02/2026

Mailing Address

2533 Permit PI
New Port Richey, FL 34655

Changed: 04/02/2026

Registered Agent Name & Address

MCDOWELL, STEPHEN M
2533 Permit Place
New Port Richey, FL 34655

Name Changed: 02/07/2008

Address Changed: 04/03/2026

Officer/Director Detail

Name & Address

Title P

MCDOWELL, STEPHEN MP
 1215 ARMSTRONG BLVD
 KISSIMMEE, FL 34741

Title T

MCDOWELL, STEPHEN
 1215 ARMSTRONG BLVD
 KISSIMMEE, FL 34741

Annual Reports

Report Year	Filed Date
2024	02/15/2024
2025	04/09/2025
2026	04/03/2026

Document Images

04/03/2026 -- ANNUAL REPORT	View image in PDF format
04/09/2025 -- ANNUAL REPORT	View image in PDF format
02/15/2024 -- ANNUAL REPORT	View image in PDF format
03/24/2023 -- ANNUAL REPORT	View image in PDF format
02/15/2022 -- ANNUAL REPORT	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
06/09/2020 -- ANNUAL REPORT	View image in PDF format
04/03/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- ANNUAL REPORT	View image in PDF format
05/01/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
04/14/2015 -- ANNUAL REPORT	View image in PDF format
04/17/2014 -- ANNUAL REPORT	View image in PDF format
03/08/2013 -- ANNUAL REPORT	View image in PDF format
04/16/2012 -- ANNUAL REPORT	View image in PDF format
04/13/2011 -- ANNUAL REPORT	View image in PDF format
09/22/2010 -- ANNUAL REPORT	View image in PDF format
06/11/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
03/25/2009 -- ANNUAL REPORT	View image in PDF format
02/07/2008 -- ANNUAL REPORT	View image in PDF format
03/30/2007 -- ANNUAL REPORT	View image in PDF format
10/04/2006 -- REINSTATEMENT	View image in PDF format
04/26/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
03/31/2003 -- ANNUAL REPORT	View image in PDF format
12/09/2002 -- REINSTATEMENT	View image in PDF format
04/04/2001 -- Domestic Profit	View image in PDF format



SERVICE OFFERINGS

MOWING

Mowing of all turf areas weekly in the summer months and bi-weekly in the winter months, as weather permits.

EDGING

The edge of all paved areas is completed each visit to maintain a clean appearance.

LINE TRIMMING

Line trimming will be performed around posts, etc. as needed, trimming around obstacles within finished turf areas will be completed during each mowing visit

WEEDING

Weeding of all plant bed areas as often as necessary to maintain order.

FERTILIZATION

Fertilizers will be applied as needed to maintain a green healthy appearance.

PRUNING AND TRIMMING

Pruning and Trimming will be completed as needed throughout the property. .

BLOWING

Cleaning or blowing of all walkways, driveways, sidewalks, drive through and other paved areas littered in the lawn maintenance process, to maintain a clean appearance.

TRASH REMOVAL

All debris and or litter (paper, trash, bottles, etc.) shall be removed from the turf areas and shrub beds prior to mowing, so as not to shred and scatter any matter.

DEBRIS REMOVAL

All landscaped areas shall be inspected on days of service and litter shall be removed. Landscape debris generated from our work will be cleaned from paved areas on days of service.



MOBILE MAINTENANCE

Florida Commercial Care Inc. offers a Mobile Maintenance Program to our clients for several customary services to maintain the overall appearance of your property.

IRRIGATION

Once per month the system will be inspected to ensure proper operation. Irrigation Maintenance Inspection Service Specifications. On a monthly basis Florida Commercial Care's Irrigation team will visit the property to conduct an Irrigation Maintenance Inspection.

City of Kissimmee

101 Church Street
Suite 120
Kissimmee, Florida 34741
407.518.2379

PROFESSIONAL LICENSE CERTIFICATE

Issued To: STEPHEN MCDOWELL

FLORIDA COMMERCIAL CARE INC.

Mailing Address: 1215 ARMSTRONG BLVD
 KISSIMMEE, FL 34741

License Number: R-09343

License Type: Registration

Issued Date: 11/14/2024

Classification: Subcontractor

Expiration Date: 9/30/2025

Fees Paid: \$19.00



(Juan F. Hernandez) Building Official



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Consumer Services

AGRICULTURAL PRODUCTS DEALER BOND

Section 604.20, Florida Statutes
Rule 6J-25.009, Florida Administrative Code
Phone (850) 617-7150; Fax (850) 410-3804

STATE OF FL BOND NO. W150329342

COUNTY OF Osceola

KNOW ALL MEN BY THESE PRESENTS:

That we, Florida Commercial Care, Inc. of 1215 Armstrong Blvd, Kissimmee, FL 34741, as principal
(See instructions on back)
and Old Republic Surety Company of 18500 W Corporate Dr, Ste 170, Brookfield, WI 53045, as Surety,
(Name of Surety Company) (Home Office Address)
are held and firmly bound unto the COMMISSIONER OF AGRICULTURE OF THE STATE OF FLORIDA for the use and benefit of
every person establishing legal rights hereunder, in the full and just sum of
One Hundred Thousand Dollars and Zero Cents Dollars, (\$ 100,000.00), to the payment of which well and truly
to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Whereas by Sections 604.15-604.34, Florida Statutes, dealers in agricultural products are required to obtain a license from the
Commissioner of Agriculture of the state of Florida and to give bond in such form and amount as shall be approved by the Commissioner,
conditioned upon a full compliance with the provisions of the said statutes as amended.

NOW THEREFORE, the condition of this obligation is such that if the above-named principal shall faithfully and truly account for
and make payment to producers, their agents or representatives, and/or other licensed agricultural dealers, for all agricultural products
bought from or handled or sold for such producers, their agents or representatives, and/or bought from other licensed agricultural dealers as
required by Sections 604.15-604.34, Florida Statutes, then this obligation to be void, otherwise to remain in full force and effect.

The aggregate accumulated liability under this bond shall in no event exceed the penal sum named herein, for any and all claims
which may accrue during the term hereof.

The inception of this bond begins with October 4th, 20 24, and this bond continues in effect for one year.

The surety may withdraw from this bond by giving thirty (30) days written notice by certified mail to the Commissioner of
Agriculture of the State of Florida, provided such withdrawal shall not release any liability existing hereunder at the time of the effective
date of said withdrawal.

Signed, sealed and dated this 2nd day of July, 20 24.
(Insert actual date of execution)

(Please read instructions for execution on reverse side)

Florida Commercial Care, Inc. (Seal)
Principal

By: [Signature]
(Owner, Partner or Corporate Officer)

Old Republic Surety Company (Seal)
Surety

By: [Signature]
(Attorney-In-Fact) Anna Solomko



Insurance Agency: BROWN & BROWN INS SERVICES INC

Agent Name: Michael E Gorham

Address: PO BOX 5727

City: FORT LAUDERDALE State: FL Zip: 33310

Telephone: (954) 776-2222

Attach Power of Attorney for the person executing this bond
for the surety.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute an appoint:

Anne Spornko of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guaranties of installment paper and not guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 10/04/2024

Bond Number: W150329342 Bond Amount: One Hundred Thousand Dollars \$ 100,000.00

Principal Name: Florida Commercial Care, Inc.
Obligee Name: FL Dept of Agriculture & Consumer Services - Bureau of Licenses, Florida

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER** that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of July, 2024.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of July, 2024, personally come before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2026

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0923951



Signed and sealed at the City of Brookfield, WI this 2nd day of July, 2024.

Karen J. Haffner
Assistant Secretary

CRSC 22282 (2-06)

BROWN & BROWN INS SERVICES INC

BUSINESS TAX RECEIPT

City of Kissimmee
Development Service
101 Church Street
Suite 12
Kissimmee, Florida 3474

BUSINESS NAME: FLORIDA COMMERCIAL CARE INC.

Business Type(s): Subcontractor Office

DBA:

BUSINESS OWNER: STEPHEN MCDOWELL

BUSINESS LOCATION: 1215 ARMSTRONG BLVD
KISSIMMEE, FL 34741

Business Tax Receipt No: BL-000700-2024

License Year: 2025

Effective Date: 08/13/2024

Expiration Date: 09/30/2025

LATE PENALTIES: AS OF OCTOBER 1 - 10% AS OF NOVEMBER 1 - 15% AS OF DECEMBER 1 - 20% AS OF JANUARY 1 - 25%
OPERATING A BUSINESS WITHOUT A BUSINESS TAX RECEIPT IS SUBJECT TO CIVIL ACTIONS AND A PENALTY OF UP TO \$250.

CONDITIONS OF APPROVAL:



Florida Department of Agriculture and Consumer Services

B1672

CERTIFICATE OF STOCK DEALER REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

WILTON SIMPSON
COMMISSIONER

ISSUED TO:

FLORIDA COMMERCIAL CARE, INC.
MCDOWELL, STEPHEN
6636 ROWAN RD
NEW PORT RICHEY, FL 34653-2940

THIS CERTIFICATE EXPIRES: 09/28/2026

FEE PAID: \$60.00

REGISTRATION NO.: 48001336

DATE ISSUED: 05/16/2025

THIS IS TO CERTIFY that the person or business firm listed hereon has been issued this Stock Dealer's Certificate after having filed with the Division of Plant Industry a signed application giving the source of nursery stock to be sold and has agreed to deal only in nursery stock that has been inspected by a duly authorized inspector of the Division of Plant Industry and accompanied by valid certificate tags and otherwise moved in conformity with the rules and regulations of the Division of Plant Industry.

A handwritten signature in black ink, appearing to read "Wilton Simpson", written over a horizontal line.

WILTON SIMPSON
Commissioner of Agriculture

FDACS-08023 Revised 03/05



Florida Department of Agriculture and Consumer Services

B1672

CERTIFICATE OF STOCK DEALER REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

**WILTON SIMPSON
COMMISSIONER**

ISSUED TO:

**FLORIDA COMMERCIAL CARE, INC.
MCDOWELL, STEPHEN
6636 ROWAN RD
NEW PORT RICHEY, FL 34653-2940**

THIS CERTIFICATE EXPIRES: 09/28/2026

FEE PAID: \$125.00

REGISTRATION NO.: 48001336

DATE ISSUED: 05/16/2025

THIS IS TO CERTIFY that the person or business firm listed hereon has been issued this Stock Dealer's Certificate after having filed with the Division of Plant Industry a signed application giving the source of nursery stock to be sold and has agreed to deal only in nursery stock that has been inspected by a duly authorized inspector of the Division of Plant Industry and accompanied by valid certificate tags and otherwise moved in conformity with the rules and regulations of the Division of Plant Industry.

**WILTON SIMPSON
Commissioner of Agriculture**

FDACS-08023 Revised 03/05

Florida Department of Agriculture and Consumer Services



WILTON SIMPSON
COMMISSIONER

CERTIFICATE OF STOCK DEALER REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

ISSUED TO:

FLORIDA COMMERCIAL CARE, INC.
FLORIDA COMMERCIAL CARE, INC.
1215 ARMSTRONG BLVD
KISSIMEE, FL 34741-4606

THIS CERTIFICATE EXPIRES: 09/28/2026

FEE PAID: \$50.00

REGISTRATION NO.: 48001336-85608

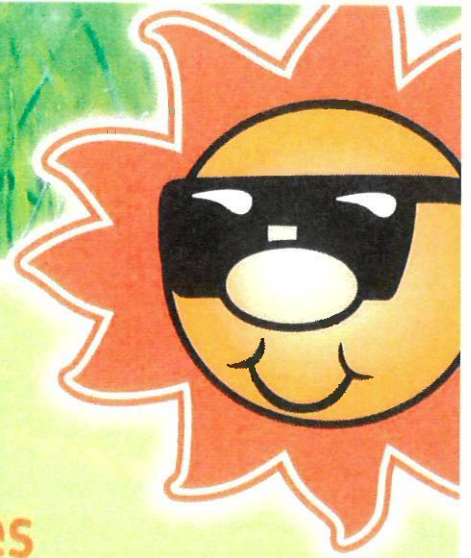
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WILTON SIMPSON
Commissioner of Agriculture

FDACS-08023 Revised 03/05

**Our Business Is
Keeping Your Business
Beautiful!**



Irrigation Services

With our highly experienced technicians, Florida Commercial Care provides a complete solution for your irrigation system. By offering monthly irrigation system evaluations, program analysis and adjustments, our team of experienced technicians can provide reliable, money-saving solutions for peace of mind.

- * Well Repairs
- * Diagnostics
- * 2-Wire Experts
- * Conventional Wiring Experts
- * Renovation Design & Installation
- * New System Design & Installation
- * Complex Repairs
- * Electronic & Hydraulic Valve Repair & Replacement
- * Filter System Installation
- * Basic to Complex Adjustments & Upgrades

**We maintain and install irrigation systems for all commercial applications.
Efficient watering practices utilizing the latest technology in drip line, micro, spray, rotor, and bubbler irrigation.**

Quotes & Designs Available Upon Request



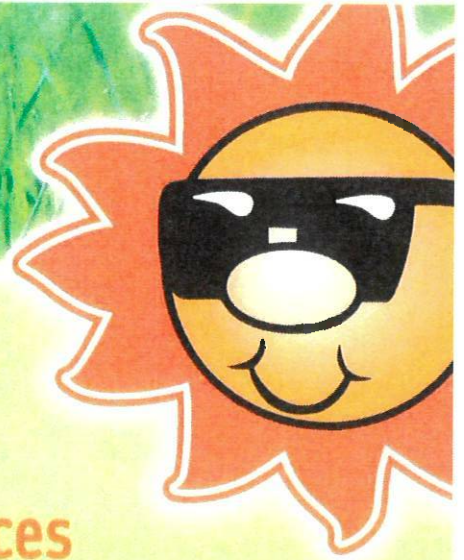
FLORIDA COMMERCIAL CARE, INC.

Professional Landscaping and Property Maintenance

877-565-3570

www.FloridaCommercialCare.com

Whatever Your Property
Maintenance Needs Are
We Can Help



Maintenance Services

Florida Commercial Care, Inc., an industry leader in landscape services, provides complete solutions for all your shopping center needs. Our **Mobile Maintenance Program** offers our clients several customary services to maintain the overall appearance of their shopping centers. A qualified technician is always available to manage your emergencies 24 hours a day, 7 days a week. Florida Commercial Care offers a multitude of services to keep your centers in Grade A condition.

General Handyman Repairs

- * Paint Touch-up
- * Caulking
- * Drywall Repairs
- * Curb & Concrete Repairs
- * Ceiling Tile Repairs
- * Monthly Filter Changes
- * Lightbulb Replacements
- * Receptacle & Switch Replacement
- * Banner / Sign Installation

General Services

- * Bulk Trash Removal
- * Move Out Services
- * Interior & Exterior Painting
- * Minor Build-Outs

Drainage Solutions

- * French Drain
- * Kelly Wells
- * Diversion Drains
- * Drain Collection Boxes

Pressure Washing Services

- * Utilizing a 3,000 psi Mobile Unit with Hot & Cold Water Services
- * Portable 4,000 psi Unit for Hard, Smaller Jobs
- * Aerial Lift Capability
- * Sidewalk Attachments for Walkways
- * Sidewalks & Curbing
- * Barrel Tiles
- * Walls & Roofs
- * Enclosures

Minor Plumbing Repairs

- * Toilet Replacement
- * Flush Valve Repairs
- * Backup Services
- * Cleaning of Overflows
- * Backflow Replacement

Preventative Services

- * Parking Lot Surveys
- * Lighting Inspections
- * Parking Light Timer Adjustments
- * Window Washing
- * Lock Changes
- * Lockbox Installation & Adjustment

Parking Lot Services

- * Sweeping & Portering
- * Asphalt Repairs
- * Sealing & Striping
- * Sign Replacements
- * Sign Installations

**24/7 EMERGENCY SERVICE
AVAILABLE**

FLORIDA COMMERCIAL CARE, INC.

Professional Landscaping and Property Maintenance

877-565-3570

www.FloridaCommercialCare.com

EXHIBIT 2

AGENDA



Juniper

DESIGN | BUILD | MAINTAIN

Landscape Maintenance Proposal:

Stoneybrook North CDD

Lee County, Florida

TABLE OF CONTENTS

INTRODUCTION

- Company Service Overview
- Sample Reports/Schedules

PROPOSAL

- Action Plan & Proposal
- Juniper Advance Mapping

OUR SERVICES

- More Than Just Maintenance

QUALIFICATIONS

- Certifications & Licenses

PORTFOLIO

- Juniper Communities

Submitted by:
Angela Girgado
Client Relations Manager
Phone: **239-842-0973**



Dear Audette Bruce:

June 12 2026

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process for **STONEBROOK NORTH CDD**. At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs. Our commitment to quality, dependability, and industry best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

Juniper has been servicing communities throughout Florida for over 20 years and our skilled teams are dedicated to your landscape initiatives.

We would like to offer you Juniper Mapping at no charge. We will fly the property before we begin maintaining it and again each spring and fall on an annual basis for as long as we maintain the property. These flights can be overlaid to show the condition of the landscape with a bird's eye view. Please see additional details as well as a QR code to a YouTube demo video.

We look forward to having the opportunity to work with you and to discuss the enclosed information. If you have any questions, please contact me at 239-842-0973.

Thank you,

Angela Girgado

Client Relations Manager

239-842-0973

Angela.Girgado@JuniperLandscaping.com

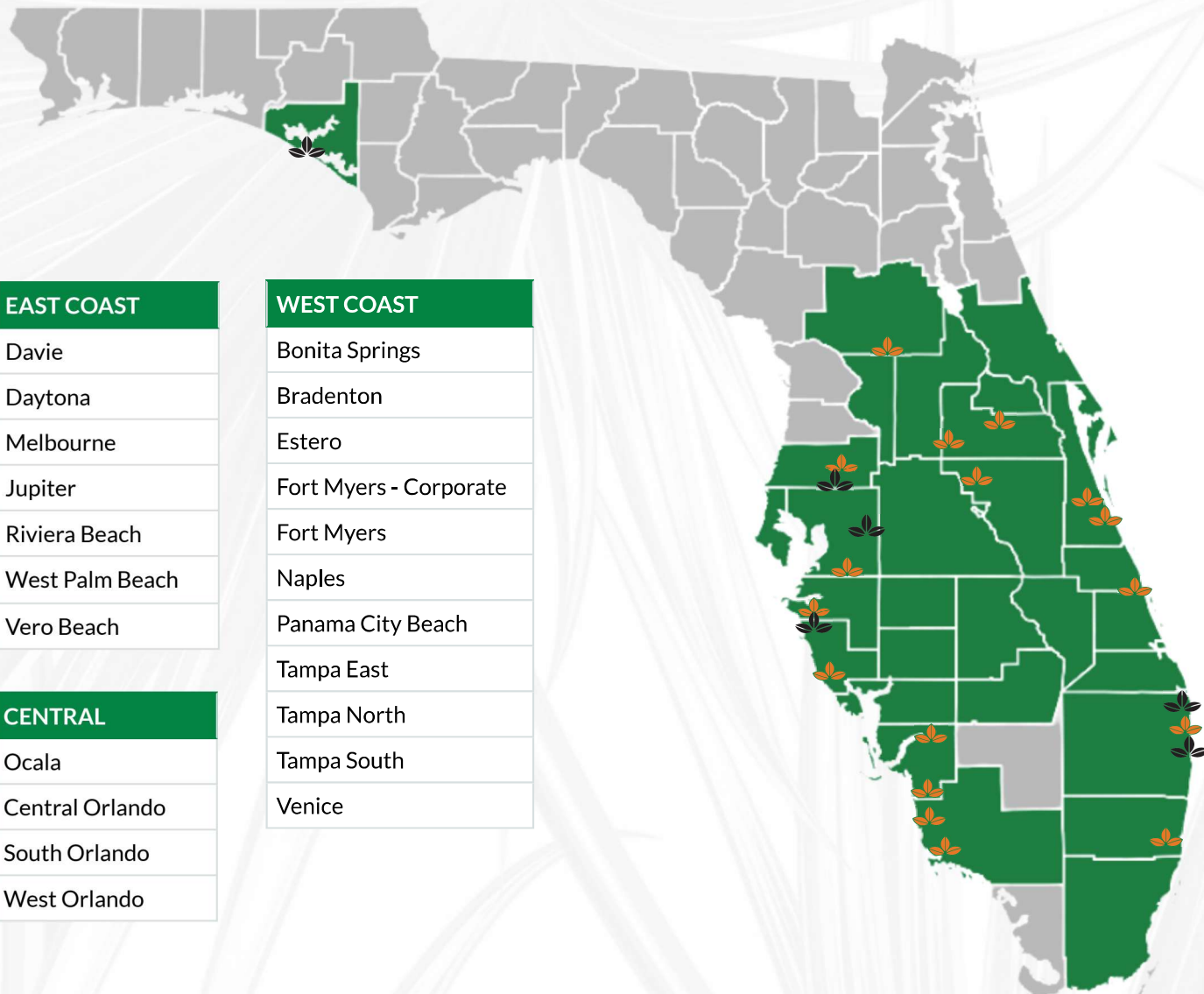
Junipercares.com

[Juniper Landscaping of Florida, LLC](#)

ABOUT US

Your Local Landscape Experts

Juniper is founded in Florida and our entire leadership team lives in-state. Our Juniper team members are experienced professionals familiar with the local landscape palette.



EAST COAST

- Davie
- Daytona
- Melbourne
- Jupiter
- Riviera Beach
- West Palm Beach
- Vero Beach

CENTRAL

- Ocala
- Central Orlando
- South Orlando
- West Orlando

WEST COAST

- Bonita Springs
- Bradenton
- Estero
- Fort Myers - Corporate
- Fort Myers
- Naples
- Panama City Beach
- Tampa East
- Tampa North
- Tampa South
- Venice

Local Branches

FORT MYERS

5880 Staley Road, Fort Myers,
FL 33905

FORT MYERS - CORPORATE

4415 Metro Parkway 3rd Floor,
Fort Myers FL 33916

COMPANY OVERVIEW

SERVICES & QUALIFICATIONS



DESIGN



BUILD



MAINTAIN



Resources & Qualifications

- 3,200+ Team Members
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professionals
- FNGLA Certified Landscape Contractors
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



CLIENT TEAM

RESOURCES



OUR CORE VALUES

DESIGN - SUPPORT TEAM

- IA Certified Irrigation Designers
- Landscape Designers
- Landscape Architects

BUILD - SUPPORT TEAM

- State Licensed Irrigation Designers
- Licensed Hunter & Rain Bird Installer
- Certified Landscape Contractors

MAINTAIN - SUPPORT TEAM

- Certified Horticultural Professional
- State Licensed Certified Pest Control Operator
- State Licensed Irrigation Contractor
- ISA Certified Arborists
- In-House Agronomist

- A Sense of Urgency
- A Constant Communicator
- Mission Over Ego
- We Do What We Say
- Relentless
- Grow and Adapt



TURF MANAGEMENT

Our account managers perform regular inspections for lawn damaging insects such as chinch bugs, sod webworms, and grubs. This, combined with our comprehensive irrigation and fertilization program, will keep turf areas thick and healthy.

SHRUB MANAGEMENT

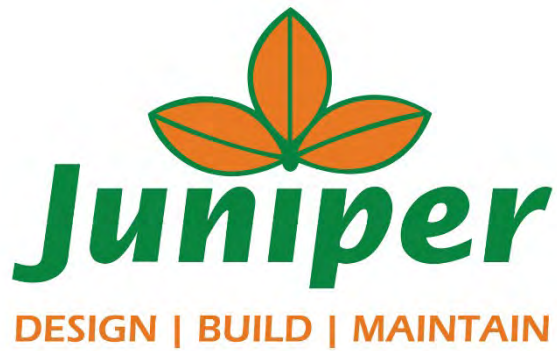
Detailing includes trimming and pruning of all shrubbery, ornamental trees, and groundcover, removal of tree suckers, as well as the defining of bed lines and tree saucers. Our “weed first” approach ensures the spraying of pre and post emergent herbicides and pulling existing weeds is the project foreman’s priority.

FERTILIZATION & PEST CONTROL

Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.

WATER MANAGEMENT

Juniper’s water management team will effectively work to conserve your water supply. Water management is the key to a healthy landscape. By properly monitoring water quality and output, Juniper is able to establish a resilient root system while minimizing disease and pests. This multi-step process requires continuous review from environmental, operational and management teams.



At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs.

Our commitment to quality, dependability, and industry-best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

MEET OUR TEAM

Dedicated to Exceptional Service



Angela Girgado
Client Relations Manager
Fort Myers, FL

As a Client Relationship Manager at Juniper Landscaping, Angela proudly serves communities throughout Southwest Florida by building strong, responsive partnerships with property managers and board members.

With a background in client development and operations, she brings a service-first mindset rooted in clear communication, accountability, and proactive planning. Angela works closely with each community to ensure expectations are aligned, service standards are consistently met, and concerns are addressed promptly and professionally.

She believes in being present, accessible, and solutions-focused. Her goal is not only to maintain beautiful landscapes, but to elevate them—creating long-term partnerships built on trust, transparency, and measurable results.



Kyle Leverette
Regional Director -
Southwest

Kyle Leverette is from North Carolina and graduated from North Carolina State University with a degree in Turf Management. He grew up working on golf courses and doing seasonal jobs with Christmas trees in the fall and cutting timber in wintertime. After graduating with a degree in turfgrass management, Kyle spent 15 years at various golf courses working his way up from an assistant to the head superintendent. He had a brief stint of commercial sod work in Florida before moving back home to North Carolina for golf course construction.

When the economy collapsed in 2008, Kyle furthered his career by changing to landscape maintenance, eventually relocating back to Florida. There, he was involved with the infrastructure of a large local landscape company, working with commercial installation and purchasing. Kyle keeps himself humble despite having many accolades during the past 3 years at Juniper and considers everything as simply part of doing his job.

Kyle currently resides in Cape Coral, which provides him the perfect opportunity to enjoy his favorite pastimes of boating, fishing, and golf.



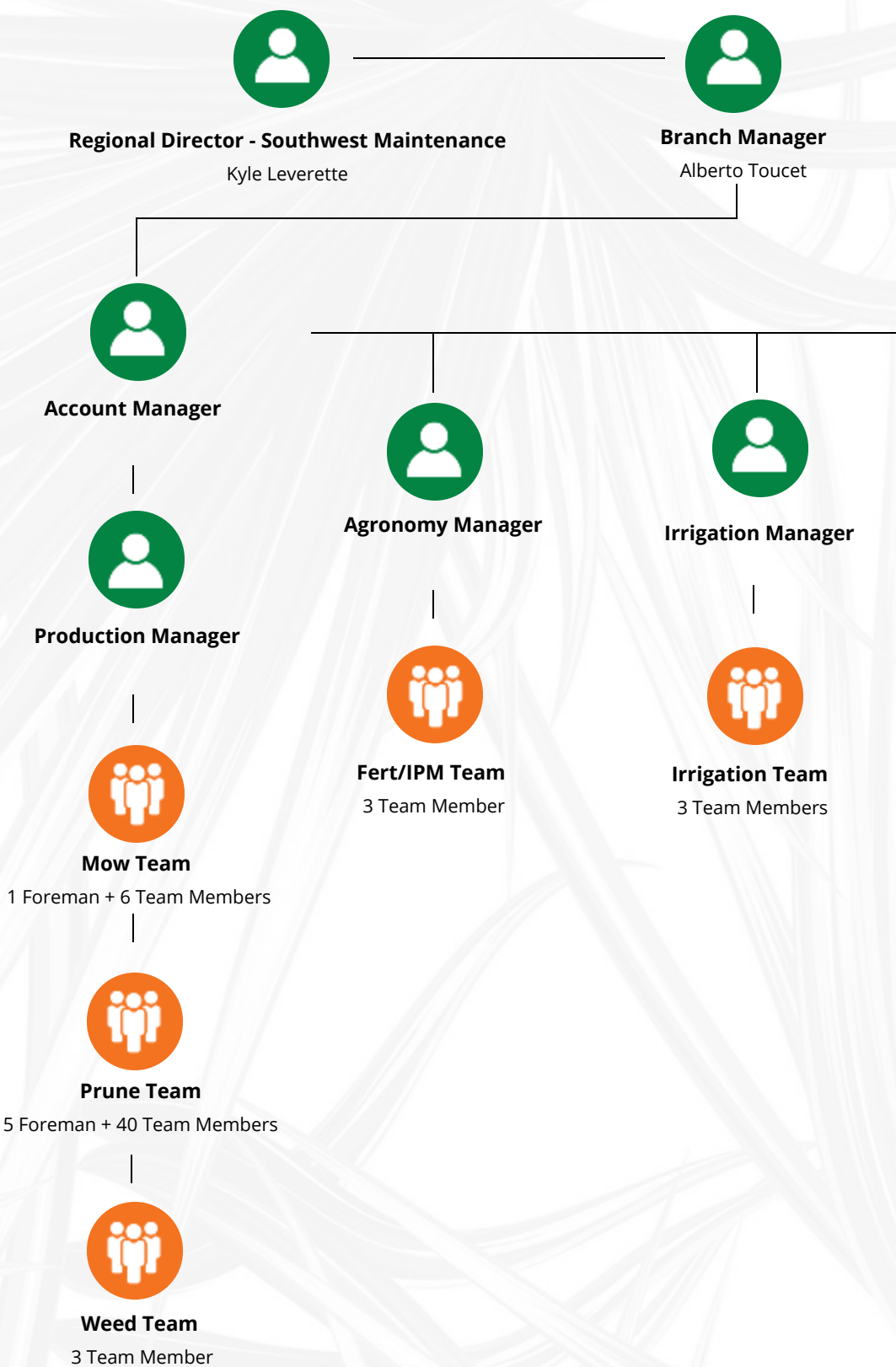
Alberto Toucet
Branch Manager
Fort Myers, FL

Alberto Toucet began his career managing multiple gas stations and convenience stores in Puerto Rico. He also owned and operated a food truck from 1999 to 2013. After transitioning into the landscaping industry, he has spent the past 11 years in various roles, starting as a field employee and working his way up to branch manager.

With 11 years of experience in the landscaping industry, his expertise includes people development and leadership, client relationship management, operational efficiency through lean practices, and beautification with proper maintenance techniques. Alberto specializes in developing talent within his team, helping individuals grow into roles they never thought possible. This has enabled him and his crew members to deliver exceptional client service. Alberto holds an FNGLA Certification and has a strong background in landscape beautification and proper maintenance techniques.

As the branch manager, Alberto currently oversees a \$13 million book of business. He ensures that his team provides top-tier service while building client relationships and team development.

Stoneybrook N CDD



START UP: FIRST 60 DAYS



LANDSCAPE MAINTENANCE

■ DETAILED PROPERTY REPORT

A detailed report with photos will be submitted to the BOD/Manager to provide insight into the areas that can be improved quickly, as well as those that may take additional work. This thorough report will give a point of reference of where the property was at take over and act as a benchmark for future performance.

■ SCHEDULE OF SERVICES MAP

Production team is working on the schedules that will be provided to the HOA.

- Irrigation Wet Check Schedule
- Mowing Schedule
- Shrub Pruning Schedule

■ PROPERTY MOWING TECHNIQUES

Uniformed crews begin proper and corrective mowing techniques using daily sharpened and clean blades, mowing at a proper height for the St. Augustine turf areas.

■ PROPER PRUNING TECHNIQUES

Uniformed crews begin proper and corrective pruning techniques, using clean, sharp shears and loppers.

■ WEED CONTROL

Uniformed crews begin weeding and cleaning of beds, applying herbicides, and correcting bed lines.

START UP: FIRST 60 DAYS



FERTILIZATION AND PEST CONTROL

■ ADDRESS IMMEDIATE ISSUES

Areas with active pest issues will be addressed *immediately*.

■ L&O EVALUATION REPORT

A detailed report which evaluates the property based on the health and vigor of the lawn and landscape will be submitted to the BOD/Manager.

■ SOIL TESTING

Collect soil samples from various locations of the property to send to A&L Labs or to the University of Florida for analysis. This data is the basis of how we will tailor the fertilization program going forward.

■ CORRECTIVE PLAN

Areas with pest, fungus, or weeds will be documented with pictures and a corrective plan will be put in place. Weed varieties or pest issues that cannot be eliminated due to environmental conditions and/or restrictions will also be documented and brought to the BOD/Property Manager's attention.

- Begin treatment of turf/shrub damaging insects
- Begin treatment of turf/shrub disease
- Begin fertilization of turf areas.
- Begin fertilization of shrub bed areas, trees and palms

ANNUAL FLOWER DISPLAY

■ PLAN TO IMPROVE ANNUAL FLOWER DISPLAYS

- Review soil conditions (soil amendments may be needed).
- Provide options based on season.
- Work with landscape committee to develop plan for the entire year so we can look at contract growing flowers.

START UP: FIRST 60 DAYS



INITIAL IRRIGATION INSPECTION

Evaluation of all key elements of the irrigation system with an Initial Irrigation Evaluation Report to be submitted to the BOD/Manager.

Our irrigation team along will inspect all irrigation controllers & review functionality.. We will be looking for faulted communication errors & abnormal milliamp usage which could also cause intermittent communication issues between controllers & valves. Controllers will also be inspected for proper grounding & grounding rods.

FIELD INSPECTIONS

- Inspect for faulty zones.
- Inspect all wire connections.
- Once functioning, inspect zone for functionality & coverage.
- Check if components are still under manufacture warranty.
- All sprinkler heads will have been cleaned or nozzles replaced and adjusted per contract.
- Any immediate changes made during the evaluation per our contract will be noted and reported.
- Increase runtimes for zones that have been showing signs of drought stress.
- Any major repairs that may be needed will be submitted in the form of a proposal.

PROGRAMMING & OPTIMIZATION

- Review all run time programming.
- Review system pressure and typical zone GPM.
- Make suggestions for optimization to improve communication & efficiencies.
- Optimize program run times.
- Begin to identify/label the irrigation zones.

CUSTOMER CARE

ON-SITE MANAGEMENT

People make the difference. We understand that for many residents, speaking in person with a manager is preferable. For this reason, a manager always accompanies Juniper crews & is available on-site for communication & problem-solving.

24/7 EMERGENCY SERVICES

When the unforeseen happens, we will be there when you need us. Call our dedicated number for 24/7 support.

IN-HOUSE CUSTOMER CARE TEAM

We believe that providing great customer service is key providing the best in landscape services. To that end we create department dedicated to supporting residents, account managers & field teams.

To assist owners with maintenance and irrigation concerns, Juniper offers homeowners multiple options:

Option 1:

Visit www.junipercares.com and click on "Community Service Request." Create a ticket by following the simple prompts.

Option 2:

Email customerservice@juniperlandscaping.com, noting the concern.

Option 3:

Call Customer Service at (239) 561-5980 to speak with a representative.



JUNIPER SYNC WORK ORDER SYSTEM

Utilize our online work order system to create & track work orders for your property. Managers & residents can easily create an account to use immediately.

Highlights

- Live Dashboard/ Ticket Summary
- Ticket Aging
- Custom Filters
- Detailed Reporting
- Community Maps
- Knowledge Base
- Give a Gold Star



JUNIPER MAPPING

TECHNOLOGY THAT MAKES A DIFFERENCE!

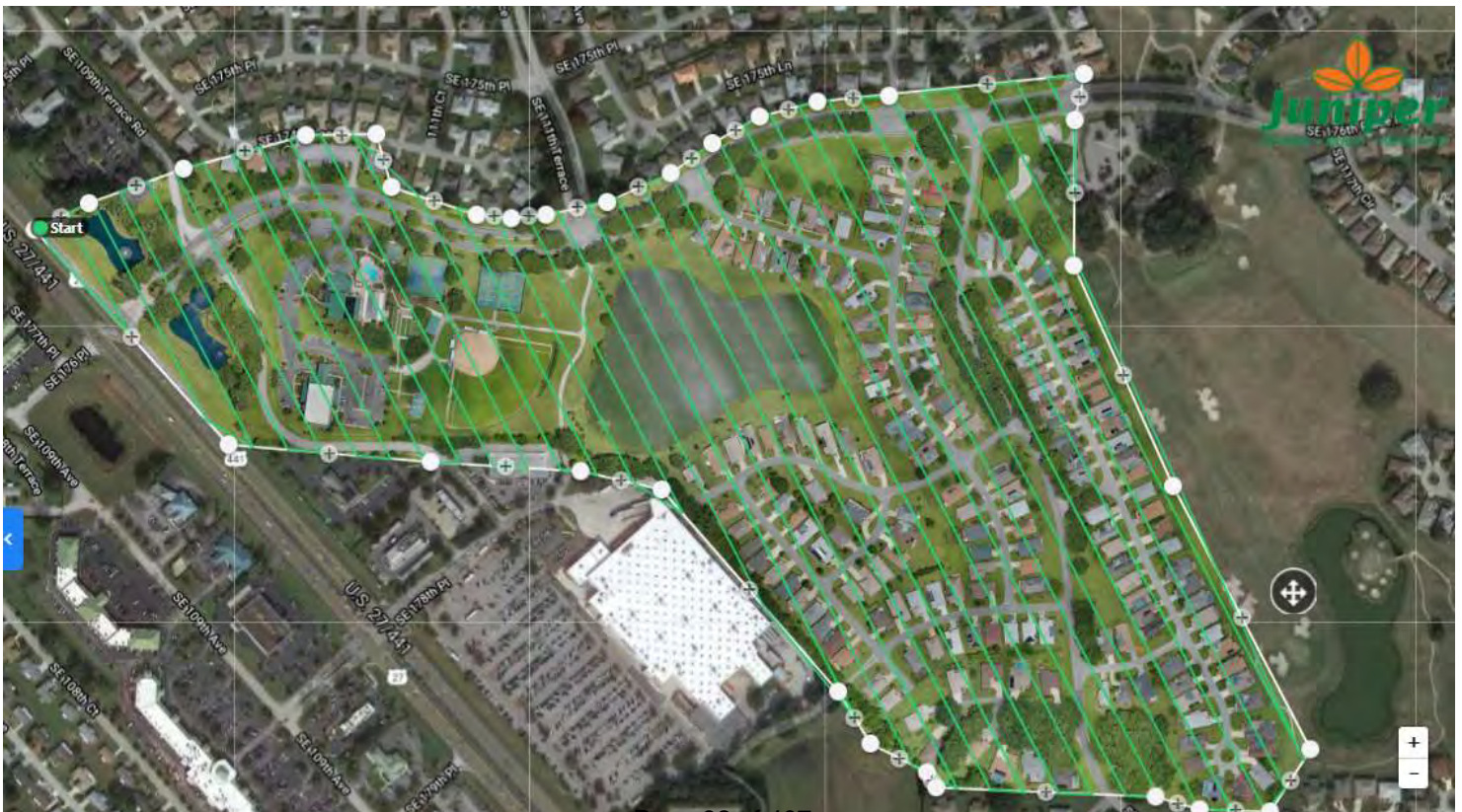
Juniper Mapping uses drone imaging software to create an Orthomosaic image from hundreds and sometimes thousands of high-resolution images. This gives us the ability to evaluate the property at a deeper level, which allows us to provide our clients the following:

- Proactively identify potential issues
- Property specific reporting
 - Plant Health
 - Elevation
 - Annotation
 - Issues
- Documentation of improvement

Full Video
Walkthrough



Scan the QR code with your cellphone for full walkthrough



JUNIPER MAPPING



TRACK IMPROVEMENTS SIDE-BY-SIDE



With Juniper Mapping, you can see the quality improvements to the community landscape side-by-side.



LANDSCAPE MAINTENANCE

JUNIPER HAS BEEN EXCEEDING INDUSTRY STANDARDS IN THE AREA OF QUALITY AND DEPENDABILITY IN FLORIDA SINCE 2001

Our landscape maintenance teams work closely with the irrigation and horticultural teams. This, combined with regular inspections from our dedicated account managers, helps ensure the job quality our clients have come to expect.



LANDSCAPE INSTALLATION

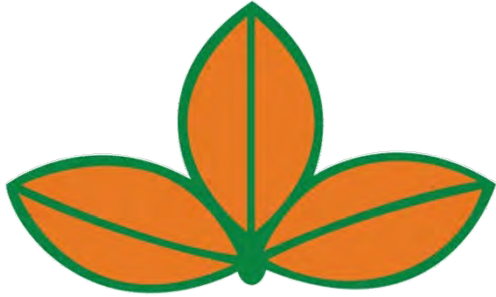
OUR DESIGN & INSTALLATION TEAMS MAKE AN AWARD-WINNING COMBINATION!

Our teams work hard to deliver a quality project on time and on budget.

- Landscape Design Firm of the Year
- Merit Award Design Residential
- Best Landscape Design Custom Home
- Award Best Landscape Design



LANDSCAPE IRRIGATION



STATE LICENSED IRRIGATION CONTRACTOR

What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (state-wide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install, maintain, repair, alter, extend, manage, monitor, audit, or, if not prohibited by law, design irrigation systems.

WATER MANAGEMENT

Our industry experts can help guide you on the most effective way to use your water resources.

- Central control management
- Converting beds to drip irrigation
- E/T weather-based controllers
- Soil moisture sensors
- Pressure regulated components
- High efficiency sprinklers



LANDSCAPE IRRIGATION

Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned in to the property manager for authorization.



MAINTENANCE

- Water Management
- Repairs
- Water Monitoring
- Reporting
- Wet Checks

INSTALLATION

- Infrastructure
- Pump Stations
- Central Control
- Residential
- Commercial

LANDSCAPE HORTICULTURE



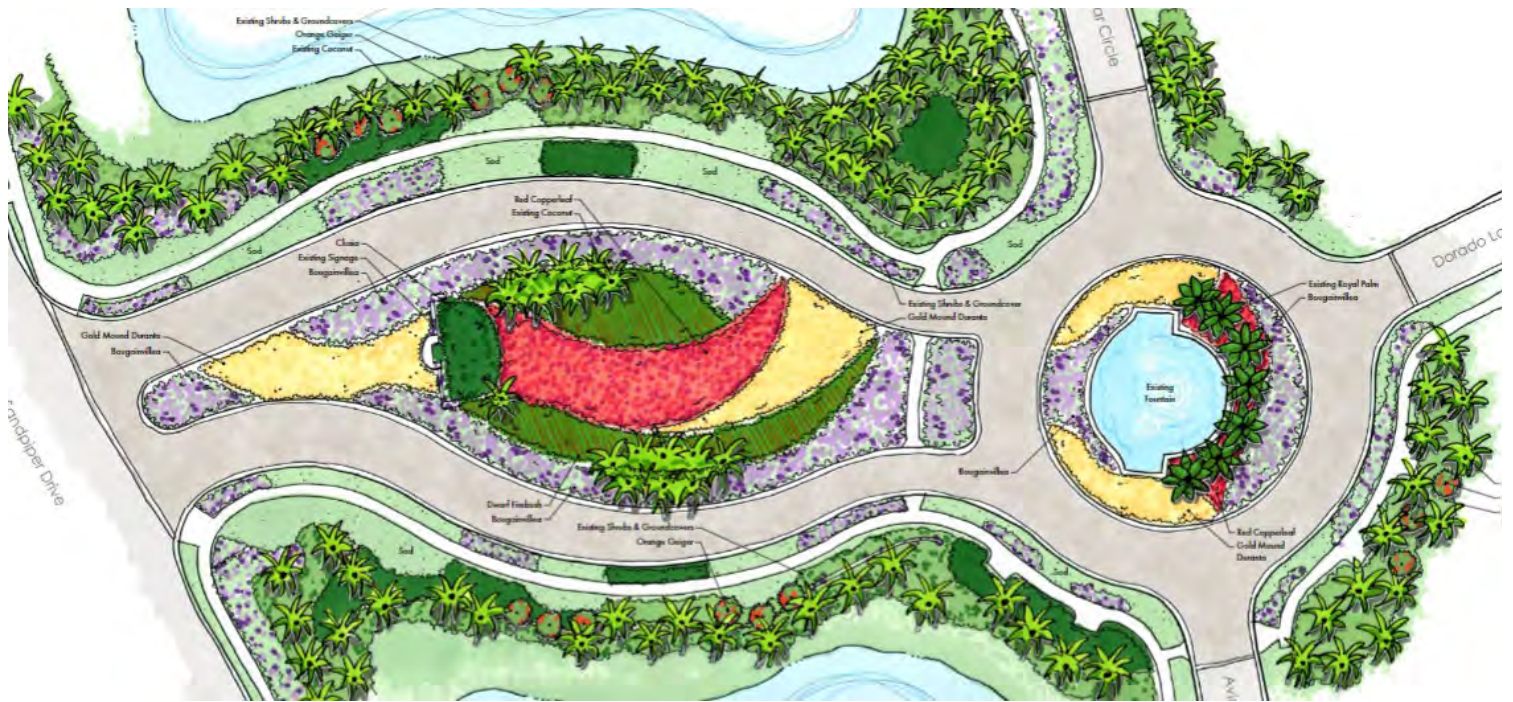
Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.



LANDSCAPE ARCHITECTURE

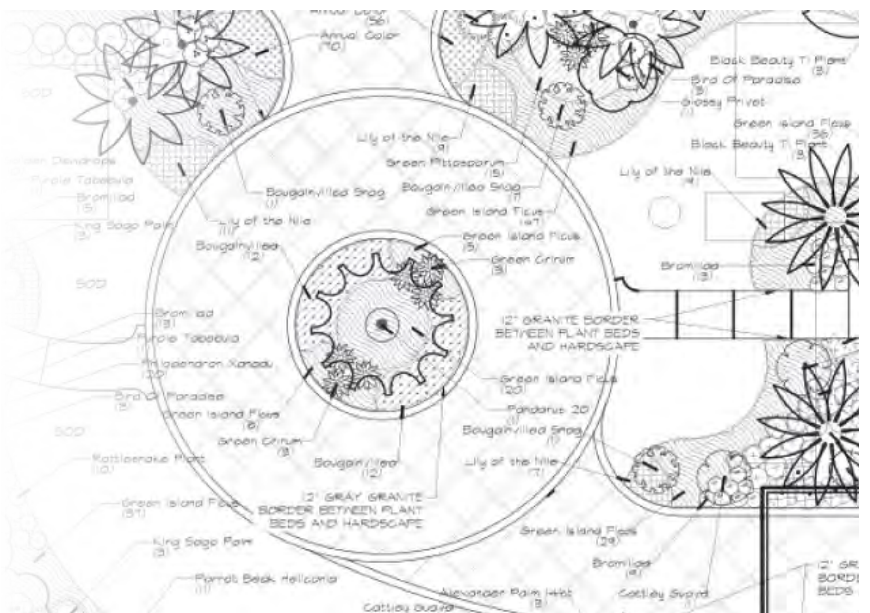
COMPLETE LANDSCAPE ARCHITECTURE & DESIGN SERVICES

Our design team can help boards with master plans for communities. Providing design hardscape features, 3D renderings of landscape plans, and complete landscape plans.



JUNIPER DESIGN TEAM

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



NURSERY & TREE FARM



**We know it because
we grow it!**

With our over 200 acres of nursery & tree farms we can deliver custom, quality plant material to fit the individual needs of our clients. Additionally, our dedicated plant buyer travels throughout the state in search of the best plant material.

By keeping our finger on the pulse of the plant market, we can maximize value for each client.



SEASONAL COLOR



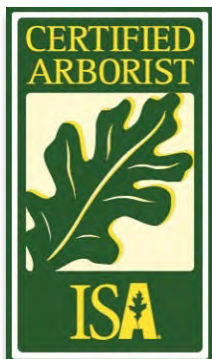
We create custom schedules for our communities on the annual color program. Our annual flower beds are designed and installed to emphasize color, profusion, and display in high profile areas.

SEASONAL FLOWER PROGRAM

- Contract grown flowers
- Custom designed displays
- Scheduled installation
- Fresh look all year
- Best in quality annuals
- Enhanced landscape areas
- Additional fertilization keeps flowers looking great



ARBORICULTURE



JUNIPER has multiple ISA certified Arborists that are available for everything you may need for your tree health care. Preventive maintenance helps keep trees in good health while reducing any insect, disease, or site problems.

WHY HIRE AN ARBORIST?

Arborists specialize in the care of individual trees. They are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly. Proper tree care is an investment that can lead to substantial returns. Well cared-for trees are attractive and can add considerable value to your property.



OUR SERVICES

STORM RESPONSE

In preparation for and after a storm, Juniper has additional team members who are critical resources during storm events. They provide not only added manpower but also bring with them the trucks and heavy equipment needed to handle storm cleanup.



COMPANY RESOURCES

-  3,200+ team members statewide
-  35 locations throughout Florida
-  25,000 gallons of onsite fuel
-  1,300 trucks in our fleet
-  Landscape Designers & Architects
-  Teams throughout Florida
-  Extensive supply of heavy equipment

EDUCATIONAL CLASSES

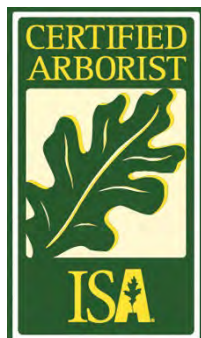
PRESENTATIONS & CEUS AVAILABLE FOR CLASSROOM OR ONLINE LEARNING

At Juniper Landscaping we offer CEU courses that cover a variety of subjects that include irrigation, palm tree care, turf care, and tree selection.

CURRENT COURSES

- IRRIGATION 101
- HORTICULTURE 101
- TREE SELECTION
- PEST ID LAWN & ORNAMENTAL
- PLANTING PRINCIPLES & PLANT ID
- DIAGNOSING LANDSCAPE ISSUES

Our Green Industry experts' courses are designed to assist managers to make the best decisions to maximize their property's beauty and ease of maintenance.



AWARD WINNING LANDSCAPES

EXCEEDING INDUSTRY STANDARDS!



PINNACLE AWARDS

- Best Landscape Design Custom Home
- Award Best Landscape Design
- Merit Award Design Residential
- Landscape Design Firm of the Year

AURORA AWARDS

- Landscape Design/Pool Design
- Best Custom home for “La Castille”

SAND DOLLAR AWARDS

- Best Community Feature of the Year
- Best Landscape Design 30-50k
- Best Landscape Design under 30k
- Best Landscape Design over 50k

SUMMIT AWARDS

- Best Contracting Landscape 5-8 million+
- Merit Award for Infrastructure & Landscape

SAFETY & TRAINING



We hold the safety of our clients & our team members in the highest regard. We have implemented a company wide safety program that is administered through our safety coordinator & local branch managers.



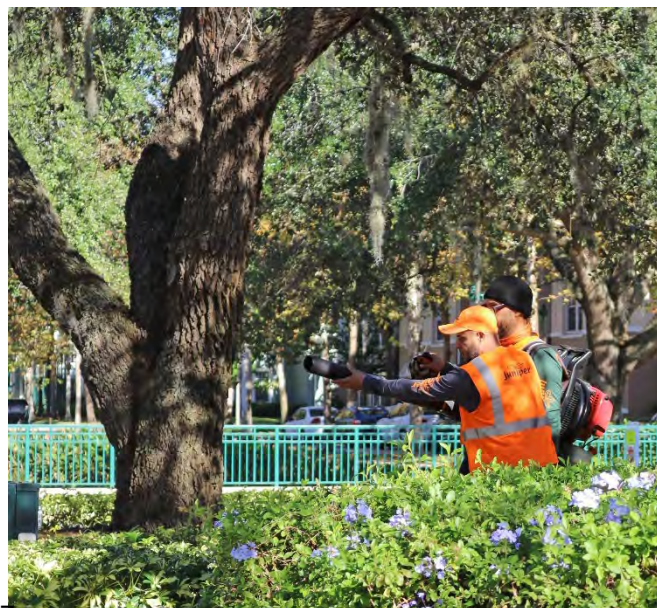
Initial Hire Program

- Safety rules
- New hire safety orientation
- Required & use of PPE

Safety Training Program

- Equipment certifications
- Weekly safety meetings
- Daily jobsite reviews
- Traffic control systems
- Best practices training
- Safety rewards/swag based on safety performance
- Online training tools

SCAN QR CODE TO WATCH VIDEO HIGHLIGHTS OF OUR IN-HOUSE TRAINING PROGRAM



CERTIFICATIONS & LICENSES

OUR QUALIFIED TEAM

At Juniper, many of our team members hold valuable certifications and licenses. Their years of experience, along with additional training, enables them to provide our customers with answers they can trust.

CERTIFICATIONS & LICENSES

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professional
- FNGLA Certified Landscape Contractor
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer
- Best Management Practices (BMPs)



CERTIFICATIONS & LICENSES

The International Society of Arboriculture

Hereby Announces That

Wesley L. Maks

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Catlyn Tuilava
Catlyn Tuilava
CEO & Executive Director

6 April 2019	30 June 2023	MI-0524-A
Issue Date	Expiration Date	Credential number



The Florida Nursery, Growers & Landscape Association
Confers on

Nicholas Salerno H69 09432

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 6/30/2019
Certified Since: 6/20/2013

Robert Shotton, FNGLA President
Merry Mott, FNGLA Certification Director

State of  Florida
Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
CERTIFIED PEST CONTROL OPERATOR

Number: JF319874

CHRISTOPHER CARL RICHARDS

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Local and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature of Nicholas Richards, Florida on December 15, 2021

Nicole Fried
NICOLE "NIKKI" FRIED
Commissioner of Agriculture

Chief Bureau of Licensing and Enforcement

FDACS 13418 (9/1)

North Carolina State University Agricultural Institute

On the recommendation of the Faculty and by virtue of the authority vested in them, the Trustees of the University have conferred upon

Kyle James Leverette

the degree of
**Associate of Applied Science
in Turfgrass Management**

In testimony whereof, the seal of the University and the signatures of its officers are herewith affixed this the fifteenth day of May, two thousand four.


Mary Anne Foy
President

Kenneth L. Edwards
Associate Dean and
Director of Academic Programs

Johnny C. Wynn
Business Dean of the College of Agriculture
and Life Sciences

John C. Arnold
Assistant Director of Academic Programs
and Director of the Agricultural Institute



Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STANLEY, DARRELL EUGENE

JUNIPER LANDSCAPING OF FLORIDA, LLC
5880 STALEY RD
FORT MYERS FL 33905

LICENSE NUMBER: SCC131152351

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

The Florida Nursery, Growers & Landscape Association
Confers on

Kyle Leverette H62 12112

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 6/30/2022
Certified Since: 5/24/2019

Ed Bono, FNGLA President
Merry Mott, FNGLA Certification Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2025

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

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

PRODUCER MARSH USA LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN138350647---25-26	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: General Security Indemnity Company Of AZ			20559
INSURER B: Safety National Casualty Corporation			15105
INSURER C: Great American Insurance Co.			16691
INSURER D: American Guarantee & Liability Insurance Co.			
INSURER E: Mercer Insurance Company			
INSURER F: Endurance American Specialty Insurance Company			41718

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GSA4639112661-01	07/01/2025	07/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Fire Damage	\$ 100,000
B	AUTOMOBILE LIABILITY			CA6676920	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
E	<input checked="" type="checkbox"/> ANY AUTO			22200099900 (\$2Mxs\$2M primary)	07/01/2025	07/01/2026	BODILY INJURY (Per person)	\$
F	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			EXT30091805100 (\$1Mxs\$4M)	07/01/2025	07/01/2026	BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			TUE 3161764 06 (\$5M Primary)	07/01/2025	07/01/2026	EACH OCCURRENCE	\$ 10,000,000
D	<input type="checkbox"/> EXCESS LIAB			AEC 6661232-02 (\$5Mxs\$5M)	07/01/2025	07/01/2026	AGGREGATE	\$ 10,000,000
	DED							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			LDS4069460 (FL,NC,PA,SC,TX)	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PS4069459 (WI)	07/01/2025	07/01/2026	E.L. EACH ACCIDENT	\$ 1,000,000
				Deductible: \$500,000			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
G	Professional Liability			VPPL022057	01/01/2025	01/01/2026	Ded.: \$5K /Limit:	2,000,000
H	Pollution Liability			EV20184607-07	01/01/2025	01/01/2026	Ded.: \$10K /Limit:	3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

FOR BIDDING PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Juniper Landscaping of Florida, LLC 4415 Metro Pkwy Ste 300 Fort Myers, FL 33916-9425	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

INSURERS AFFORDING COVERAGE/NAIC #

INSURER G: Gemini Insurance Company (10833)

INSURER H: Capital Specialty Ins Corp ()

Leased & Rented Equipment and Installation Floater:

Carrier: Munich Re Syndicate 457 at Lloyd's of London

Policy#: 01MRM0001043-00

Dates: 07/01/2025 - 07/01/2026

Leased & Rented Equipment Limit/Deductible: \$500,000 / \$2,500

Installation Floater Limit/Deductible: \$250,000 / \$1,000

The above captioned policies include coverage for the following entities:

- Juniper Landscaping of Florida, LLC
- Coast to Coast Landscaping, LLC
- Davis Landscape LTD
- Elegant Landscape and Design Inc.
- Juniper Landscape Services, LLC
- Juniper Landscaping Shared Services, LLC
- Juniper of Bradenton, LLC
- Juniper Landscaping Holdings LLC
- Landscape Maintenance Professionals, LLC
- Landscape Logistics LLC
- Prestige Property Maintenance, Inc.
- Rips Professional Lawncare, LLC
- Shooter & Lindsey, LLC

CLIENT REFERENCES

Name: Greyhawk at Golf Club of the Everglades

Services Provided: All Landscape Maintenance Services

Client Information: Brett Beaver, LCAM

- **Phone Number:** 206-206-3000
- **Email:** generalmanager@greyhawkhoa.com

Client Since: 2014

Name: Billie Parker

Services Provided: 1800 homes and common area – all landscape maintenance services

Client Information: Billie Parker

- **Phone Number:** 239-513-0045
- **Email:** billie.parker@castlegroup.com

Client Since: 2020

Name: River Hall

Services Provided: 400 homes and common areas all landscape services

Client Information: Vania Peal CAM, CMCA, AMS | Evergreen Lifestyle Management

- **Phone Number:** 239-237-2952
- **Email:** vpeal@evergreen-lm.com

Client Since: 2024

JUNIPER CARES



Making our communities better places to live and work is important, not only for our clients and employees, but for all our neighbors in the area. With that in mind, we support many local charitable organizations across the state and use environmentally sound practices.



Juniper
CARES 



JUNIPER CARES



The Industry COLLECTIVE is a movement of landscapers, lawn care companies, and suppliers who are unified in their efforts to impact their local communities.



Imagine an entire industry coming together, to serve and to give, for the sole purpose of creating a positive impact locally and around the world. This is Industry Collective.

Industry Collective has designed practical, on-site community service events to minimize headache and maximize IMPACT. This makes it easier than ever to build team morale while serving the needs of communities everywhere.



PORTFOLIO

SHELL POINT



Fort Myers, FL



**Official Proposal Form for
Solicitation of Proposals for Landscape and Irrigation Maintenance Services**

Name of Proposer: Juniper Landscaping

In accordance with the solicitation of proposals issued by the Stoneybrook North Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

Base Landscape Maintenance Services:

Includes turf mowing, edging, trimming, shrub and groundcover maintenance, tree and palm pruning, fertilization, pest control, weed control, debris removal, retention pond and lake bank mowing, storm debris cleanup, and monthly reporting.

Total Cost for the first year of the above items	\$ <u>188,721.46</u> /year (\$ <u>15,726.89</u> /month)
Optional Yearly Renewal Cost Year 2	\$ <u>194,383.10</u> /year (\$ <u>16,198.59</u> /month)
Optional Yearly Renewal Cost Year 3	\$ <u>200,214.59</u> /year (\$ <u>16,684.55</u> /month)

Irrigation System Monitoring and Maintenance:

Includes monthly wet checks, system monitoring, valve cleaning, controller adjustments, minor repairs while on site, and reporting as described in the Scope of Services.

Total Cost for the first year of the above items	\$ <u>86,282.04</u> /year (\$ <u>7,190.17</u> /month)
Optional Yearly Renewal Cost Year 2	\$ <u>88,870.50</u> /year (\$ <u>7,405.87</u> /month)
Optional Yearly Renewal Cost Year 3	\$ <u>91,536.62</u> /year (\$ <u>7,628.05</u> /month)

Additional Services (not included in base contract):

Mulch Installation (2" depth)
\$ 59.40 per cubic yard installed

Seasonal Color Installation (4" perennial)
\$ 5.50 per plant installed

Palm Injections (if approved)
\$ 75 per palm per treatment

Irrigation Repair Labor Rate (repairs exceeding included minor repairs)

\$ 65 per hour

Servicing 12 Dog Waste Stations and 2 Trashcans at the Tot Lot/Dog Park (Once a week)

\$ 7,940.00 per month

Plant Replacement / Enhancements

To be quoted and approved by the District prior to installation.

Additional Proposal for Specific Plant Replacement

The Board currently would like pricing for replacing plants damaged by hard freezes, specifically along the northern tree line perimeter of the property and near the tot lot/dog park. Please provide separate proposal.

Note: All pricing above is based on the initial term from the contract effective date through September 30 of the District's current Fiscal Year. Optional renewal periods shall follow the District's Fiscal Year, October 1 through September 30, unless otherwise adjusted by mutual written agreement.

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: _____

Title of Authorized Signatory of Proposer: _____

Signature of Authorized Signatory of Proposer: _____



DESIGN | BUILD | MAINTAIN

Juniper CARES | www.junipercares.com

Exhibit E

Dear Property Owners & Representatives,

At Juniper, we take pride in our ability to respond swiftly and effectively to storms. We understand the complexities that arise after such events, which is why we have developed a comprehensive Storm Readiness Plan to help you prepare as well.

Our plan is a pre-executed agreement that commits both personnel and equipment, allowing us to dispatch resources quickly before and after the storm. Below, you will find a list of our updated rates for the year, along with a summary of the scope of work.

We recommend setting an adequate "not-to-exceed" budget based on historical data to ensure that work can proceed smoothly without delays. After the storm, our team will assist in adjusting the budget after a post-storm damage assessment and will provide weekly expense tracking in collaboration with your authorized representative.

We are committed to ensuring seamless and efficient storm recovery for your property.

Storm Response Rates:

- **\$85.00/hour (All non-arborist functions)**
- **\$375.00/truck for debris hauling***
- **\$125.00/hour for all Juniper owned equipment****
- **\$65.00/tree staking kit (Standard)**
- **\$95.00/tree staking kit (Large)*****
- **\$5,500.00/day (5 Person Arbor team and any necessary equipment including chipper truck, bucket truck, etc.)******

Debris hauling based on a Juniper service truck. With larger cleanup efforts we can deploy larger debris hauling trucks to reduce expenses. **If larger equipment is needed, such as a heavy loader or crane, it will be quoted at damage assessment. *In unique circumstances, additional staking may be required due to grade, tree species or size. This will be itemized and billed accordingly. Palms, in most circumstances, can be staked with the standard kit. ****Arbor services may only be deployed if the scope exceeds what our landscape crews can reasonably and safely handle.*

Pre-Storm Procedures:

1. Stage equipment on site (if applicable)
2. Appoint Juniper first responders

Post-Storm Procedures:

1. Clearing roadways, exits and any obstructions preventing residents from leaving
2. Clearing debris off homes or property
3. Saving, re-standing and staking downed trees starting with the highest value specimens
4. Clearing debris off common spaces
5. Loss assessment, restoration planning and budgeting



Authorization & Agreement

By signing below, you acknowledge and agree to the pricing and procedures outlined above for storm response. You authorize Juniper to proceed with storm-related efforts when conditions are deemed safe, without requiring further approval.

You also agree that a Juniper representative, along with any affiliated storm response personnel, will have full access to the community to perform necessary operations.

Please note that storm-related billing will be issued on a weekly basis, as outlined below, not exceeding NTE amount, rather than upon the full completion of storm cleanup. Weekly invoices will be due NET 30 upon receipt.

Executing this plan in advance ensures your property receives dedicated resources immediately after the storm, once it is safe to do so. Failure to execute the plan may impact response times.

Property Name:			
Not to Exceed Amount:	\$		
Minimum Equipment Allocation:			
Minimum Labor Allocation:			
Management Company Name:			
Billing Address:			
Phone Number:			
Authorized Representative Name:		Date:	
Authorized Signature:			
Juniper Representative Name:		Date:	
Juniper Signature:			

Weekly Log:

<u>Date</u>	<u>Hrs</u> <u>\$85</u>	<u>Debris</u> <u>\$375</u>	<u>Equipment</u> <u>\$120</u>	<u>Sm Tree</u> <u>Stake</u> <u>\$65</u>	<u>Lg Tree</u> <u>Stake</u> <u>\$95</u>	<u>Arbor</u> <u>Crew Rate</u> <u>\$5,500</u>	<u>Completed</u> <u>Value</u>	<u>Owner</u> <u>Initials</u>	<u>Juniper</u> <u>Initials</u>

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, Non-Collusion, and Anti-Human Trafficking**

*[Request for Proposals for Landscape and Irrigation Maintenance Services]
Stoneybrook North Community Development District*

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

Name of Proposer: Juniper Landscaping of Florida, LLC

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the "Scrutinized Companies that Boycott Israel List" nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

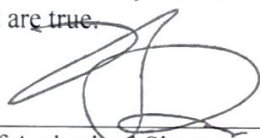
11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

Anti-Human Trafficking

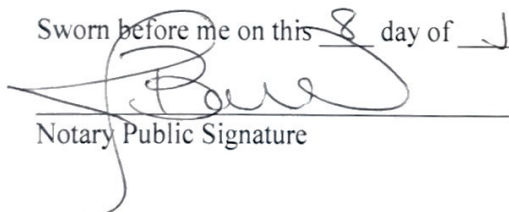
16. Our firm does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
17. Upon positive selection under the Request for Proposals, our firm intends to execute a contract with the Stoneybrook North Community Development District.
18. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Stoneybrook North Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work. Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

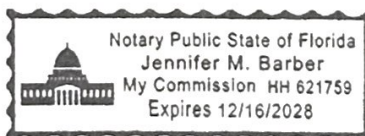


Signature of Authorized Signatory of Proposer

Sworn before me on this 8 day of June, 2026



Notary Public Signature



Notary Stamp



Juniper Landscaping References

Brett Beaver, LCAM

Greyhawk at Golf Club of the Everglades - all landscape maintenance services
General Manager - Seacrest Property Management Services
239-206-3000 | generalmanager@greyhawkhoa.com

Address: 9275 Horned Lark Drive, Naples, FL 34120

Billie Parker

1800 homes and common area – all landscape maintenance services
General Manager, Castle Group
239-513-0045 Billie.parker@castlegroup.com

Address: 6155 Towncenter Cir, Naples, FL 34119

Vania Peal CAM, CMCA, AMS

River Hall 400 homes and common areas all landscape services
Evergreen Lifestyle Management
239-237-2952

vpeal@evergreen-lm.com

Address: 3500 River Hall Pkwy, Alva, FL 33920

EQUIPMENTS

Equipment Assigned to Each Crew

- Commercial-grade mowers (48", 52", and 62")
- Power blowers
- Professional edgers
- String trimmers (weed eaters)
- Hand pruners and trimming tools
- Four (4) Maverick electric utility vehicles
- Utility ATV
- Dump truck with trailer

This equipment package ensures each crew is fully equipped to perform landscape maintenance services efficiently, safely, and to the highest quality standards.

COMMENTS AND IMAGES



During our site review, we identified several areas where mulch and decorative rock beds are adjacent to one another without a defined separation. We recommend installing a durable plastic landscape edge between these materials to prevent migration and mixing, while maintaining a clean, professional appearance throughout the community.

In addition, we recommend installing a containment border around the perimeter of rock beds to help keep stone material within the designated landscape areas. This will reduce maintenance requirements and preserve the intended design aesthetic.

In locations where decorative rock is allowed to migrate into roadways, the displaced material can become a potential hazard. Loose stones may be propelled by vehicle traffic or maintenance equipment, creating the risk of property damage. Implementing proper edging and containment measures will help mitigate this risk while improving the overall appearance and functionality of the landscape beds.

These enhancements will provide a more defined landscape presentation, reduce ongoing maintenance concerns, and help protect the community from potential liability associated with displaced rock material.

COMMENTS AND IMAGES



For areas where irrigation is currently unavailable, we can explore connecting a rotor zone from adjacent residential irrigation systems to provide coverage to the affected turf areas. This approach will significantly improve turf quality by delivering the consistent moisture needed to maintain healthy, vigorous growth while reducing stress-related pest and disease issues. Improving irrigation coverage in these high-use areas will enhance the overall appearance of the community, provide a better experience for residents, and help reduce long-term costs by minimizing the need for recurring sod replacement after each dry season. If extending irrigation is not a feasible option, we recommend removing the existing struggling turf and converting these areas to a mulched landscape bed. This alternative will eliminate the ongoing maintenance challenges associated with stressed turf while providing a clean, attractive, and sustainable landscape solution. The objective of either approach is to eliminate unsightly, declining turf areas that negatively impact the appearance of the community for both current and prospective residents.



**We look forward to
working with you!**

Angela Girgado

angela.girgado@juniperlandscaping.com

4415 Metro Parkway, Suite 300
Ft. Myers, FL
33916

JUNIPERCARES.COM

EXHIBIT 3

AGENDA



SUNRISE
LANDSCAPE
Maintenance Proposal

Stoneybrook North CDD
June 11, 2026



Prepared By:

Scott McDaniel

239-258-1764

smcdaniel@sunriselandscape.com

5175 Country Lakes Fort Myers, FL 33905



Stoneybrook North CDD

Thank you for the opportunity to provide a bid for the landscape management of your property. Drawing from our 45+ years of local experience at similar properties, we are confident that we can be a great asset to both the appearance and health of your landscape.

The following proposal outlines landscape maintenance services custom tailored to your specific property, its unique characteristics, and your desired scope of work. At Sunrise, we believe a comprehensive and bespoke landscape maintenance program is necessary to provide the best service possible. A “one size fits all” approach is simply not good enough.

The details and budget of the above mentioned program are outlined in the following pages of this document.

Thank you for the consideration, and we look forward to being long term stewards of the landscape at your property.

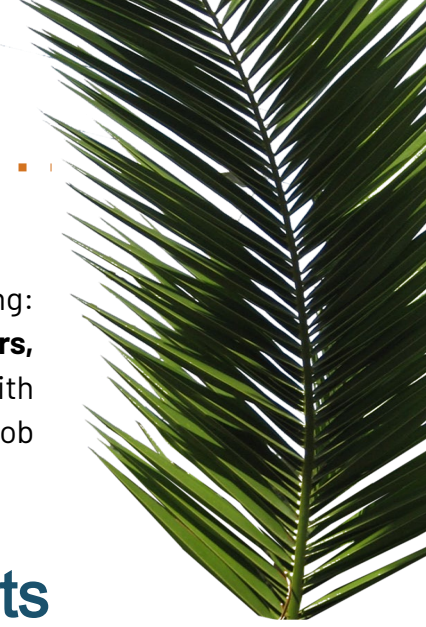
Best regards,

Scott McDaniel

Scott McDaniel – General Manager
Sunrise Landscape

About us

Since 1978 Sunrise has serviced all varieties of commercial properties including: **CDD's, HOA's, hospitals, medical offices, multifamily complexes, retail centers, industrial facilities, office parks, corporate campuses, churches, and more.** With **1000+ employees** and over **1000+ managed properties**, Sunrise is prepared for a job of any size and complexity.



Rooted in Florida

With over **Four Decades** of local experience, we are intimately knowledgeable of our local flora. Our entire company lives, works, and gives back to the Florida community.



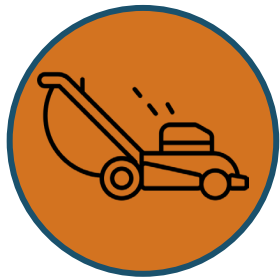
Certified Experts

Sunrise proudly staffs subject matter experts with the following **licenses** and **certifications**:

- > Florida State Irrigation License
- > Florida General Contractor
- > Certified Pest Control Operator
- > ISA Certified Arborist
- > FNGLA Certified Horticulture Professional
- > Florida Dept. of Agriculture Train the Trainer

All Work Performed In -House

We pride ourselves in taking ownership of the entire customer experience. Sunrise is proud to offer the following suite of services in house:



Maintenance



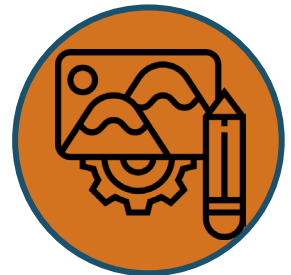
Horticulture



Irrigation



Construction



Design



All Sunrise employees are screened through the US Government's E-Verify System. E-verify is an internet-based system that compares information from the I-9 form, Employment Eligibility Verification, US Department of Homeland Security records, and Social Security Administration records to confirm that an employee is authorized to work in the United States.

Leadership Team



Austin Ashmore, CEO

Austin is the CEO of Sunrise, a role he has held since purchasing the company in 2019. Austin grew up in a third-generation family construction business in South Carolina and has a breadth of management experience across various roles in small business, multinational corporations, and institutional finance. Since acquiring Sunrise, Austin has been focused on investing in the people, systems, and assets of the business to further cement Sunrise as the preferred commercial landscaping provider in Tampa Bay. Under Austin's leadership, Sunrise is focused on building a sustainable company for the long-term. Austin studied at the University of South Carolina, earning a BS in International Business and graduating Magna Cum Laude. While there, he won the NCAA Division I National Championship as a member of the USC baseball team. Austin received a MBA with Honors from the University of Chicago Booth School of Business with concentrations in entrepreneurship, operations, and economics.



Mark McCormick - President of Maintenance Operations

Prior to joining Sunrise, Mark served as President - East at Perennial Services Group a leading national provider of residential maintenance, landscaping, pest control, and lawn care home services. He previously spent time as a Market General Manager at Brightview Landscapes, the nation's largest commercial landscaping company, and as a Managing Director at FedEx Corporation as part of the FedEx Office retail and shipping arm.



Scott McDaniel - General Manager

With over 30 years of experience in the landscape and golf course industry throughout Southwest Florida, Scott McDaniel serves as General Manager at Sunrise Landscape, where he has been a key leader for the past 15 years. He brings extensive regional knowledge, operational expertise, and a hands-on leadership style that ensures projects are executed efficiently and to the highest standards. Known for his practical approach and strong team leadership, Scott plays a critical role in delivering consistent, high-quality results and maintaining long-term client relationships.



Rebecca Filkowski - Account Manager

Rebecca is an experienced Account Manager at Sunrise Landscape with four years of dedicated service and over 15 years in the green industry. She specializes in client communication, ensuring strong relationships through responsiveness and attention to detail, while effectively coordinating with production managers and field crews to deliver high-quality results. With a lifelong passion for landscaping and a hands-on understanding of plant care and maintenance, Rebecca brings both expertise and a collaborative approach to every project she supports.



Jordan McLaughlin - Production Manager

Jordan McLaughlin is a Production Manager at Sunrise Landscape with a strong background in the landscape industry. He began his career as an irrigation technician, gaining years of hands-on experience before working his way up into his current role. His practical knowledge and dedication allow him to efficiently oversee operations and deliver high-quality results.

Chain of Communication

Every property managed by Sunrise is assigned an account manager at contract signature. The account manager leads the Sunrise in-house teams to facilitate all work performed on site.

This landscape expert is also the customer's designated point of contact - eliminating frustrating communication issues. Whether in person, by phone, email, or text, your account manager is available to help with any landscape need.



Account Manager



Customer



Founded in Tampa 1978

10 Branches

18 Counties

1200+ Employees

1000+ Mowers

500+ Trucks

2000+ Properties

46 Years In Business

Here to Stay

.....

Sunrise Landscape was **founded in 1978 in Tampa** with a mission to provide an elevated customer experience through the tenets of **Professionalism, Accountability, and Partnership**. We provide a **full suite of commercial landscape, irrigation, and horticulture services** through our maintenance and installation divisions. After growing to become the **largest Landscape Maintenance Contractor in Tampa Bay**, we are proudly expanding into new markets.

Construction & Enhancement

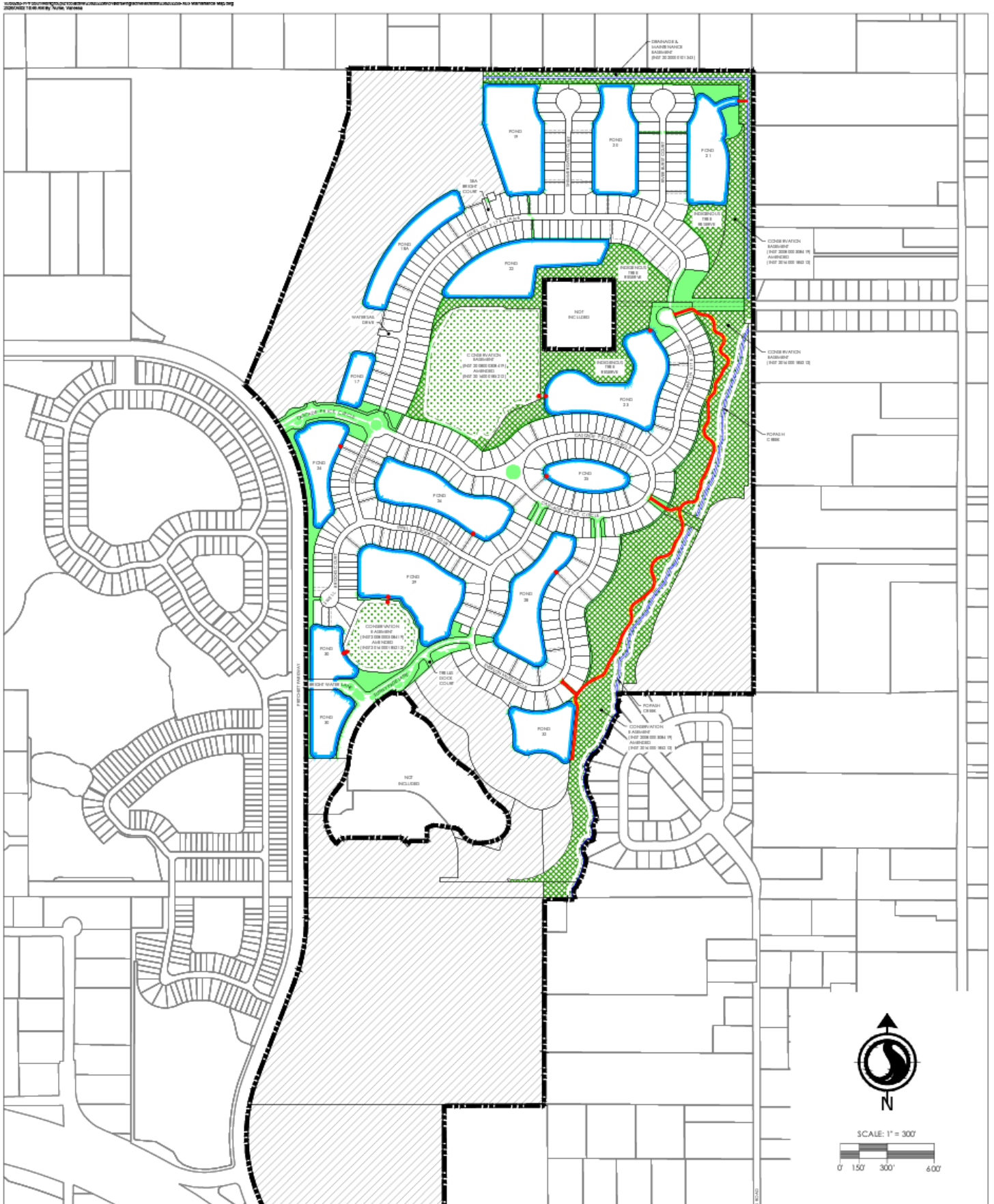
In addition to providing excellent landscape maintenance services, Sunrise Landscape is one of Tampa Bay's preeminent landscape construction companies.

Our 8-acre private nursery is fully stocked with Florida friendly plant material ready for your construction project. We staff a full team of designers, engineers, project managers, and crew members that perform design-build landscape projects for the country's largest homebuilders and construction companies.

This expert team is available to our maintenance customers to bid and perform enhancement projects!



Property Map



Operations Plan

SCHEDULE OF SERVICES

	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P	O C T	N O V	D E C	T O T A L
TURF													
Mowing/Trim/Hard Edge/Blow	X	X	X	X	X	X	X	X	X	X	X	X	42
Soft (Bed) Edging	X	X	X	X	X	X	X	X	X	X	X	X	21
Fertilizations	X		X		X						X		4
IPM (Insecticide/Fungicide) - as needed	X	X	X	X	X	X	X	X	X	X	X	X	12
Post Emergent Weed Control (weekly spot treatments)	X	X	X	X	X	X	X	X	X	X	X	X	42
BEDS/SHRUBS													
Pruning & Shrub Maintenance (selective)	X	X	X	X	X	X	X	X	X	X	X	X	12
Fertilization		X		X						X			3
IPM (Fungicide/Insecticide) - as needed	X	X	X	X	X	X	X	X	X	X	X	X	12
Post Emergent Weed Control (weekly spot treatments)	X	X	X	X	X	X	X	X	X	X	X	X	42
OTHER													
Irrigation Wet Checks	X	X	X	X	X	X	X	X	X	X	X	X	12
Debris Removal (weekly)	X	X	X	X	X	X	X	X	X	X	X	X	42
Tree/Palm Pruning (up to 15' feet)	X	X	X	X	X	X	X	X	X	X	X	X	12

*Subject to change based on weather conditions



SCOPE OF WORK

Landscape Maintenance (42)

- Mowing
 - All turf shall be maintained within a two-inch to five-inch range, depending on turf type. At no time will mowing height be reduced so that more than one third of the blade of grass is removed at any cutting.
 - Weekly Service from April - October. Bi-weekly service from November - March.
- Hard Edge, Soft Edge, Line Trim, Blowing, Cleanup
 - Edging shall be conducted on a consistent basis and will include walks, drives, curbs, bed perimeters, tree wells, and trees. Sunrise shall line-trim or chemically treat (unless otherwise noted) around posts, lights, signs, trees, utility installations, as required to keep a neat and clean appearance throughout the property.
 - Blowing of all traffic areas and walkways to be conducted after each maintenance visit
 - Cleanup of any excessive debris generated by the crew during service will be picked up and removed.
- Maintenance Pruning of Shrubs, Hedges, and Trees
 - All shrubs and hedges up to eight feet and tree branches and palm fronds up to twelve feet in height will be sheared in a consistent manner and on a regular schedule to maintain optimum shape and size as growth habit and plant health dictates.
- Weed Control
 - Weeding shall be done in conjunction with mowing as a regular duty. Beds and tree wells are to be weeded to avoid competition with desirable plants, as well as to enhance the appearance of the property.

Irrigation (12)

- Inspections
 - Sunrise shall inspect and diagnose the current state of the irrigation system upon contract signature.
 - Monthly inspections will then take place. Each zone will be turned on and operated and heads will be inspected for adjustment and alignment.
- Reports
 - Sunrise will provide reports on a regular basis including the current state of the irrigation system and any proposed enhancements/repairs.
- Adjustments
 - Watering time adjustments and head direction/PSI adjustments to provide optimal coverage and usage.

Horticulture (L&O) Program (12)

- A complete turf and bed fertilization program in compliance with FNGLA guidelines. Sunrise will follow (UF/IFAS) evidence-based recommendations for turfgrass species, soil properties, time of year, and other factors.
- This will include 4 fertilization treatments on irrigated turf and 3 fertilization treatments on mulch beds.
- Turf and shrub bed areas will be inspected monthly for indications of pest problems such as insects, disease, and invasive weeds. Upon confirmation of a concern requiring pesticide, herbicide, or fungicide treatment, such products will be applied on an as needed or spot treatment basis.

References

Cypress Cove

Scott Berry
10200 Cypress Cove Dr.
Fort Myers, FL
239-691-9110

Property Type: HOA

Scope: Landscape Maintenance, Horticultural Maintenance, Homes and Commons

Contract Size: \$401,463

Sunrise provides landscape maintenance and horticultural maintenance services at Cypress Cove. Sunrise performs this work at common areas and homes. Sunrise has been maintaining the property for 20 years.

Magnolia Landing

Sam Herold
3006 Magnolia Landing Lane
North Fort Myers, FL
239-462-6619

Property Type: HOA

Scope: Landscape Maintenance, Irrigation Maintenance, Horticulture Maintenance, Commons

Contract Size: \$1,110,575

Sunrise Landscape provides full-service landscape maintenance for the Magnolia Landing community, serving over 1,100 homes along with common areas. Services began with residential maintenance and expanded to include comprehensive care of shared spaces, delivering consistent, high-quality grounds management across the entire property.

Lindsford II

Ashley Wamble
4101 Dutchess Park Rd.
Fort Myers, FL
239-454-8568

Property Type: HOA

Scope: Landscape Maintenance, Irrigation Maintenance, Horticulture Maintenance

Contract Size: \$349,556

Sunrise Landscape has proudly serviced the Lindsford II community for over 9 years, providing comprehensive, full-service landscape maintenance. Our scope includes routine grounds care, irrigation system management, and detailed horticultural services to ensure the property remains consistently well-maintained and visually appealing.

Termination History

Backyard Social

August 2025

Client elected to transition services in-house

Faith Homes – Presbyterian Homes of Lehigh Acres

December 2025

Contract deemed financially unviable

Farmer Joe’s Fresh Market

March 2026

Client budget restrictions



Our Approach to Service

Sunrise Landscape delivers a proactive and detail-oriented approach to landscape maintenance, focused on consistency, responsiveness, and long-term property enhancement. Our team follows a structured service plan that includes routine site inspections, preventative maintenance, and prompt resolution of identified issues. Communication is prioritized through regular reporting and direct coordination with property management to ensure expectations are met and exceeded. Our approach emphasizes plant health, irrigation efficiency, and overall aesthetic quality, while maintaining flexibility to address seasonal needs and community-specific priorities.

- Proactive, detail-oriented maintenance program
- Routine inspections and preventative care
- Strong communication with property management
- Focus on plant health, irrigation efficiency, and overall appearance



Why Sunrise is Best Qualified

Sunrise Landscape is uniquely qualified to perform the Scope of Services due to our extensive experience managing large-scale residential communities and HOA environments. Our proven track record in Southwest Florida demonstrates our ability to deliver consistent, high-quality results across both residential homes and common areas. We combine experienced field personnel, strong operational systems, and dedicated management oversight to ensure accountability and performance. Our long-term client relationships reflect our commitment to reliability, service excellence, and continuous improvement.

Subcontractors:

Sunrise Landscape self-performs the majority of services outlined in the Scope of Services. If specialized services are required, qualified subcontractors are carefully selected, vetted, and managed to ensure they meet Sunrise's standards for quality, safety, and professionalism.

“A partner focused on long-term property value.”

Proposed Staffing Plan

- Maintenance crews assigned on a structured weekly schedule
- Production Manager responsible for on-site coordination, quality control, and team communication
- Irrigation technician(s) assigned for system monitoring and adjustments
- IPM (Integrated Pest Management) technician dedicated to proactive pest, disease, and plant health management
- Account Manager providing oversight, client communication, and service responsiveness

Management & Supervision

- General Manager - Overall operations and client satisfaction
- Operations Manager - Oversees daily operations, logistics, and team performance
- Account Manager - Primary point of contact and site oversight
- Production Manager - On-site coordination, crew direction, and quality control
- Crew Leaders - Daily execution of maintenance tasks

**Official Proposal Form for
Solicitation of Proposals for Landscape and Irrigation Maintenance Services**

Name of Proposer: Sunrise Landscape

In accordance with the solicitation of proposals issued by the Stoneybrook North Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

Base Landscape Maintenance Services:

Includes turf mowing, edging, trimming, shrub and groundcover maintenance, tree and palm pruning, fertilization, pest control, weed control, debris removal, retention pond and lake bank mowing, storm debris cleanup, and monthly reporting.

Total Cost for the first year of the above items	<u>\$292,880.00</u> /year (<u>\$24,406.67</u> /month)
Optional Yearly Renewal Cost Year 2	<u>\$301,666.40</u> /year (<u>\$25,138.87</u> /month)
Optional Yearly Renewal Cost Year 3	<u>\$312,224.72</u> /year (<u>\$26,018.73</u> /month)

Irrigation System Monitoring and Maintenance:

Includes monthly wet checks, system monitoring, valve cleaning, controller adjustments, minor repairs while on site, and reporting as described in the Scope of Services.

Total Cost for the first year of the above items	<u>\$124,320.00</u> /year (<u>\$10,360.00</u> /month)
Optional Yearly Renewal Cost Year 2	<u>\$128,049.60</u> /year (<u>\$10,670.80</u> /month)
Optional Yearly Renewal Cost Year 3	<u>\$132,531.34</u> /year (<u>\$11,044.28</u> /month)

Additional Services (not included in base contract):

Mulch Installation (2" depth)
\$65.00 per cubic yard installed

Seasonal Color Installation (4" perennial)
\$3.75 per plant installed

Palm Injections (if approved)
\$60.00 per palm per treatment

Irrigation Repair Labor Rate (repairs exceeding included minor repairs)

\$ 70.00 per hour

Servicing 12 Dog Waste Stations and 2 Trashcans at the Tot Lot/Dog Park (Once a week)

\$ 830.00 per month

Plant Replacement / Enhancements

To be quoted and approved by the District prior to installation.

Additional Proposal for Specific Plant Replacement

The Board currently would like pricing for replacing plants damaged by hard freezes, specifically along the northern tree line perimeter of the property and near the tot lot/dog park. Please provide separate proposal.

Note: All pricing above is based on the initial term from the contract effective date through September 30 of the District's current Fiscal Year. Optional renewal periods shall follow the District's Fiscal Year, October 1 through September 30, unless otherwise adjusted by mutual written agreement.

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Scott McDaniel

Title of Authorized Signatory of Proposer: General Manager

Signature of Authorized Signatory of Proposer: 

DISASTER RESPONSE & PLANNING

Every year, hurricane season brings unpredictable weather that can cause serious damage to commercial properties across Florida. Sunrise Landscape offers the experience, resources, and rapid response teams to help you minimize risk and recover quickly.

With decades of storm preparedness under our belt, we provide proactive landscape protection and reliable cleanup services tailored to your property's needs. From preventative care to post-storm restoration, we're the partner you can count on when it matters most.

HURRICANE SEASON SERVICES

Pre-Storm Property Assessment

Our team inspects your landscape to identify risks and recommend targeted solutions, including tree trimming, branch removal, and drainage evaluations to reduce potential storm impact.

Tree and Branch Pruning

Using professional pruning techniques, we strengthen tree structures to better withstand high winds. Deadwood is removed, trees are shaped for stability, and overall safety and aesthetics are preserved.

Pre-Approved Cleanup Services

By establishing a cleanup allowance in advance, your property receives top priority. Pre-approved sites are visited within 24–48 hours after the storm, allowing us to respond quickly even when communication or power is limited.

POST-STORM RESPONSE

When it is safe to do so, our crews begin initial site assessments within 24–48 hours. We make every effort to contact and visit all properties promptly, beginning with those holding pre-approved cleanup agreements.

Our first priority is to clear large debris and hazardous materials—such as downed trees and oversized limbs—to ensure emergency vehicle access and restore safe conditions for residents. Debris is moved to designated areas on-site for future pickup.

Clients with “Do Not Exceed” storm cleanup authorizations are prioritized for immediate service. Depending on the storm's path and severity, full debris removal may take days or weeks.

To ensure fast and efficient response, we maintain an annual agreement with Sunbelt Rentals for priority access to post-storm equipment—including trucks, skid steers, and dump trucks—ready for deployment as soon as conditions allow.

CLEANUP CREW OPTIONS

4-Person Crew with Skid Steer and Chainsaws

Ideal for large debris removal. This crew clears roadways, sidewalks, and driveways while cutting and stacking oversized debris for future pickup. Hauling not included.

4-Person Crew with Dump Truck and Chainsaws

Removes downed trees and limbs under 8 inches in diameter. Clears walkways and drive surfaces, loads manageable debris into the truck, and stacks overflow on-site.

4-Person Crew with Dump Truck Only

Designed for smaller debris under 3 inches. Focuses on raking and clearing yards, sidewalks, and roads to protect ongoing landscape maintenance.

Pricing - Emergency Clean Up Services

EMERGENCY CLEAN-UP SERVICES

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

A. Debris removal personnel unit costs:

Crew Lead	85	
	\$	per Hour
Crew Member	45	
	\$	per Hour
Crew Driver	75	
	\$	per Hour

B. Debris removal equipment unit costs:

Blower	85	
	\$	per Hour
Skidsteer	250	
	\$	per Hour
Chainsaw	85	
	\$	per Hour

C. Other emergency/disaster related unit costs:

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

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

Drug-Free Workplace Policy

Sunrise Landscape is committed to the safety, health and wellbeing of all employees.

We recognize alcohol and drug abuse as potential health, safety and security problems. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment.

Employees are prohibited from the following when reporting for work, while on the job, on Company or customer premises or surrounding areas, or in any vehicle used for Company business:

The unlawful use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or controlled substance or drug paraphernalia;

the unauthorized use, possession, transportation, manufacture, sale, dispensation or other distribution of alcohol; and being under the influence of alcohol or having a detectable amount of an illegal or controlled substance in the blood or urine ("controlled substance" means a drug or other substance as defined in applicable federal laws on drug abuse prevention).

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination. Any employee convicted under any criminal drug statute for a violation occurring while on the job, on Company or customer premises, or in any vehicle used for Company business must notify the Company no later than 5 days after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence, or other penalty.

Drug and alcohol testing will be carried out in compliance with any applicable state and federal laws and regulations.

Employees or job applicants may confidentially report to the company's medical review officer (MRO) the use of prescription or nonprescription medications both before and after being tested. Additionally, employees and job applicants shall receive notice of the most common drugs or medications - by brand name or common name, as applicable, as well as by chemical name - which may alter or affect a drug test.

We recognize that employees suffering from alcohol or drug dependence can be treated. We encourage any employee to seek professional care and counseling prior to any violation of this policy.

EQUAL EMPLOYMENT OPPORTUNITY

E-Verify and I-9 Employment Eligibility

Sunrise Landscape is committed to employing only United States citizens and aliens who are authorized to work in the United States.

Sunrise Landscape complies and voluntarily E-Verifies all employees. U.S. law requires companies to employ only individuals who may legally work in the United States - either U.S. citizens, or foreign citizens who have the necessary authorization. This diverse workforce contributes greatly to the vibrancy and strength of our economy, but that same strength also attracts unauthorized employment.

E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. E-Verify is fast, free and easy to use - and it's the best way employers can ensure a legal workforce.

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 (the "I-9") and present documentation establishing identity and employment eligibility.

All employees are asked on their first day of employment to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9).

If an individual cannot verify their right to work within three days of hire, Sunrise Landscape, must terminate employment. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past 3 (three) years, or if their previous I-9 is no longer retained or valid.

EQUAL EMPLOYMENT OPPORTUNITY

H2B Program Participation

Sunrise Landscape is committed to ensuring that customer needs are met year-round and during the height of the landscape season, there are times when we cannot fill demand with local candidates. Sunrise Landscape participates in the H2B visa program, allowing us to hire foreign workers in temporary non-agricultural occupations for a period of less than one year.

To ensure program compliance, Sunrise Landscape partners with approved external parties to support the application, recruiting, hiring and travel process for these workers. Our high-level process is as follows:

- Develop job description(s) for worker needs.
- Apply and receive a Department of Labor Prevailing Wage Determination.
- Pursue certification of the requested visas through the Department of Labor.
- Petition for the requested visas from the United States Citizenship & Immigration.
- Receive approvals.
- Place workers in locations for Sunrise Landscape.

Sunrise Landscape follows all program protocols, including, but not limited to:

- Providing/reimbursing the worker for transport/subsistence from the worker's home to the worksite. We pay for inbound and outbound transportation, daily subsistence, and lodging for the time workers (U.S. and Foreign) are traveling to the starting worksite location from their home. We provide reimbursement for transportation/subsistence/necessary lodging and visa, visa processing, and border crossing fees.
- Follow the $\frac{3}{4}$ guarantee that beginning on the first day the worker arrives, the worker is guaranteed work hours equal to at least 75% of the workdays in each 12-week period (6 weeks for a short season of less than 120 days) and ending on your certified end date.
- Keep accurate records in regard to pay and earnings. Each worker is given a pay stub showing hours offered, hours actually worked, hourly rate and/or piece-rate of pay, and, if piece-rates are used, the number of units produced daily. The pay indicates total earnings for the pay period and all deductions from wages.
- Provide, at no charge, all tools, supplies, uniforms and equipment required to perform the duties assigned.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of this company that all employees and applicants for employment are guaranteed equality of employment opportunity. Essentially, this means that, as an employer, we will not discriminate against any worker or job applicant on the basis of race, color, religion, gender, age, gender identity, national origin, marital status, ability status or veteran status.

Recruitment, selection, placement, transfer, promotion, discipline, termination, reinstatement, training and education, tuition assistance, compensation, benefits and layoff decisions made by the supervisors or managers of this company will be based upon the job-related qualifications and abilities of candidates. In some cases, seniority may be treated as a factor to be considered in the selection process. Employees who apply for a promotion or transfer will be given equal consideration.

Any employee who believes there has been a denial of equal opportunity in the workplace has the responsibility and is encouraged to bring such matters immediately to the attention of a supervisor or manager. All complaints will be investigated, and a response resolution made to the employee.

Sunrise has a zero-tolerance policy towards unlawful discrimination. Persons engaging in such prohibited activities will be subject to discipline, up to and including termination without notice.

Americans with Disabilities Act (ADA)

Sunrise is committed to provide equal access and opportunities to job applicants and employees with qualified disabilities and prohibits discrimination on the basis of disability in the application process and the employment relationship. It is the policy and practice of the Company to comply with the Americans with Disabilities Act, as well as with applicable state and local laws prohibiting discrimination on the basis of a disability.

EQUAL EMPLOYMENT OPPORTUNITY

EEO Compliant Handling Procedures

It is this company's policy to regularly inform employees that the organization's dispute resolution system is available for handling discrimination complaints or problems. Employees who have Equal Employment Opportunity-related questions, problems or complaints should first communicate their concern to their immediate supervisor. If they are dissatisfied with the supervisor's handling of the matter, they may pursue their complaint in the company's formal dispute resolution procedure.

All will be handled fairly and expediently. No employee shall suffer complaints reprisals for seeking resolution of a problem through the procedure.

Statement of Commitment

As an employer, Sunrise Landscape welcomes the opportunity to affirm our continuing policy to provide equal employment or advancement opportunity and to dedicate ourselves to establishing a work environment which is free from discrimination.

As an employer, we will continually review our personnel practices and procedures to ensure that all supervisors and managers are adhering to our commitment to Equal Employment Opportunity principles. It is our expectation that all employees shall demonstrate respect for and awareness of the diversity of all our employees and model our corporate commitment to diversity.

EEO/AA Communication

This Equal Employment Opportunity Policy Statement shall be communicated to all supervisors and managers. It shall also be posted conspicuously (on company bulletin boards or common areas) and in areas where applicants are typically screened, interviewed and tested. The intent of this communication of the Policy Statement is that all of the company's employees are alerted and that job applicants are informed of our commitment. It is also the company's intent to include this Policy Statement in employee handbooks or orientation literature and to keep employees informed of Policy Statement changes or updates.

The terms "Equal Opportunity Employer" shall be utilized in recruitment advertisements and literature.

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, Non-Collusion, and Anti-Human Trafficking**

*[Request for Proposals for Landscape and Irrigation Maintenance Services]
Stoneybrook North Community Development District*

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

Name of Proposer: SUNRISE LANDSCAPE

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the "Scrutinized Companies that Boycott Israel List" nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

Anti-Human Trafficking

16. Our firm does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
17. Upon positive selection under the Request for Proposals, our firm intends to execute a contract with the Stoneybrook North Community Development District.
18. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Stoneybrook North Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work. Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.



Signature of Authorized Signatory of Proposer

Sworn before me on this 15 day of April, 2026



Notary Public Signature



Notary Stamp

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 110 Carillon Parkway St Petersburg FL 33716		CONTACT NAME: PHONE (A/C, No, Ext): 727-391-9791 FAX (A/C, No): 727-393-5623 E-MAIL ADDRESS: stahlstpetecertificates@higginbotham.net	
License# 2081754 SRLANDS-01		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED SR Landscaping, LLC 5100 W Kennedy Blvd, Ste 325 Tampa FL 33609		INSURER A: Pennsylvania Manufacturers' Association Insurance	12262
		INSURER B: XL Specialty Insurance Co.	37885
		INSURER C: FCCI Insurance Company	10178
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 998831615 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: \$25,000 <input type="checkbox"/> Property Damage GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GL10010439300	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Total Project Aggr \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Ded: \$350,000	Y	Y	1525751653188	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB10010439400	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2025751653188	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment			UM00201233MA25A	10/1/2025	10/1/2026	Max Per Item Occurrence \$250,000 Deductible \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Excess Liability Policy does not provide coverage over the Auto Liability Policy. Excess Liability is excess General Liability, employee benefits liability and employers' liability policy only.

SR Landscaping, LLC dba Sunrise Landcare

Certificate Holder is Additional Insured as respects to General Liability, Automobile Liability & Excess Liability as required by written contract with the named insured, executed prior to the "bodily injury", "property damage" or "personal and advertising injury". Subject to the terms, conditions and limits as specified in the policies.
 See Attached...

CERTIFICATE HOLDER *For Informational Purposes*	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Licenses and Certifications



Florida State Irrigation License



Florida General Contractors License



IFAS Palm Management



Certified Horticulture Professional



Certified Pest Control Operator

Thank you



Let's Grow Together!



Scott McDaniel

General Manager

smcdaniel@sunriselandscape.com 239258-1764

EXHIBIT 4

AGENDA

Irrigation Repair Labor Rate (repairs exceeding included minor repairs)

\$ 65.00 per hour

Servicing 12 Dog Waste Stations and 2 Trashcans at the Tot Lot/Dog Park (Once a week)

\$ 224.00 per month

Plant Replacement / Enhancements

To be quoted and approved by the District prior to installation.

Additional Proposal for Specific Plant Replacement

The Board currently would like pricing for replacing plants damaged by hard freezes, specifically along the northern tree line perimeter of the property and near the tot lot/dog park. Please provide separate proposal.

Note: All pricing above is based on the initial term from the contract effective date through September 30 of the District's current Fiscal Year. Optional renewal periods shall follow the District's Fiscal Year, October 1 through September 30, unless otherwise adjusted by mutual written agreement.

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Bradell Bruno

Title of Authorized Signatory of Proposer: CFO

Signature of Authorized Signatory of Proposer:  _____

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, Non-Collusion, and Anti-Human Trafficking**

*[Request for Proposals for Landscape and Irrigation Maintenance Services]
Stoneybrook North Community Development District*

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

Name of Proposer: Tony's Lawn and Landscaping LLC

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the “Scrutinized Companies that Boycott Israel List” nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida’s E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

Anti-Human Trafficking

16. Our firm does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
17. Upon positive selection under the Request for Proposals, our firm intends to execute a contract with the Stoneybrook North Community Development District.
18. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Stoneybrook North Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work. Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.



 Signature of Authorized Signatory of Proposer

Sworn before me on this 8th day of JUNE, 2026



 Notary Public Signature



 Notary Stamp



Tony's Lawn and Landscaping LLC Request for Proposal (RFP) for the following solicitation:

*RFP # Request for Proposals for
Landscape and Irrigation Maintenance Services*

*Stoneybrook North Community Development District
Lee County, Florida*

Tony's Lawn and Landscaping LLC

900 Pondella Rd
North Fort Myers, FL 33903

Mailing Address

PO Box 152015
Cape Coral, FL. 33915

Contacts:

Owner/CEO	Office/Accounts Payable
Tony Bruno	Bradell Bruno
(239) 770-1213	(239) 233-7054
tonysfordlandscaping@yahoo.com	tonyslawnandtree@outlook.com

Date of Submittal:

Authority to sign for the Firm: Tony Bruno (Owner/CEO), Bradell Bruno (Owner/CFO)

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2.0 Cover Letter / Statement of Interest

Tony's Lawn and Landscaping LLC has been providing expansive landscape maintenance services and materials in Southwest Florida since 2005. Being local to this proposed Landscape Services and Materials project, our company has the labor, equipment, and financial resources to swiftly and effectively carry out both scheduled functions as well as any issues that may arise.

As the current contract holder for this project, Tony's Lawn and Landscaping LLC has had a working relationship with Lee County Electric Cooperative for years and maintains direct service and communication for all applicable sites, including all sites within the proposal. Based on a prudent track record that may be verified by current project managers for LCEC, it can be confirmed that Tony's Lawn and Landscaping LLC maintains a 48 hour window from time of issue reported to time of issue resolved. All applicable staff have been trained on all safety requirements and additional precautions in order to properly service LCEC sites and all properties are maintained in a timely and exemplary manner.

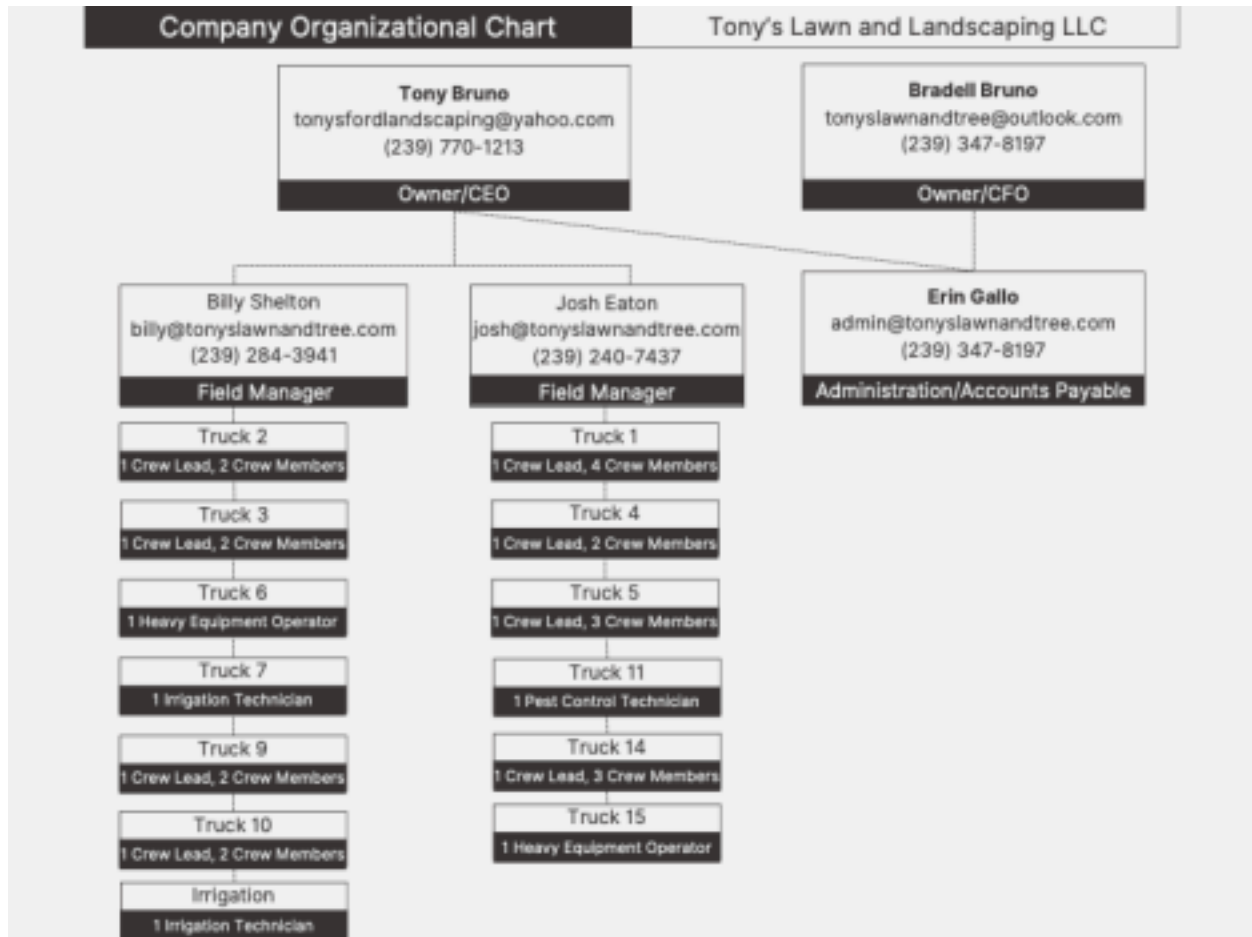
3.0 Table of Contents

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4.0 Company Profile

4.1

Please see graphic below for full organizational chart of Tony's Lawn and Landscaping LLC and applicable contact information for positions within the company.



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4.2

Tony's Lawn and Landscaping LLC was founded in 2005 and currently operates under a joint partnership with Tony Bruno and Bradell Bruno. Principal Personnel of the firm to be assigned for the duration of the contract will be Tony Bruno. Key Personnel for contract administration would be Tony Bruno for scheduling and communication for administrative purposes. Billy Shelton (General Manager) and Josh Eaton (Field Manager) are also to assume Key Personnel roles. See section 4.1 for contact information.

See section 4.1 for full staffing breakdown.

4.3

Tony's Lawn and Landscaping LLC meets the minimum requirement of being fully licensed and certified for the type of work to be performed in the State of Florida at the time of submission of this response to this Request for Qualifications.

Owner/CEO Tony Bruno, Field Manager Billy Shelton, and Field Supervisor Josh Eaton all separately have over 10 years of experience providing material and services for landscaping. All three personnel are Pest Control ID card holders. Tony Bruno's Best Management Practices (BMP) certification number is #GV5817-1.

Tony's Lawn and Landscaping is also licensed as a Dealer in Agriculture Products (Reg #AD2582), is a member of the Florida Nursery, Grower & Landscape Association, and the firm holds a Limited Urban Applicator License.

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4.4

Standard procedures that would be provided include but are not limited to the following: monthly schedule provided to project manager, supervisor for each crew on site during scheduled maintenance, and daily reports while visiting properties to ensure staying compliant.

4.5

Principal Personnel of the firm to be assigned for the duration of the contract will be Tony Bruno. Key Personnel for contract administration would be Tony Bruno

(Owner/CEO) with assistance from Erin Gallo (Administration/Accounts Payable) for scheduling and communication for administrative purposes. Billy Shelton and Josh Eaton are also to assume Key Personnel roles as field managers. See section 4.1 for contact information.

4.6

Tony's Lawn and Landscaping LLC meets the minimum requirement of being fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of this response to this Request for Qualifications. See Response Attachment for SunBiz, Business Tax Receipts, and Copy of Insurance.

4.7

All work will be completed by the Prime Contractor (100%) with no use of outside contractors in order to complete this project.

6

5.0 Qualification & Experience of Key Personnel/Team

5.1 Owner/CEO Tony Bruno, General Manager Billy Shelton, and Field Supervisor Josh Eaton all separately have over 10 years of experience providing material and services for landscaping. All three personnel are Pest Control ID hard holders. Tony Bruno's Best Management Practices (BMP) certification number is #GV5817-1.

Tony's Lawn and Landscaping is also licensed as a Dealer in Agriculture Products (Reg #AD2582), is a member of the Florida Nursery, Grower & Landscape Association, and the firm holds a Limited Urban Applicator License.

5.2

All members of the Tony's Lawn and Landscaping LLC team have many years of experience with municipality work and actively oversee multiple municipal projects/contracts, including with the City of Cape Coral. Our key staff members have decades of combined experience with similar scopes of work, in addition to other contracted work such as commercial and residential.

5.3

See licenses attached for Key Personnel in addition to company licenses. All have obtained CEUs through the State of Florida and maintain active status with FDACS. All additional copies are included with the submittal of all company documents within proper bid channels (lonwave).

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6.0 Understanding and Approach

Tony's Lawn and Landscaping LLC has purchased, delivered, installed, and secured via staking and strapping, ground cover plant material, trees, and palms to the City of Cape Coral and other similar contracts for many years. Beyond the procurement and installation, plants and trees are commonly warrantied, guaranteed to have proper irrigation adjustments made, and are continually trimmed and treated for pests for the duration of the contract or other stated terms.

7.0 Qualifications of the Firm or Team

7.1

Tony Bruno, the primary contact and project manager for this assignment, has owned and operated a landscape maintenance company for almost twenty years, and has had experience with large scale maintenance since Early 2016 with the City of Cape Coral and other municipalities prior. His contact information can be found above in section 4.1. Reference previous and current contracts held with cities, counties, cooperatives for additional information to compare contract length and scope of work.

7.2

In addition to ownership, both field managers have more than 10 years each of municipality work experience providing both services and materials, including for the City of Cape Coral, LCEC, Lee County, Hendry County. See Section 4.1 for contact information.

7.3

Please see section 5.1 for all current active memberships to professional organizations within the Green Industry.

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8.0 References

8.1 Please see below the contact information for (4) recent clients

1. Raymond Boss

Manager of Facilities and Security, *Lee County Electric Cooperative*
(239) 229-8019 - Raymond.Boss@lcec.net

2. Cadd Balogh

Water & Waste Plants Manager, *Lee County Utilities*
(239) 281-7632 - CBalogh@leegov.com

3. Dustin Davidson

Senior Construction Inspector Maintenance, *City of Cape Coral Public Works*

(239) 887-1147 - DDavidso@capecoral.gov

4. Bill Burdick

Superintendent, Public Works, Lee County Solid Waste Facilities
239-357-8037 - WBurdick@leegov.com

8.2

Tony's Lawn and Landscaping LLC has an office space located at 900 Pondella Road in North Fort Myers, where all operations are based out of. TL&L main HQ site owned and operated by TL&L consists of a green waste disposal facility (1000 cubic yard) with grapple truck capability, on site nursery for staging plants with irrigation, mulch storage area capable of stocking 160 pallets of material, three material bins for topsoil, fill dirt and stone just outside of the Cape Coral city limit in North Fort Myers. HQ consists of a full machine / tire / mechanic / weld shop where all truck and equipment repairs are

done on site by TL&L a full time mechanic to reduce any downtime due to equipment failure.

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8.4

Below is a list of all equipment owned by Tony's Lawn and Landscaping LLC, kept on site in North Fort Myers, just outside of Cape Coral city limits:

- Landscape Dump Trucks: Years between 2017 and 2024 (8 of these)
- F550 Altec bucket truck with 45' working height used for tree trimming operations.
- 2019 Isuzuz NPR4500 Spray Rig for chemical applications with 600 feet of hose for hard to reach areas and 1000 gallon capacity.
- 2024 Chevy W4500 pest control and fertilizer rig. Includes late model Z Spray machine for all fertilizer and pest control needs. 300 gallon capacity on truck with deep root injection capabilities.

- F550 and 36' Gooseneck trailer used for heavy equipment operations.
- Dovetail landscape maintenance trucks (Ramp trucks used for lawn maintenance that do not require trailers) Years between 2017 and 2025 (3 of these)
- Irrigation Truck: Rigged for all irrigation related repair items.

- Management Truck Fleet: Three F350 trucks and Two Ford Mavericks used for management on all sites.

- Mulch application Truck: This is a landscape dump truck equipped with a mulch blowing machine.

- Finn Bark Blower: Used for blowing in mulch on all sites.

- Trailers: Consists of a fleet of 10 trailers. Flat deck trailers for heavy equipment and landscape install projects. Enclosed trailers for landscape maintenance operations. Small equipment trailers for other daily operations.

- 2025 Kubota KX55 Excavator equipped with Sickle bar mower for mowing retention and detention areas along with lake banks. Also used with Spartan cutter head for overgrown hard to reach areas. This machine is also used for stump removals and large scale irrigation or planting projects.

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- 2024 Kubota 75-3 Skid steer. Equipt with grapple, bucket, forks, stump grinding attachment, tree auger attachment. Used for landscape operations and storm debris removals.

- 2025 Kubota M5-111 Tractor. Equipt with a 15 foot batwing mower used for outparcel mowing, detention mowing, ROW mowing. Also equipped with loader arm and can be used to assist with storm clean up and general landscape uses.

- Mower fleet: Consist of (40) late model zero turn mowers ranging between 48" and 72" decks. All engines above 30hp.

- Specialty Equipment: Scag Wind Storm drivable zero turn blower used for large scale projects such as parking lot cleaning and ROW blowing to reduce man power and time spent with backpack blowers.

- Stick equipment: Fleet consists of 140 pieces of stick equipment and blowers. (String trimmers, hedge trimmers, edgers, backpack blowers, pole saws, chainsaws, backpack sprayers, ext.)

8.5

Tony's Lawn and Landscaping LLC currently maintains roughly 300 municipality sites that fall under the same scope of work, including but not limited to municipality workload ranges in property from 500 sq ft to 50 acres per site. TL&L also maintains large scale private properties including HOAs and large scale private cooperatives.

The firm's current workload would not hinder any additional work as the firm is always adapting and expanding, and that would be the next plausible step upon award of this maintenance contract.

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9.0 Prior Experience with Similar Work and References

9.1

- > Current contractor for the LCEC Lawn Maintenance and Installation of Landscaping.
- > Lee County Utilities Lawn Maintenance Contractor
- > City of Cape Coral (Fire Department, Police Department, Utilities Department, Public Works Department, City Hall Facility, Fleet Maintenance Facilities) Lawn Maintenance Contractor.
- > Lee County Library Lawn Maintenance Contractor.
- > Lee County Sheriff Lawn Maintenance Contractor.
- > Lee County Solid Waste Lawn Maintenance Contractor.

9.2

References have been submitted within the Response Attachments, additional customer contacts and references can be provided privately upon request.

ESTIMATE

TONY'S LAWN AND
LANDSCAPING LLC
PO Box 152105
Cape Coral, FL 33915

tonyslawnandtree@outlook.com
+1 (239) 770-1213
www.tonylawnandtree.com



Bill to

District Mgr Audette Bruce
Stoneybrook North CDD
8700 Cascade Price Circle
North Fort Myers, FL 33903

Estimate details

Estimate no.: 2228
Estimate date: 06/09/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Landscape Installation	Location: 18588 Marlin Kite Lane, North Fort Myers, FL. Plant replacement of the perimeter hedge of the playground. These plants were frost burnt and in need of replacement. Approximately 175 linear feet of burnt shrubs in need of replacement. Replacement plants to be (40) 7 gallon coco plum shrubs, delivered and installed. When planting completed mulch is to be added to these areas to match existing.	1	\$2,036.25	\$2,036.25
					Total	\$2,036.25

Accepted date

Accepted by

ESTIMATE

TONY'S LAWN AND
LANDSCAPING LLC
PO Box 152105
Cape Coral, FL 33915

tonyslawnandtree@outlook.com
+1 (239) 770-1213
www.tonylawnandtree.com



Bill to

District Mgr Audette Bruce
Stoneybrook North CDD
8700 Cascade Price Circle
North Fort Myers, FL 33903

Estimate details

Estimate no.: 2227
Estimate date: 06/09/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Mulch	Playground Mulch located at 18588 Marlin Kite Lane, North Fort Myers FL. Mulch to be "play safe" that does not splinter. 2900 square feet of total coverage area to receive the play safe mulch. Pricing includes product, delivery and installation.	1	\$2,614.09	\$2,614.09
					Total	\$2,614.09

Accepted date

Accepted by

EXHIBIT 5

AGENDA

**Uniting Partners Through
Exceptional Landscape Services**



UNITED

Land Services

**Stoneybrook North
Community Development District**

6.10.2026

Stoneybrook North Community Development District
c/o Kai Community Management

RE: Landscape Maintenance & Irrigation Proposal

Dear Board and Management

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*[™] because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*[™] you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Kyle DuBois

Senior Business Development Manager, FL.
kdubois@unitedlandservices.com

Narrative of Scope of Services at Stoneybrook North CDD

General Requirements

- ULS is prepared to acquire any and all necessary equipment if not already owned to fulfill the contract requirements.
- Your Account Manager will serve as the main point of contact for Management. This will be your single-point-of-contact for all services.
- Field employees will be dressed in ULS branded uniforms at all times. Field crew members are required to wear dark green uniform shirts and ULS branded hi-viz yellow safety vests along with work style boots.
- All ULS vehicles will be clearly marked with our logo.
- A code of conduct and employee handbook outlining policies is provided to employees at the time of hire. Employees are required to review the handbook and sign an acknowledgment form stating they agree to it's content.
- PPE is provided to employees, and required for use at all times. Safety protocols are at the direction of our Fleet & Safety Manager and implemented by our Branch, Account and Production Managers.

Reporting

- ULS agrees and is open to regular meetings onsite to review necessary items.
- Your Account Manager will attend all Board meetings requested.
- Best efforts will be made to return calls and emails within same day.
- All reports provided in RFP will be used along side ULS reporting referenced in proposal.

Operations & Maintenance

Schedule Of Services

- Staffing will be four (4) mow crew members, and three to four (3-4) Detail Crew Members. Services can be completed in one day or split into two days if community wants less team members on property multiple days. Friday will be utilized as a rain make-up day, or special project day.
- Each day the crews are on property there will be a Production Manager on property overseeing the crews.
- Pricing includes a Irrigation Technician on property monthly.
- The property will be broken into sections
 - Mowing is to be completed each week.
 - Detail- the community will be broken into equal sections to complete the detail on a monthly basis.
 - Maps outlining these areas will be provided to the crew and property management.

Turf Services

Mowing

- Mowing frequencies will be completed per the Scope of Services.
- Production maps will be provided to the crew outlining the areas to be mowed per the contract documents. The entire community will be completed within two days.

- The crew will be instructed on what size and type of mower to use based on site conditions and turf type.
- The proper sequence of mowing operations will be outlined prior to job start.
- Patterns will be changed to avoid ruts building in turf.
- Care will be taken when mowing on right of ways and roadways to insure safety to crew members and the general public.

Edging & Trimming

- ULS will edge all hard areas weekly and soft beds on an every other cut sequence.
- MOT precautions will be taken when required.
- Trimming / weedeating will be performed per specifications.

Weed & Disease Control

- ULS will make applications based on site conditions and Best Management Practices.

Fertilization

- Fertilization blends shall be determined based on-site conditions and turf needs
- Soil samples will be taken to ensure the proper fertilization formulas are used.
- ULS will make application decisions based on Best Management Practices.
- Fertilization as directed by Scope of Services on St. Aug turf and irrigated Bahia.
- Fertilization application will follow all state and city guidelines including black out periods.

Pest Control

- As part of ULS Agronomic program, will utilize an IPM approach and Best Management Practices to determine application requirements.
- Constant monitoring of turf is vital to insure desired results. ULS staff is trained to identify areas of concern and coordinate treatment as needed.

Shrub and Groundcover Services

Pruning

- Crews will be provided a sectional detail map outlining the property boundaries. This map will evenly divide the property into four sections, each to be completed on a weekly basis.
- Crews will be directed to prune plants using Best Practices, specific to each plant type.
- Care will be taken not to remove buds or blooms on plants while flowering.
- All clippings will be removed after service.

Fertilization

- Fertilization blends shall be determined based on-site conditions and shrub needs.
- Blends will contain a complete bend of nutrients designed for ornamental shrubs.
- ULS will make application decisions based on Best Management Practices.
- Fertilization will follow scope of services for shrubs

Pest & Disease Control

- As part of ULS Agronomic program, will utilize an IPM approach and Best Management Practices to determine application requirements.
- Constant monitoring of shrubs and ornamentals is vital to insure desired results. ULS staff is trained to identify areas of concern and coordinate treatment as needed.

Tree & Palm Trimming

- Trees will be maintained to a height of 8' over pedestrian walkways and 15' over roadways.
- Palm pruning to be completed per scope of services.
- Fertilization will be done in conjunction with the ornamental shrub application.

Litter and Debris Removal

- Litter and Debris to be removed prior to mowing.
- All debris generated by maintenance services to be removed by ULS same day.

Weeding

- ULS will utilize chemical applications to maintain clean, and relatively weed free beds and mulched areas.
- ULS will follow all State & Federal requirements to make such applications. MSDS sheets will be made available.
- Best efforts will be made to keep areas with no mulch or groundcover present free from weeds, but no such guarantee can be made. Mulch and or dense groundcover is vital to weed free planting areas.

Irrigation Services

- Inspections will be completed on a monthly basis and an inspection sheet provided to the client thereafter.
- An initial audit report will be completed with in the first 30 days to access damages and deficiencies and reports will be presented to the Board of Supervisors/ District Manager
- ULS understands that all unreported maintenance deficiencies, parts and labor after the 30 day period will be assumed by the contractor.

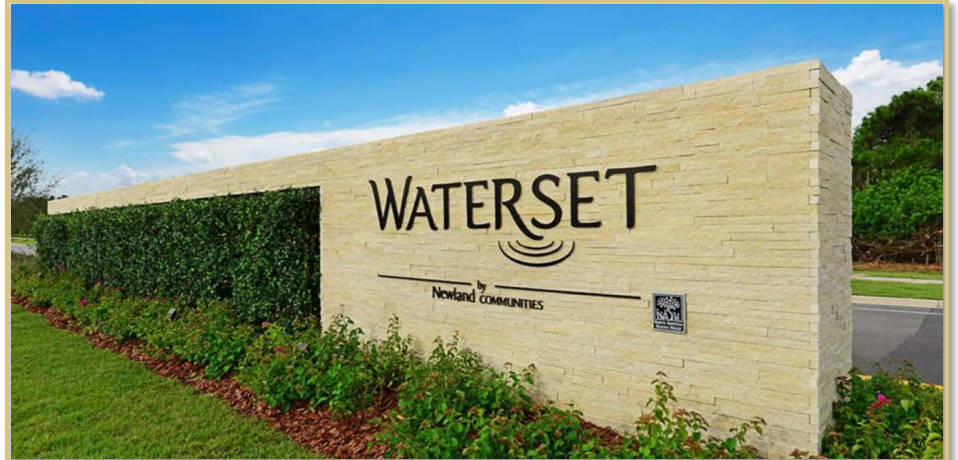
Palm Fertilization

- Palms to be fertilized per scope.
- Fertilization will follow all state and city guidelines abiding by all blackout guidelines
- OTC injections will be completed per scope for all specialty palms

Response Time

- ULS will provide a dedicated Account Manager that will serve as the SINGLE point of contact for the District for any service issues or communication.
- ULS operations team will conduct all audits of the community with reports, pictures and detailed explanations in the first 30 days to the Management and Board. This Site Audit will be done a monthly/quarterly rotation depending on the status of the current landscaping.

Exclusive Partnership



Exclusive Partnership



Property: Isles of Colliers Preserve

Name: Jeff Appleford- CAM
Email: jeff.appleford@fsresidential.com

Service: General Maintenance, Irrigation, Turf and Shrub Program. Annuals, Mulch and Palms. Including common areas on Twin Villas.

Address: 5570 Tobago Rd. Naples, FL. 34113



Property: Central Parc CDD I-3, HOA

Name: Sabrina Traeger- Regional Director
Email: straeger@castlegroup.com

Service: General Maintenance, Irrigation, Turf and Shrub Program. Annuals, Mulch and Palms. Homes and Villas maintenance free homes.

Address: 5456 Greenwood Ave. North Port, FL. 34287



Property: Country Club at Champions Gate

Name: Stephanie Taylor
 Email: Available upon Request
 Address: 8977 Dove Valley Way Four Corners, FL 33896
 Service: Maintenance free community consisting of 995 homes servicing the landscape maintenance, irrigation And Agronomics.



Property: Waterset South CDD

Name: John Toborg
 Email: Available upon Request
 Address: Apollo Beach, FL.
 Service: Landscape maintenance, Including horticultural services, irrigation maintenance, palm tree pruning, mulch installation, annual rotations. Waterset North and Central NOT included.



Property: Celebration CDD

Name: Angel Montagna- District Manager
 Email: Available Upon Request
 Service: Landscape maintenance, Including horticultural services, irrigation maintenance, palm tree pruning, mulch installation, annual rotations.
 Address: Celebration, FL.



Property: Swan and Dolphin Resort at Walt Disney

Name: Eric Oprion - COO
Email: Available upon request.
Service: General Maintenance, Irrigation, Turf and Shrub Program. Annuals, Mulch and Palms.
Address: Orlando, FL.



Property: Harbour Isles CDD

Name: Angel Montagna- District Manager
Email: Available upon request
Service: General Maintenance, Irrigation, Turf and Shrub Program. Annuals, Mulch and Palms.
Address: 121 Spindle Shell Way. Apollo Beach, FL.



Property: Magnolia Park CDD

Name: Barry Jesewich- District Manager
Email: Available upon request
Services: General Maintenance, Irrigation, Turf and Shrub Program. Annuals, Mulch and Palms. HOA areas NOT included.
Address: 9312 Blueberry Ash Cir. Riverview, FL.



Providing exceptional landscape services to partners across the state of Florida.

				
	 UNITED Land Services Kyle DuBois Senior Business Development Manager Phone: 813-476-0304 Email: kdubois@unitedlandservices.com			
				
				

United We Grow!



Reporting

Closing the Communication Gap: Irrigation and Agronomic Reports

Each irrigation inspection and agronomic application accompanied with report provided to management.



Job Name: _____
 Job Number: _____
 Controller: _____
 #Location: _____
 Date: _____

Tech Name: _____

Program	Start Time	Seasonal Adjust %	Run Days
A			M T W TH F S S
B			M T W TH F S S
C			M T W TH F S S
D			M T W TH F S S
E			M T W TH F S S
F			M T W TH F S S

Controller Make: _____
 Controller Model: _____ Two Wire Conventional
 Controller Status: Working Not Working
 Weather / Rain Sensor: Working Not Working
 Point of Connection Type: Potable Reclaim Well Lake
 Well & Pump Type: Pressurized Centrifugal
 Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	18
Spray / Rotor, Drip, Bubblers, MP?																	
Turf, Shrub, Flowers?																	
Run Time (Program)																	
Run Time (Program)																	
Battery Pack - Add a Zone, Doubler?																	
Zone Fault or Alarm?																	
CONTRACT/MAINT. REPAIRS																	
Replaced Head																	
Replaced / Cleaned Nozzle																	
Head Straightened / Adjusted																	
BILLABLE REPAIR																	
Head Broken 6" Spray																	
Head Broken 12" Spray																	
Head Broken 4" Rotor																	
Head Broken 6" Rotor																	
Broken Riser																	
Nozzle Fixed																	
Nozzle MP Rotor																	
Lateral Line Clogged																	
Drip Line Clogged																	
Drip Line Repair																	
Lateral Line Break 5'-1"																	
Lateral Line 1.5'-"																	
Main Line Repair																	
Valve Repair / Replacement																	
Broken Valve Box																	
Decoder																	
Solenoid																	
Valve Inoperable																	
NEEDED UPGRADES																	
Spray Head 4 to 6"																	
Spray Head 6 to 12"																	
Rotor 4 to 6"																	
Raise / Lower Head Turf																	
Raise / Lower Head Shrub																	
Relocate Head or Lateral																	

Job Name: _____		Branch Location: _____			
Job #: _____		Tech Name: _____			
Date: _____		ID Card: _____			
Turf Application? <input type="checkbox"/>		Scheduled Application? <input type="checkbox"/>			
Ornamental Application? <input type="checkbox"/>		Service Call? <input type="checkbox"/>			
TURF APPLICATION INFORMATION			ORNAMENTAL APPLICATION INFORMATION		
FERTILIZATION	WEED CONTROL	DISEASE & INSECT	FERTILIZATION	DISEASE & INSECT	
Liquid? <input type="checkbox"/>	Liquid? <input type="checkbox"/>	Liquid? <input type="checkbox"/>	Liquid? <input type="checkbox"/>	Liquid? <input type="checkbox"/>	
Granular? <input type="checkbox"/>	Herbicide Used:	Granular? <input type="checkbox"/>	Granular? <input type="checkbox"/>	Granular? <input type="checkbox"/>	
1) Product _____	1) Product _____	1) Product _____	Palms _____	Palms _____	Plants _____
Application Rate (lb/1000) _____	2) Product _____	Target Pest _____	Annuals _____	Annuals _____	All _____
2) Product _____	3) Product _____	2) Product _____	Selected _____	Selected _____	
Application Rate (lb/1000) _____	Granular? <input type="checkbox"/>	Target Pest _____	1) Product _____	1) Product _____	
3) Product _____	PreEmerge _____	3) Product _____	Application Rate (lb/1000) _____	Target Pest _____	
Application Rate (lb/1000) _____	Herbicide Used:	Target Pest _____	2) Product _____	2) Product _____	
Areas Treated: _____	1) Product _____	Areas Treated: _____	Application Rate (lb/1000) _____	Target Pest _____	
	2) Product _____				
	3) Product _____				

Closing the Communication Gap: Site Audits with Pictures

Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication through pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.

This report can be done monthly and provided to management before Board Meetings.

MAY LANDSCAPE AUDIT

Betty, Paul & Cristi In Attendance

Tuesday, May 12, 2026

Prepared For Board Of Supervisors

17 Issues Identified



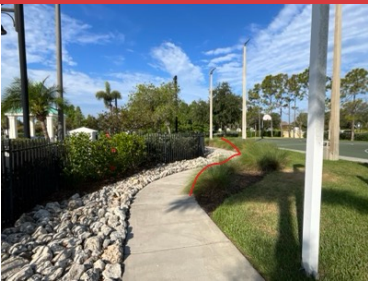
ISSUE 1

Assigned To Crew
Trim blue daze in half next visit



ISSUE 2

Assigned To Crew
Tip Podocarpus



ISSUE 3

Assigned To Crew
Trim grasses off sidewalk



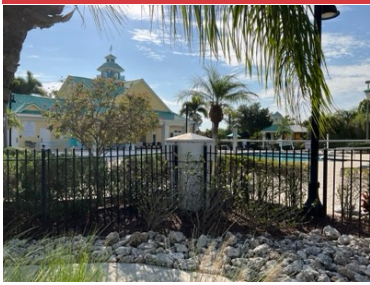
ISSUE 4

Assigned To Crew
Remove low pine limbs



ISSUE 5

Assigned To Crew
Flush cut this holly



ISSUE 6

Assigned To Irrigation

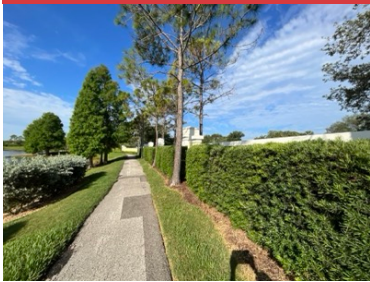
Do we have proper coverage on hibiscus?



ISSUE 7

Assigned To Crew

Tip prune silver buttonwood hedge



ISSUE 8

Assigned To Crew

Tip prune Podocarpus



ISSUE 9

Assigned To Crew

Tip plumbago



ISSUE 10

Assigned To Irrigation

Hot spot



ISSUE 11

Assigned To Cristi

What is causing this on Hong Kong Orchids?



ISSUE 12

Assigned To Crew

Trim plumbago off deck next visit



ISSUE 13

Assigned To Crew

Remove weed growing through playground stairs



ISSUE 14

Assigned To Crew

Blow debris out of rip rap next visit



ISSUE 15

Assigned To Crew

Hand prune top of hibiscus and off of wall

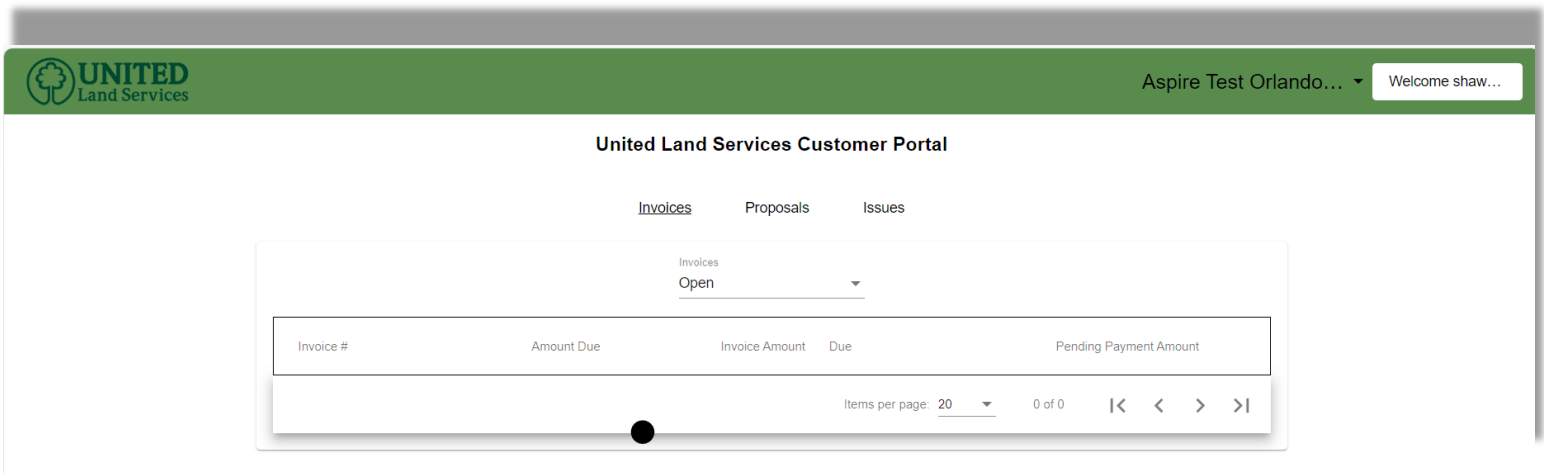
Closing the Communication Gap: Work Order Software

Accountability, Communication and Productivity

United Land Services Work Order System Powered by:



United Land Services is dedicated to ensuring our valued partners receive the highest level of communication for a success long term partnership. Our work order system gives the client all the tools needed to stay informed on their property. The Aspire work order system is a user friendly software system that compliments our strong level of communication while providing accountability for our dedicated team.



FEATURES:

- View Invoices
- Pay Invoices
- View Proposals
- View Past Work Orders
- Review Updates on Work Orders
- View Landscape Experts Notes
- Sign Proposals
- Create Issues
- Submit Work Orders

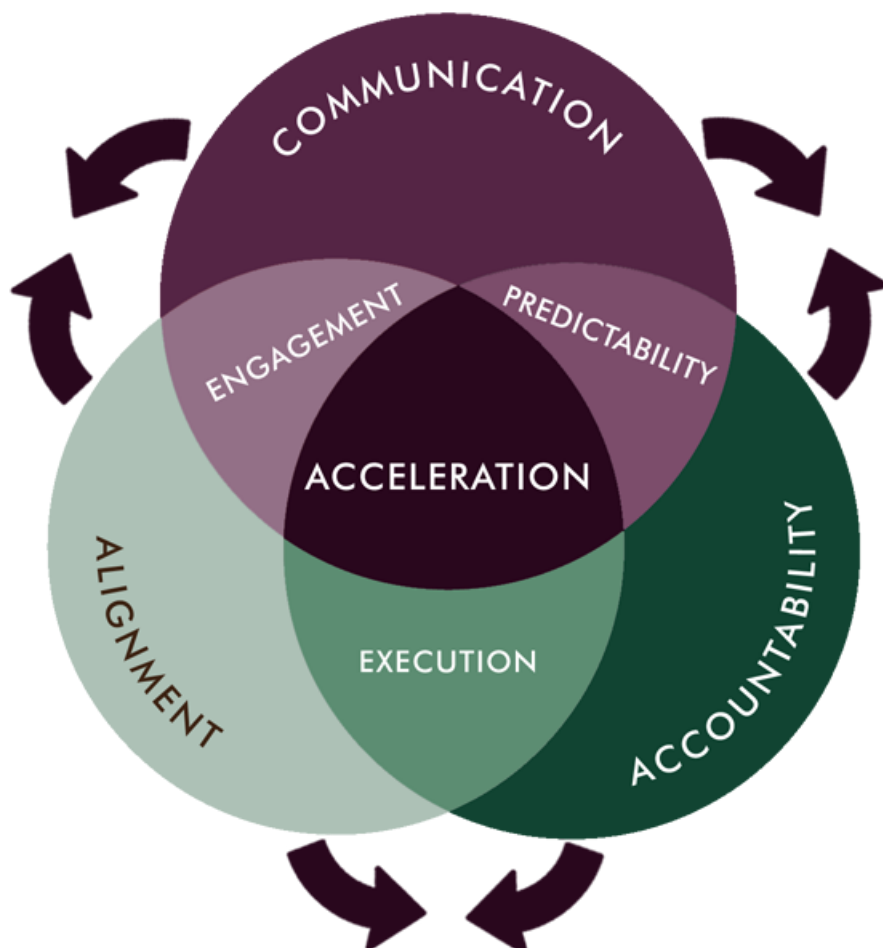
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals. (Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.





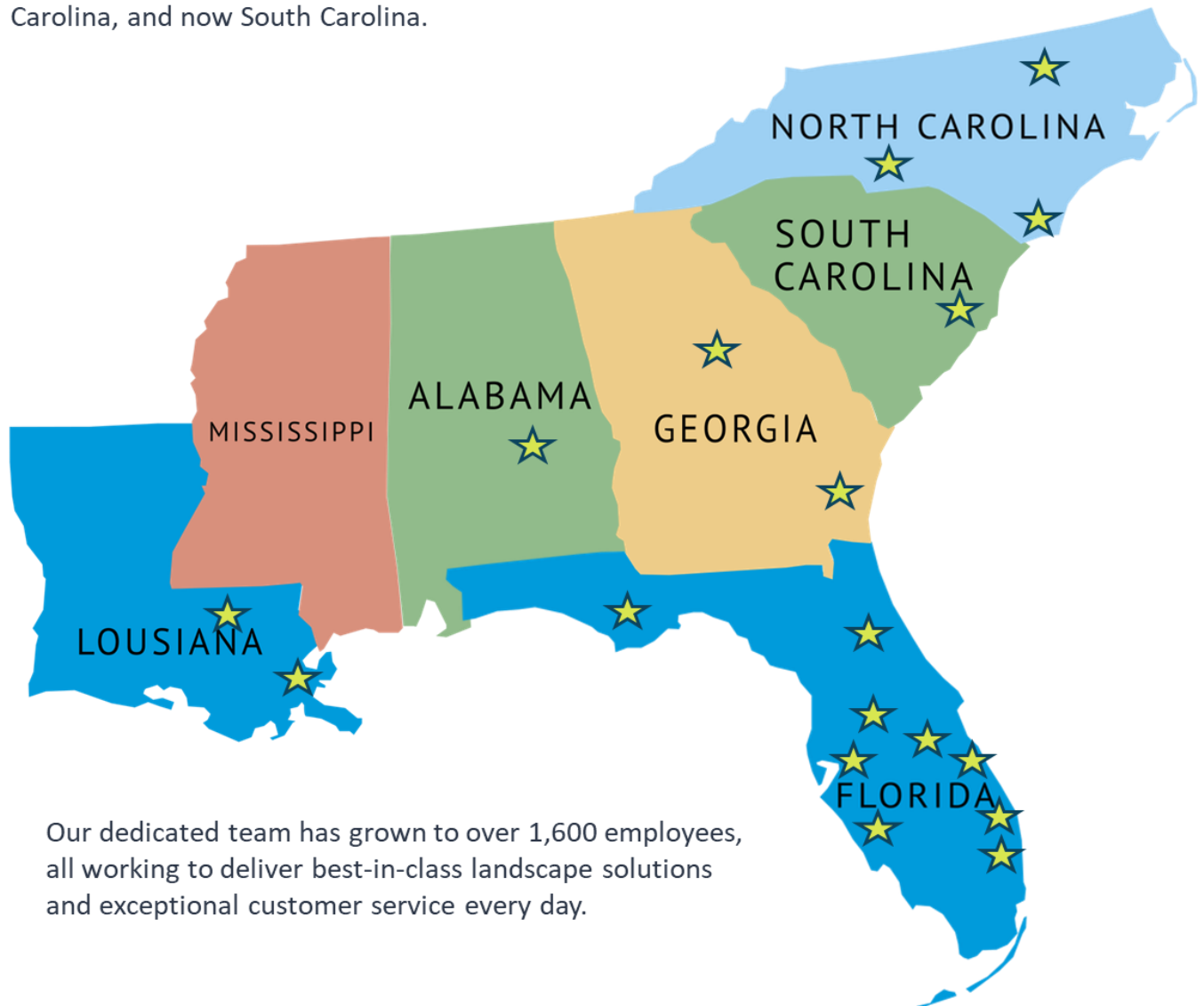
**Company Culture,
Experience & Services**

Company History

Servicing the Southeast with Expert Landscaping

How It All Started

Founded in 2001 as United Landscapes, United Land Services has grown from a local provider into a leading name in commercial landscape design, installation, and maintenance across the Southeast. Through strategic growth and a commitment to quality, we now serve hundreds of commercial clients from more than 30 locations throughout Florida, Georgia, Alabama, North Carolina, and now South Carolina.



Our dedicated team has grown to over 1,600 employees, all working to deliver best-in-class landscape solutions and exceptional customer service every day.

Products & Services

We Are Your All-Inclusive Service Provider



Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Driveways & Entranceways

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.

Irrigation Experts

Your Team of Certified & Licensed Specialists



Installation, Maintenance & Repairs

- **Installation** - At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.
- **Maintenance** - Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.
- **Improvements** - Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.



Agronomics Program

Certified Pest Control Operators



Fertilization, Pest Control & Agronomy Management

- **Fertilization** - We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- **Pest Control** - United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- **Agronomy Management** - We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.

Landscape Design Team

Unlocking Your Property's Full Potential



You want your landscape to look its best—but you may not be sure where to begin.

Whether you need a full design plan for a new development or simply want to refresh a few key areas in your existing landscape, our Landscape Designers are here to help you unlock your property's full potential.



Our team consists of specially trained, highly creative professionals. They stay current with the latest trends in landscape design and understand the plant materials best suited for your local environment. That means the plants we recommend will not only look great but will thrive long after installation. After all, the last thing you want is to invest in new landscaping only to watch it struggle or fail within the first year.



Your design process begins with a collaborative meeting to discuss your goals and vision. From there, your designer will create detailed photo renderings, giving you a realistic preview of your new landscape before any planting begins. You'll be involved at every step, ensuring the final result reflects your expectations.

Best of all, we provide landscape design as a complimentary service for our current landscape maintenance clients when we complete their landscape enhancements.

Existing



Landscape Design Suggestions

- Remove all groundcover
- Keep Bald Cypress
- Reduce beds and add sod

Add:

- Arboricola 'Trinette'
- Viburnum 'Awabuki'
- European Fan Palm
- Hawaiian Ti 'Red Sister'
- Dwarf Oleander 'Petite Pink'
- Crinum Lily 'Queen Emma'
- Liriope 'Super Blue'
- Lantana 'Gold'



Potential

Hurricane Preparedness

Plan of Action



Phase 1

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thorough-fares in common areas

Phase 2

- Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stock-piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove “hangers”,



Prioritizing Safety

Minimizing Risks

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing



Vehicle Safety

Minimizing Risks

ONBOARDING SAFETY TRAINING

Safety starts the moment a team member is hired with a comprehensive training on proper vehicle, equipment and operational training.. Our goal is to ensure the crew and public are safe from leaving the branch, parking the vehicle to driving through a community. United Land equips our fleet and crews with the proper attire, markers and equipment to redirect traffic in safe manner so a job can be completed safely.



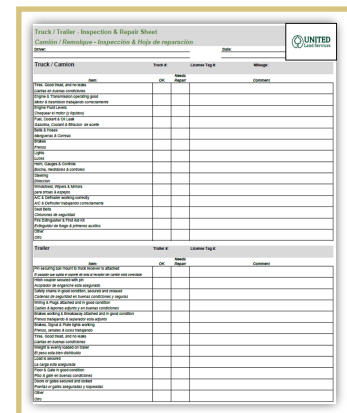
SOFTWARE MONITORING SYSTEMS:

Along with visual inspection, there are software system United Land has established to ensure the safety of our team and the public.

- Our ongoing MVR tracking and reporting application to review driver eligibility using a point system.
- Our GPS Monitoring Program allows our safety and fleet team to monitor speed, idle time and location.

DAILY VEHICLE INSPECTION:

A daily vehicle inspection is completed each morning to identify items that could pose risk to our employees and the general public . This inspection is then completed again upon return to the branch to ensure each vehicle and trailer are safe while on the road.



Truck / Camión		Truck #	License Tag #	Inspector
Motor / Motor				
Oil / Aceite				
Water / Agua				
Brakes / Frenos				
Lighting / Iluminación				
Wipers / Limpiaparabrisas				
Steering / Dirección				
Exhaust / Escape				
Fluids / Líquidos				
Structure / Estructura				
Tires / Neumáticos				
Other / Otros				
Inspector / Inspector				

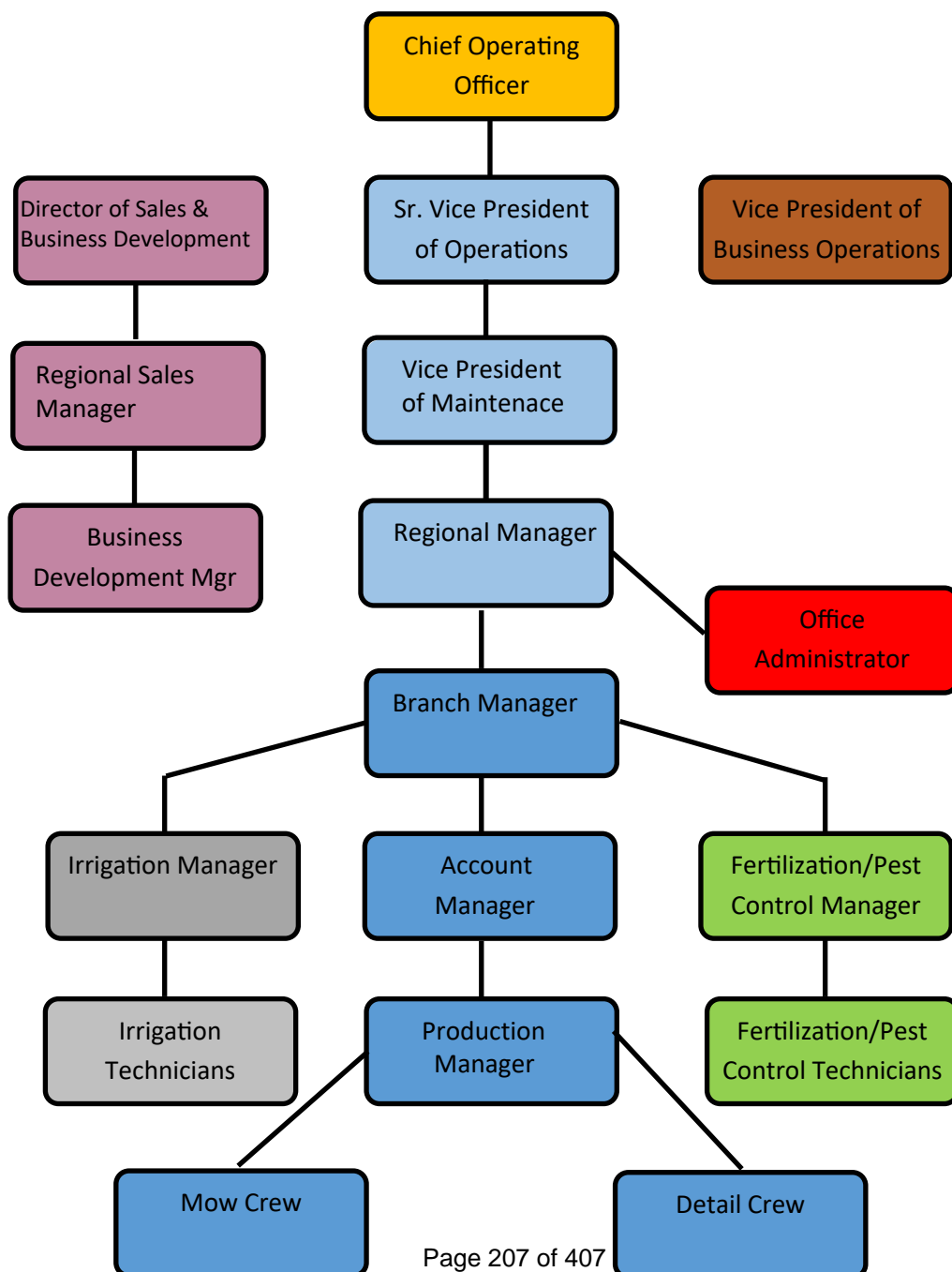


**Key Management
&
Personnel**

Personnel

Corporate Structure

United Land Services operates with a multi-layered accountability system, extending from our CEO to our crew members. This structure ensures robust support for our team and delivers top-notch service to our clients. By setting clear expectations, providing training, and fostering a culture of excellence, we empower each member to excel in their role, guaranteeing professionalism and quality in every interaction. Our commitment to accountability not only strengthens internal cohesion but also ensures that clients receive the utmost satisfaction in every project.



Personnel

Meet Your Leadership Team

United Land Services has diligently prioritized hiring top-quality staff members since 2001. This commitment ensures that we consistently deliver superior services and maintain open, effective communication channels with our clients. Our dedicated team remains the cornerstone of our success, driving excellence in every aspect of our operations.

Regional Vice President

- Jason Ackman
- Oversees all branches involving landscape maintenance and installation.

Regional Director

- Brett Perez
- Oversees all United Operations in the Region and Offers Assistance to Local Branches.

Branch Manager

- Anthony Hudson
- Leads operations and safety for the entire branch. Is responsible for all clients branch level.

Account Manager

- Chad Allen
- Onsite Management for all crews and primary point of contact for the community.

Business Development Manger

- Kyle DuBois
- Works with the district to ensure a smooth onboarding process and secured partnerships.

Vice President of Business Ops

- Tom Enright
- Develops a comprehensive safety plan company wide. Provides capitol resources for all branches.

Ray Leach

Chief Executive Officer



Ray Leach is the driving force behind the day-to-day operations. At United Land Services his role includes law and finances, strategic planning, analytical thinking, business development and operations management. His extensive knowledge in the landscape industry has made Ray a successful, demonstrated leader over his 30-year industry tenure.

Experience

2021 - Present

United Land Services – Chief Executive Officer

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Oversee expenses and budgeting to help the organization optimize costs and benefits

1994 - 2021

Southern Scapes – President

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

Licenses & Skills

- Certified Irrigation Contractor
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

Contact

12276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
rleach@unitedlandservices.com
linkedin.com/in/ray-leach-8bb505174/

Donnie Cope

Senior Vice President of Operations



Accomplished and goal-driven Vice President with more than 7 years' experience in strategic and tactical business leadership. Expertise includes managing business process change to achieve maximum results with effective planning, organization and communication skills as well as a solutions-oriented approach to problem-solving.

Experience

2015 - Current

United Land Services – VP of Operations

- Establishes, implements, and communicates the strategic direction of the organizations operations division.
- Collaborates with executive leadership to develop and meet company goals while supplying expertise and guidance on operations projects and systems.
- Collaborates with other divisions and departments to carry out the organization's goals and objectives.
- Identifies, recommends, and implements new processes, technologies, and systems to improve and streamline organizational processes and use of resources and materials.
- Designed and manages Northeast Florida operations with a diverse staff of qualified project managers

2016 - 2020

Florida Turf Grass – Owner

- Sod sales, installation and grading services for Northeast Florida.

2014 - 2016

Outdoor Concepts – Owner

- Landscape design and construction services for Northeast Florida.

Education

2001 - 2003

A.A. Business Administration and Management

St. John's Community College

Licenses & Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

12276 San Jose Blvd. Ste, 747

Jacksonville, FL 32223

904-829-9255

dcope@unitedlandservices.com

[linkedin.com/in/donnie-cope-69677b20/](https://www.linkedin.com/in/donnie-cope-69677b20/)

Jason Ackman

Regional Vice President



Jason joined the United Land Services team as the Regional Vice President bringing about 30 years of commercial landscape experience and knowledge to the team. Jason has held a variety of roles in the green industry from operations to owner which plays an integral part in the companies goal to continuously improve for our future and current clients. His expertise will prove as an asset as we continue to grow in commercial landscape industry.

Experience

2023 - Present

United Land Services – Regional Vice President

- Formulate best practices in the green industry with all branches
- Implement efficient policies and procedures
- Coordinate labor operations and find ways to ensure customer retention
- Evaluate risk and lead quality assurance efforts
- Develop and oversee budgets and PNL
- Drive an ever improving safety culture

2022-2023

Benchmark Landscaping – President/ Owner

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

2021-2022

Greenleaf Landscaping – President

- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

2017-2021

Vesteco Management – President/Owner of Multifamily Management

2015-2017

Yellowstone – Area Field Director

1996-2017

Ackman Brothers Landscape – President/ Owner

Licenses & Skills

- Leadership
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

Contact

407-435-9554

jackman@benchmarklandscapingfl.com

Brett Perez

Regional Manager of Maintenance



Brett serves as our South Florida Regional Manager of maintenance. He has extensive knowledge in the green industry. Brett brings over 16 years of experience to the table. He takes pride in his attention to detail and customer service, a quality that he instills throughout his entire team. He strives to meet and exceed the needs of every customer, no matter how big or small.

Experience

2023 - Current

United Land Services – Regional Manager

- Achieving business goals and revenue targets.
- Overseeing daily operations, managing budgets, and setting performance objectives.
- Recruiting, training, and supporting branch managers
- Developing and implementing best practices in the green industry
- Planning, evaluating, and optimizing operations to be efficient and cost-effective.
- Dealing with escalated customer issues and incident reports.

2023- 2023

Benchmark Landscaping –Chief Operating Officer

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws

2021-2023

Inframark Management Services - Area Field Director

- Lead staff by communicating job expectations; planning, monitoring, and appraising job results;
- Design, develop, implement strategic site standards to address the Company's standards and client requirements.
- Instructing field crews on season specific work such as fall pruning, fertilizations, weed treatments, mulching, etc.

2015- 2021

Yellowstone Landscape -Branch Manager

2013-2015

Austin Outdoor -Branch Manager

2010-2012

Buckhorn Springs Golf and Country Club -Golf Course Superintendent

Education

B.S. of Science Turf Science

University of Florida

Licenses & Skills

- Organization
- Problem solving
- Teamwork
- Leadership

Contact

813-784-1162

bperez@benchmarklandscapingfl.com

Anthony Hudson

Branch Manager

An accomplished senior executive with 37 years of experience in operations management, business development, consulting, Mergers and Acquisitions, and financial oversight.

Proven history of driving significant revenue growth, improving financial performance, and leading large teams to success. Adept at managing multi-million-dollar budgets, enhancing operational efficiency and implementing strategic initiatives.

Consistently demonstrates ability to oversee regional and corporate functions, ensuring alignment with organizational goals and supporting ambitious standards of excellence.

Recognized for exceptional leadership, innovative problem-solving, and the ability to thrive in fast-paced, dynamic environments to serve the organization and client base.

We have assembled the finest team to offer South Florida a better landscaping partner. Please see below for some of our leadership.

Chad Allen

Account Manager

Results-driven landscape and operations leader with 15+ years of experience in commercial landscape maintenance, enhancement operations, irrigation management, arbor care, and branch leadership throughout Southwest Florida. Proven track record of managing large crews, multimillion-dollar portfolios, and delivering exceptional service to HOA, commercial, and residential clients. Skilled in team leadership, budgeting, client relations, operational efficiency, and driving profitability while maintaining the highest standards of quality, safety, and customer satisfaction.

Experience

2025 – Present

United Land Services – Branch Manager

- Lead daily operations for the Naples branch servicing commercial and HOA landscape maintenance accounts.
- Manage production, irrigation, account management, and field personnel.
- Oversee scheduling, labor allocation, equipment utilization, and operational efficiency.
- Conduct weekly operations meetings to review production goals, staffing needs, safety concerns, upcoming projects, and material requirements.
- Partner with property managers, board members, and clients to maintain high service standards.
- Monitor branch profitability, labor performance, enhancement opportunities, and customer retention.
- Develop corrective action plans to improve quality, efficiency, and team accountability.

15+ Years of Landscape Operations Leadership

Southwest Florida

- Managed large landscape maintenance crews and field operations.
- Designed and installed landscape improvements and renovation projects.
- Developed fertilization and integrated pest management programs.
- Directed irrigation troubleshooting, repairs, audits, and water management initiatives.
- Supervised tree trimming, palm maintenance, sod replacement, and seasonal color programs.
- Managed equipment fleets, inventory, and operational budgets.
- Trained crew leaders and field personnel on safety, production standards, and horticultural best practices.



Education

High School Diploma

Continuing Education in:

- Landscape Operations
- Horticulture
- Irrigation Systems
- Crew Leadership & Safety Management

Certifications & Licenses

- Florida Driver License
- Florida Best Management Practices (BMP) Certification
- Florida Nursery, Growers & Landscape Association (FNGLA) Certification
- OSHA Safety Training Certification

Skills & Expertise

- Landscape Operations Management
- Commercial Landscape Maintenance
- Irrigation Management
- Enhancement Operations
- Landscape Design
- Horticulture & Plant Health Care
- Tree & Palm Care
- Fertilization Programs
- Integrated Pest Management (IPM)
- Budgeting & Cost Control
- Crew Leadership & Development
- Scheduling & Route Optimization
- Equipment & Fleet Management
- Property Inspections
- Client & Property Manager Relations

Contact

- 📞 (239-572-2524)
- ✉️ callen@unitedlandservices.com
- 📍 Alva, Florida

Brian Easley

Director of Agronomics



Seasoned certified pest control operator with over 18 years of experience in the industry. Proven ability to identify and suppress or eliminate pests while providing excellent customer service. Passion for performing and supervising year-round maintenance field operations involving Florida turfgrass and ornamentals.

Experience

2019 – Present

United Land Services – Horticulture Manager

- Built out the United Land Services in house Agronomics Division
- Oversee and manage full time technicians that deliver best in class quality and results to commercial landscapes turf grasses and ornamentals.

2007 - 2019

TruGreen – Horticulture Manager

- Oversaw company growth and retention.
- Managed a 2M book of business from all aspects.

Licenses & Skills

- Certified Pest Control Operator
- Lawn & Ornamental
- General Household Pest Control
- Safety
- Problem solving
- Teamwork

Contact

12276 San Jose Blvd. Ste, 747

Jacksonville, FL 32223

904-829-9255

beasley@unitedlandservices.com

Cecil Gester

Director of Irrigation



Accomplished and energetic individual with a solid 30-year history of achievement in the landscape industry. Motivated manager with strong organizational and prioritization abilities. Areas of expertise include irrigation, drainage, and training. Skilled in training and mentoring employees to develop every technician to full potential.

Experience

2019 – Present

United Land Services – Irrigation Director

- Oversees all aspects of irrigation and enhancements for our commercial maintenance division.

1993 - 2021

WaterLink – Owner

- Oversaw multi-million dollar company in Jacksonville
- Managed and worked with Green Industry Professionals for 30+ years

Licenses & Skills

- Time Management
- Troubleshooting
- Training
- Safety
- Advanced Knowledge of Cloud Technology Systems

Contact

12276 San Jose Blvd. Ste, 747

Jacksonville, FL 32223

904-509-2232

cgester@unitedlandservices.com



Certification

Your Agronomics and Irrigation Specialists



State of Florida
 Florida Department of Agriculture and Consumer Services
 Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR


Certificate Number: JF187533
Joel Winternitz

This is to certify that the individual named above is a Certified Pest Control Operator and is privileged to practice
 Lawn and Ornamental


in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.




Issue Date: 05/30/2025
 Expiration Date: 06/01/2026
 WILTON SIMPSON
 Commissioner of Agriculture



Donald Cope

Certificate: Has Completed a FDOT Approved Temporary Traffic Control  anced


605991

Issued: 02/10/2023 **Training Provider:** myTTOnline
 83 Geneva Dr. Suite 621394
 Oviedo, FL 32762
 Ph: 407-901-0206

Expires: 02/10/2027

Instructor: M. H.

myTTOnline
 Verify this Certificate at www.motadmin.com.



Ron DeSantis, Governor
 Melanie S. Griffin, Secretary

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES


LEACH, DAVID R JR
 UNITED LAND SERVICES OPERATING LLC
 12276 SAN JOSE BLVD SUITE 747
 JACKSONVILLE FL 32224

LICENSE NUMBER: SCC131153709
 EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/29/2025
 Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.


The International Society of Arboriculture
 Hereby Announces That

David J Rivera

Has Earned the Credential
ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Peltzman
 Caitlyn Peltzman
 CEO & Executive Director

9 June 2015	30 June 2028	FL-6545A
Issue Date	Expiration Date	Certification Number




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

Date	File No.	Expires
April 1, 2022	LF323729	April 1, 2026

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 1, 2026

KEELY HAVERLAND
 10670 HERITAGE FARMS ROAD
 LAKE WORTH, FL 33449

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

Florida Department of Agriculture and Consumer Services
 Bureau of Licensing and Enforcement
Commercial Applicator
 License # CM500175

Alcantara, Robert
 1717 katherine ct
 Lake Worth Beach, FL 33461

Categories
 3

Issued: 06/27/2025 **Expires:** 06/27/2029

Wilton Simpson
 Signature of Licensee
 WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Certification

Your Agronomics and Irrigation Specialists





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEACH, DAVID R JR

UNITED LAND SERVICES OPERATING LLC
12276 SAN JOSE BLVD SUITE 747
JACKSONVILLE FL 32224

LICENSE NUMBER: SCC131153709

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 05/29/2025

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This is your license. It is unlawful for anyone other than the licensee to use this document.





**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr Florida STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SCC131153709 ISSUED: 05/29/2025
 CERTIFIED SPECIALTY CONTRACTOR
 LEACH, DAVID R JR
 UNITED LAND SERVICES OPERATING LLC
 IRRIGATION SPECIALTY CONTRACTOR


 Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
 EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: SCC131153709

EXPIRATION DATE: AUGUST 31, 2026

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LEACH, DAVID R JR
UNITED LAND SERVICES OPERATING LLC
12276 SAN JOSE BLVD SUITE 747
JACKSONVILLE FL 32224



ISSUED: 05/29/2025

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Certification

Your Agronomics and Irrigation Specialists

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

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Florida ULS Operating LLC

2 Business name (disregarded entity name, if different from above)
United Land Services

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

Individual sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

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

Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
12276 San Jose Blvd Suite 747

6 City, state, and ZIP code
Jacksonville, FL, 32223

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								


8 5 - 2 4 9 7 9 2 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **1/8/202**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transaction)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0C36861
New York-Alliant Ins Svc Inc
101 Park Ave 14th Fl
New York, NY 10178
CONTACT NAME: Dennis Padick
PHONE (A/C, No, Ext): (732) 784-9789
FAX (A/C, No):
E-MAIL ADDRESS: dennis.padick@alliant.com
INSURER(S) AFFORDING COVERAGE
INSURER A : Federated Mutual Insurance Company NAIC # 13935
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Legacy Preserve Neighborhood Association, Rye Ranch Master POA and CCMC is an Additional Insured Subject to the Conditions of the Additional Insured - Owners, Lessees or Contractors - Automatic Status when required in Construction Agreement with you Endorsement for General Liability. Additional Insured subject to the conditions of the Additional Insured by Contract Endorsement for Business Auto Liability.

CERTIFICATE HOLDER: Legacy Preserve Neighborhood Association, Rye Ranch Master POA and CCMC, 8360 E. Via De Ventura L100, Scottsdale, AZ 85258
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]



Development Strategy

Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform



A Reputation of Excellence



Full-Suite of Services



Experienced Management Team



Relationship-Oriented Service

Phased Development Strategy

Plan of Action

Phase I (Days 1-30)

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.



Phased Development Strategy

Plan of Action

Phase 2 & 3 (Days 31-90)

- Examine Phase I results and modify “Plan of Action” if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.





RFP Bid Proposal Forms

Pricing Bid Forms

Qualification Statement

Evaluation Criteria

PROPOSAL FORM
PART I - GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name Florida ULS Operating, LLC BDA United Land Services, LLC

Street Address 12276 San Jose Blvd Ste 747

P. O. Box (if any) n/a

City Jacksonville State Florida Zip Code 32223

Telephone 904-829-9255 Fax no. _____

1st Contact Name Jason Ackman Title VP Maintenance

2nd Contact Name Brett Perez Title Regional Manager

Parent Company Name (if any) United Land Services Operating, LLC

Street Address 12276 San Jose Blvd Ste 747

P. O. Box (if any) n/a

City Jacksonville State Fl Zip Code 32223

Telephone 904-829-9255 Fax no. _____

1st Contact Name Ray Leach Title CEO

2nd Contact Name Donnie Cope Title Senior VP

- Company Standing:

Proposer's Corporate Form: Limited Liability Company
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Delaware Date 4/2020

Is the Proposer in good standing with that State? Yes x No

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes x No

If no, please explain _____

- What are the Proposer's current insurance limits?

General Liability \$ 1,000,000
Automobile Liability \$ 1,000,000
Workers Compensation \$ 1,000,000
Expiration Date 3/31/2027

- Licensure - Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Please see certifications attached in proposal.

PROPOSAL FORM
PART II - PERSONNEL AND EQUIPMENT

- List the location of the Proposer's office, which would perform work for the District.

Street Address 3973 Arnold Ave, Naples FL 34104

P. O. Box (if any) _____

City Naples State FL Zip Code 34104

Telephone 813-476-0304 Fax no. _____

1st Contact Name Brett Perez Title Regional

2nd Contact Name Anthony Hudson Title Branch Manager

- Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:

1-2 Supervisors, who will be onsite 1-2 days per week;
2 Technical personnel, who will be onsite 2 days per Month; and
7 Laborers, who will be onsite 1-2 days per week.

- Officers and Supervisory Personnel - Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.
- Technical Personnel - Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes X No If yes, please provide the following information for each person (attach additional sheets if necessary):

STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

OFFICERS

PROPOSER: Florida ULS Operating , DBA United Land Services

DATE: 6.11.2026

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Jason Lamb	Title treasurer / CFO	Oversees all financials	Jacksonville, Fl
David Ray Leach	CEO	Oversees entire company	Jacksonville, Fl
Tatiana Kurtiyakova	Title Authorized Rep	Oversees AP/AR dept.	Jacksonville, Fl
Tom Enright	VP Business Ops	Oversees fleet/ safety / SOP	Jacksonville, Fl
FOR PARENT COMPANY (if applicable)			
NAME	OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Jason Lamb	Title treasurer / CFO	Oversees all financials	Jacksonville, Fl
David Ray Leach	CEO	Oversees entire company	Jacksonville, Fl
Tatiana Kurtiyakova	Title Authorized Rep	Oversees AP/AR dept.	Jacksonville, Fl
Tom Enright	VP Business Ops	Oversees fleet/ safety / SOP	Jacksonville, Fl

STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT - RFP LANDSCAPING

SUPERVISORY

PERSONNEL

WHO WILL BE INVOLVED WITH THE WORK

PROPOSER: Florida ULS Operating, DBA United Land Services

DATE: 6/11/2026

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Donnie Cope	Senior VP	Oversee all operations	Jacksonville		11	20
Jason Ackman	VP Maint.	Oversees Maint. Div. Ops	Orlando		10	25
Brett Perez	Regional	Oversees Central FL. Ops	Naples		5	14
Anthony Hudson	Branch Mgr	Oversees Branch Ops	Naples	5%, 1	30	25
Chad Allen	Account Mgr	Oversees Crews/ Client	Naples	40%, 1	15	31
Cecil Gester	Irrigation Mgr	Oversees Irrigation Ops	Naples	25% 1	15	21
William Jeffrey	Production Mgr	Oversees Crew Efficiency	Naples	25%, 1	3	3

**PROPOSAL FORM
PART III - EXPERIENCE**

- *Has the Proposer performed work for a community development district previously? X Yes*
If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Wataset South CDD Name/Location:

Contact: John ToBorg Contact
Phone: 813-933-5571

Project
Type/Description: CDD Common Area Commercial Landscape
Dollar \$600,000 Amount of
Contract: 3 yr starting January 2025

Scope of Services for Project: Commercial landscape maintenance , irrigation and agronomics for all common areas . Mulch, Annuals and Enhancements

Dates Serviced: January 2025 - Current
Please see references sheets for more references

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*
2025 = \$285 Million
2024 = \$242 Million
2023= \$153 Million

- Please provide the following information for each project that is similar to this project, currentlyK undertaken, or undertaken in the past five years. The projects must include irrigationK maintenance as well. Attach additional sheets if necessary.

Project Name/Location: Harbor Isles CDD _____

Contact: Angel Montagnas Contact Phone: _____

Project Type/Description: CDD Commercial Maintenance _____

Dollar Amount of Contract: \$300,000 _____

How was the project similar to this project? Commercial landscape maintenance , irrigation and agronomics for all common areas. _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

turf and shrub fertilization, pest control, weed control, irrigation, annual installation, mulch, palm pruning, OTC injections, mowing, detailing of shrubs, enhancements

List of equipment used on site:

52" and 36" mower, edger, weed eater, back pack blower, pack back sprayer , pruning shears, irrigation van, trailers, pole saw, _____

List of subcontractors used: NA _____

Is this a current contract? Yes No _____

Duration of contract: Oct 2023 - present _____

- (Information regarding similar projects - continued)

Project Name/Location:

Isles of Collier Preserve

Contact: Jeff Appleford Contact 386-212-0256

Phone: _____

Project CDD landscape maintenance

Type/Description: Commercial Landscape CDD

Dollar Amount of

Contract: \$2,100,000

How was the project similar to this project? _____

Commercial landscape maintenance , irrigation and agronomics for all common areas

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest

control, weed control, thatch removal, irrigation, etc.):

turf and shrub fertilization, pest control, weed control, irrigation, annual installation, mulch, palm pruning, OTC injections, mowing, detailing of shrubs,

List of equipment used on site:

52" and 36" mower, edger, weed eater, back pack blower, pack back sprayer , pruning shears, irrigation van, trailers, pole saw,

List of subcontractors used: NA

Is this a current contract? Yes X No ____

Duration of
contract: Jan 2026- present

- (Information regarding similar projects - continued)

Project Name/Location:

Celebration CDD

Contact: Angel Montagnas Contact

Phone: _____

Project CDD landscape maintenance

Type/Description: Commercial Maintenance for CDD

Dollar Amount of

Contract: \$1.2 Million

How was the project similar to this project? _____

Commercial landscape maintenance , irrigation and agronomics for all common areas

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

turf and shrub fertilization, pest control, irrigation, mowing and detailing, mulch, enhancements, weed control

List of equipment used on site:

52" and 36" mower, edger, weed eater, back pack blower, pack back sprayer , pruning shears, irrigation van, trailers, pole saw,

List of subcontractors used: _____

Is this a current contract? Yes X No ____

Duration of contract: 2023 - present



Irrigation Repair Labor Rate (repairs exceeding included minor repairs)

\$ 55 per hour

Servicing 12 Dog Waste Stations and 2 Trashcans at the Tot Lot/Dog Park (Once a week)

\$ 845 per month

Plant Replacement / Enhancements

To be quoted and approved by the District prior to installation.

Additional Proposal for Specific Plant Replacement


The Board currently would like pricing for replacing plants damaged by hard freezes, specifically along the northern tree line perimeter of the property and near the tot lot/dog park. Please provide separate proposal.

Note: All pricing above is based on the initial term from the contract effective date through September 30 of the District's current Fiscal Year. Optional renewal periods shall follow the District's Fiscal Year, October 1 through September 30, unless otherwise adjusted by mutual written agreement.

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Kyle DuBois

Title of Authorized Signatory of Proposer: Senior Business Development Manager

Signature of Authorized Signatory of Proposer:  _____

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

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

- A. Mowers w/operator \$ _____ Hour
- B. Bush-Hog w/operator \$ _____ Hour
- C. Tractor w/operator \$ _____ Hour
- D. Supervisor with Transportation \$ _____ Hour
- E. Laborer with hand equipment \$ _____ Hour
- F. Truck w/driver \$ _____ Hour
- G. Irrigation Tech \$ _____ Hour
- H. Granular Pesticide Applicator
 Person with Drop Spreader \$ _____ Hour
- I. Liquid Pesticide Applicator
 Person with Spray Truck \$ _____ Hour
- J. Granular Fertilizer Applicator
 Person with Drop Applicator \$ _____ Hour
- K. Liquid Fertilizer Applicator
 Person with Spray Truck \$ _____ Hour
- L. Granular Weed Control Applicator
 Person with Drop Applicator \$ _____ Hour
- M. Liquid Weed Control Applicator
 Person with Spray Truck \$ _____ Hour
- N. Laborer for Additional Trash Pick-U \$ _____ Hour

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates of:

A. Debris removal personnel unit costs:

_____ \$_____ per Hour
_____ \$_____ per Hour
_____ \$_____ per Hour

B. Debris removal equipment unit costs:

_____ \$_____ per Hour
_____ \$_____ per Hour
_____ \$_____ per Hour

C. Other emergency/disaster related unit costs:

_____ \$_____ per Hour
_____ \$_____ per Hour
_____ \$_____ per Hour



Scope of Services:

STONEBROOK NORTH CDD
SCOPE OF SERVICES
Landscape Maintenance

The maintenance areas of the District are spread out quite a bit, potential bidders should review the maintenance map in Exhibit A for reference.

Landscaping Bid Detail:

A. EXTERIOR LANDSCAPE MAINTENANCE - GENERAL

The work for Exterior Landscape Maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant material in a healthy, vigorous growing condition. All associated planted areas are to be kept in a continuous neat, clean and debris free condition for the entire life of the contract as within the budget. The landscape guidelines are highly dependent on the geographic location of the property. Local conditions prevail over this scope. The maintenance period will be a continuous 365 (366 in a leap year) days a year, regardless of National Holidays, weekends or company holidays. The Contractor will be expected to spend additional effort during the peak-growing season and to keep the property neat and clean at isolated locations to control debris, damage or replacements as within the contract.

Work will include, but not be limited to, irrigation, fertilization, fungicidal insect disease and weed control, mowing, edging, pruning, shearing, turf repair, debris removal, replacement, re-mulching and inspection.

B. OWNER / CONTRACTOR RESPONSIBILITIES

- The Owner warrants that the existing plant materials are true to plan and are in a healthy, vigorous, growing condition.
- The landscaping contractor for each phase will be responsible for all areas that can be mowed, edged, trimmed in each phase unless otherwise excluded in the Roadway Phase.
- The Owner further verifies that the irrigation system, if so installed, is in good working condition. The landscaping contractor, however, is required to inspect the work area and will accept conditions as they exist.
- The landscaping contractor is responsible for cleaning all trash from all common areas including but not limited to: planter beds, pond banks, sodden areas, bridges, roadways, and island landscaping prior to performing maintenance.
- The landscaping contractor is responsible for cleaning all debris and mechanically blowing of grass clippings created during normal maintenance. Contractor will ensure the use of mulching mower decks, with mulching blades. Contractor will work to prevent clippings entering ponds, to extent possible.

- If landscaping company should remove dead plants on the property, report through email and pictures and supply a proposal to replace the plant on the next available visit.
- The landscaping company will provide a monthly irrigation, landscaping, fertilization & pest report to include pictures and actions to be taken and submit it to District Admin and Brightwater@hikai.com one week before the end of each month.

C. GENERAL PERFORMANCE

The landscaping contractor shall be recognized as an expert having unique methods of maintenance, which have been polished by experience. It will be his/her responsibility to keep the Landscape in a freshly planted, mowed, edged and trimmed appearance at all times, as within the contract. **THE CONTRACTOR IS REQUIRED TO HAVE A STATE-LICENSED COMMERCIAL PESTICIDE APPLICATOR ON STAFF.**

D. POLICING, DEBRIS, COLLECTION

All debris generated by normal landscape maintenance operations, litter, etc., should be routinely collected and removed from the property by landscape contractor personnel. Debris/sand or plant growth should not be allowed to collect along roadways, bridges, walkways, parking areas, lawn areas, natural areas, etc., and should not be allowed to build up at storm drains, swales, culverts, etc. All debris must be picked up and not mowed over.

After any storm, all debris, palm fronds, and all other landscape related material must be cleaned up and removed within 48 hours after the storm. A Storm is defined as sufficient wind to cause palm fronds, branches and leaves to accumulate on the ground. Storm damage clean-up due to hurricanes, tornadoes, high winds, or named storms are included in this scope of work as a priority vendor.

E. RETENTION AREAS, LAKE EDGES

Retention areas and lake edges are to be maintained by regular mowing and trimming, as within the contract. Maintain uniform grassed slope to water level. Mowers must maintain a minimum ten (10) foot buffer from water's edge. This area must be maintained by mechanical line trimmers.

F. SAFETY

All materials and performance of work should meet all current Federal Health and Safety Laws. Material Safety Data Sheets of all supplies and chemicals used should be posted.

The landscape contractor shall supply and ensure the proper use of all Personal Protective Equipment (PPE), e.g., boots, masks, gloves, eye protection, etc., during any operation as required or directed by applicable laws, regulations or ordinances and/or directions of manufacturers of materials or equipment.

All equipment should be properly maintained and should be inspected for defects prior to their use. Any equipment deemed inoperable or unsafe should be promptly repaired. All equipment should meet both the American Standard Safety Specifications and Occupational Safety and Health Administration (OSHA) requirements.

G. INSPECTIONS, OBSERVATIONS AND REPORTS

All landscape maintenance personnel should be instructed to continually look for problems and, if observed, to quickly notify brian@hikai.com. Problems and the means to correct them should be noted. Follow-up inspection reports to ensure success of corrective measures are required every two (2 weeks) and a final inspection report on irrigation, landscaping, herbicides, pest control and fertilization that includes images/photos should be provided one week before the end of each month.

H. MONTHLY ACTIVITY REPORT

1. General

Throughout the year, weekly operations such as weeding, watering, cleanup, etc., should be ongoing. Mowing and edging of all lawns, sidewalks, cart paths and roadway areas should be performed as specified during the growing season. Due to weather patterns, the growing season may vary from year to year. Lawn areas should be maintained as needed to present a neat appearance at all times. The calendar below outlines specific tasks to be accomplished during each month, as within the contract.

When it is determined mowing is not necessary, the contractor will provide equal labor force to focus on other areas of the property that need to be addressed.

2. Monthly Schedule (Note: This will vary significantly, depending on climate)

March/April

- a. General clean-up of site: Rake and remove leaves and winter debris.
- b. Mow and edge all lawns, sidewalks, cart paths and roadway areas a minimum of once a week or as needed to present a neat appearance and weed control.
- c. Fertilize the following plantings: Refer to the fertilizer section for further information.
- d. Apply pre-emergence per recommended rates. (Refer to fertilizer section for additional information).
- e. Inspect all plantings and lawn areas for pests and disease.
- f. Apply dormant oil sprays to ornamentals and repeat if necessary.

- g. Major pruning of canopy trees or palm trees is not included in this scope of work.
- h. NOTE: Please refer to the PLANT LIST section for specific pruning directions for each plant type.
- i. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments, including cleaning filters and valves. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.

May

- a. Monitor watering each week. Look for dry spots and signs of wilting.
- b. Mow and edge all lawns, sidewalks, cart paths and roadway areas at a minimum once each week plus weed control.
- c. Fertilize. (Refer to the Fertilizer section for additional information.)
- d. Inspect all plantings and lawn areas for pests and disease.
- e. Prune early flowering ornamentals and shrubs after flowering is completed.
- f. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.

June

- a. Monitor watering each week. Look for dry spots and signs of wilting.
- b. Mow and edge all lawns, sidewalks, cart paths and roadway areas a minimum of once each week plus weed control.
- c. Control weeds.
- d. Inspect all plantings and lawn areas for pests and disease.
- e. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments.
- f. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.

July – August

- a. Monitor watering each week. Look for dry spots and signs of wilting.
- b. Mow and edge all lawns, sidewalks, cart paths and roadway areas a minimum of once each week.
- c. Plus weed control.
- d. Inspect all plantings and lawn areas for pests and disease.
- e. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments.
- f. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.

September

- a. Mow and edge all lawns, sidewalks, cart paths and roadway areas are at a minimum of once each week.
- b. Plus weed control.
- c. Inspect all plantings and lawn areas for pests and disease.
- d. Complete wet check and monitor watering. Inspect the entire irrigation system each week and make necessary adjustments.
- e. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work. .

October - November

- a. Remove trash and leaves collected in landscape beds daily.
- b. Fertilize the following plantings: shrubs, groundcovers, and lawns. (Refer to Fertilizer section for additional information).
- c. Perform weed control.
- c. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments.
- d. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.
- e. Mow and edge all lawns, sidewalks, cart paths and roadway areas as needed to maintain a well-manicured appearance.

December – February

- a. Repair any major landscape issues, i.e., blown-over trees, broken limbs, etc.
- b. Remove trash and leaves collected in landscape beds daily.
- c. Mow and edge all lawns, sidewalks, cart paths, and roadway areas as needed to maintain a well-manicured appearance.
- d. Perform weed control.
- e. Complete wet check & monitor watering. Inspect the entire irrigation system each week and make necessary adjustments.
- f. Repairs are to be quoted to the Field Manager and District Manager prior to performing the work.

I. PRUNING

1. General Care

Remove dead limbs and branches from trees, shrubs and groundcover promptly as these can attract pests and diseases. No pruning should be performed that alters the shape, height or fullness with respect to the intended character of the plantings.

NOTE: Please refer to the Plant List section for specific pruning directions for each plant type.

2. Tree Pruning

Remove all sucker growth as needed to maintain a neat appearance (sucker growth refers to shoots that sprout upward from the base and lower trunk). Remove any limbs that may interfere with normal pedestrian traffic up to 12' from ground height. Cuts should be made close to the trunk or major branch; stubs are unsightly and may attract pests and diseases. Major pruning should take place once per year in the spring (April/March) or as needed to maintain plant health and appearance. This will require thinning of middle branches. All palms will be trimmed twice per year in March and October. All palms fronds picked up when on property.

3. Shrub and Groundcover Pruning

Prune shrubs and groundcovers to their natural habit and growth. Use hand clippers to remove odd or long undesirable branches, keeping the shape natural and uniform. Remove branching which may interfere with normal pedestrian traffic. On ornamented clump grasses, prune dead leaves at base and remove all weeds.

4. Shearing

Tools used are manual or power-oriented hedge shears. There may also be a need for pruning saws and small hand pruning shears. All shrubs are to be pruned at the base, then at the top, and no more than one-third of the plant heights should be cut back at any one time. Always attempt to encourage hedge and shrub masses to grow together; do not prune plants individually.

Shearing or clipping is practiced on shrubs and hedges to give them a neat, uniform, symmetrical appearance. This is done to encourage them to fill out, and to ensure safety of all pedestrian and vehicular traffic.

5. Palm Injections

Injections are to be done on an as needed basis per recommendation of landscape contractor and prior written approval from the District Manager. A price per injection for each palm necessary should be provided as an add-on cost to the community.

J. PESTICIDES AND FUNGICIDES

Moss Removal – the removal of moss from shrubs and ornamentals shall be done as needed.

A thorough inspection of all plantings and lawn areas should be performed at least once a week by the maintenance supervisor to detect any fungi or insect infestations as within the budget. All infestations should be immediately treated with insecticides or fungicides as necessary to provide effective control. *Applications of fungicides, pesticides and the location applied should be included in the monthly reporting process to the Owner.*

Supervisory personnel should be knowledgeable, well trained and able to detect infestations. Personnel shall follow manufacturer's instructions for all pesticide and fungicide applications and carry any necessary qualifications or license required by law. All chemicals shall be used in strict accordance with the federal, state and county directives on environmental control and carry an EPA approval number.

NOTE: Most pests and fungi problems detected early are much easier to control.

Pest control is done on an "as needed" and preventive basis. Maintenance personnel should be able to recognize plant material decline due to disease or insect infestation and control the pest before it becomes a major problem. *Ants are considered "pests" and will be treated accordingly to prevent infestation.*

If a problem is recognized, immediate action should be taken to eradicate the problem. If the problem is unknown, contact the County Agriculture Agent for advice.

K. MULCHING – To be priced separately.

Planting beds and tree rings will require supplemental mulching as needed to present a neat appearance. Evenly distribute mulch in these areas. Do not allow mulch to build up at the base of trees and shrubs. Re-mulching of all planting beds and tree rings should be performed during the non-growing season, evenly

distribute approximately 2” of shredded, grade “A” mulch to these areas or changes in depth and frequency as approved by the Field Manager, considered a separate project and billed separately.

L. WEEDING

All areas should be kept weed free by hand pulling and spraying shrub plantings, mulched tree rings, sidewalks, etc. with an approved herbicide, during weekly maintenance operations as within the budget. Weeds should not be allowed to mature to the point of regeneration, as this will only add to the maintenance personnel’s labor burden.

Application of pre-emergence weed control in parking lots, bridges and roadways as necessary. Use of non-selective sterilant is prohibited. Pre-emergence weed control should be applied to trees and shrub beds in early spring.

M. MOWING

Contractor shall be on site weekly (52) weeks per year, mowing will be conducted on a seven-to-fourteen-day frequency depending on growing conditions, at least forty-two (42) cuts for Floratam/St. Augustine turf and irrigated Bahia. The turf will be cut at the height of 4” to ensure proper growth and to present a professional appearance. Retention ponds and lake banks will be mowed to where the surface meets the water. Areas under water or too wet to mow will be addressed as soon as possible when the ground dries out. Non-irrigated areas shall be mowed on a (32) cut schedule.

N. EDGING/WEED CONTROL

In this operation, all lawn area plant beds shall be kept neatly edged every other mow cycle, and all grass invasions eliminated from bed areas, tree collars, and roadways/sidewalks. This will give the site a “crisp” look and will also make mowing a less time-consuming operation. Edging of hard surfaces should be done alternate to the edging of plant beds with every mow cycle.

Edging will be done in conjunction with mowing. Use edger to cut beds under hedges or under trees with low branching habits and curb lines. Keep all bed areas sharply edged and restrain groundcover from growing into turf areas.

When edges are kept sharp and there’s a definite delineation between bed and turf areas, it not only looks good but makes mowing easier.

O. IRRIGATION – AUTOMATIC, MANUAL SYSTEMS, SPRINKLER HOSES OR SOAKER HOSES

The proper inspection and monitoring of the irrigation system should be performed on a “monthly” basis for reports and proposals. Frequent monitoring will allow for changes in weather patterns. It is essential that plants and lawns receive necessary watering during drought periods. Current watering days in Lee County

are Saturday and Sunday before 9am and after 5pm. This may vary/change. Please check with Lee County for updates on watering schedules.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SURVIVAL OF ALL PLANTS DURING DROUGHTS. IF THE IRRIGATION SYTEM IS NOT WORKING THE CONTRACTOR WILL HAND WATER UNTIL REPAIRS ARE APPROVED BY MANAGEMENT.

The contractor is responsible for maintaining the irrigation system to assure that it is in proper working condition at all times. *This includes monthly inspection and cleaning of the filters at each valve that services two houses.* Any additional work to repair the system must be approved by CDD Board prior to any repairs beginning and will be billed as separate projects. Owner agrees to allow Contractor to complete minor repairs up to \$300.00 a month while on site completing inspections.

Damage to the system is to be promptly reported and repaired in a timely fashion.

NOTE: An inventory of irrigation heads and common parts should be stocked at all times to ensure repairs are corrected in a timely fashion.

New turf areas will require one inch of water per week to sustain good growth.

P. TURF

During certain months, all plant materials need more water than there is precipitation. During these months, it is most essential to have adequate irrigation. Irrigation should be scheduled year-round on a regular basis. When irrigating, be sure turf is soaked thoroughly up to a depth of 8". Avoid frequent and shallow watering. It is the Contractor's responsibility to ensure the Owner's irrigation systems are set accordingly and in compliance with all local/county/state watering restrictions.

Q. PLANT MATERIAL

All trees, shrubs and palms need ample water throughout the year, not only for growth but also for vital processes. As living processes speed up (activity directly proportional to temperature), more water is needed.

When no automatic irrigation system is provided, a porous soaker is usually the best tool for plant material irrigation. Another good tool is a root waterer - a long rod that can be attached to a hose and inserted into the ground to water tree roots directly.

Plant material should be watered long enough to soak soil to a depth of 15". This is where the plants' feeder roots are. To water deeper is a waste. Avoid frequent and shallow applications. This not only causes the roots to grow towards the ground surface but also encourages diseases.

R. FERTILIZER

1. General

Fertilizer should be applied under dry conditions. Do not fertilize when plantings or lawns are wet. Lee County has a fertilizer ban in place from June-September annually.

Fertilizer should be applied in planting beds by hand. In lawn areas and groundcover beds, spreaders should be used for proper coverage ensuring that spreads are overlapped to avoid streaking. Fertilizer should be applied and calibrated to ensure even greening and proper coverage.

Immediately following fertilizer applications, thoroughly water with the irrigation system.

2. Fertilization of Lawns

In lawn areas, fertilizer should be applied 3 times per year for St. Augustine/Florata and 2 times a year for irrigated Bahia. Late Winter/Early Spring: pre-emergent complete broadcast in the St. Augustine/Florata in mid-February to mid-March. Spring Feeding: mid-March to mid-April, use an application of 25-5-11 50% slow release. Over the Summer: use potash, magnesium, manganese, iron as needed. The Fall Feeding would then occur after the ban in October. Apply 24- 5-11, 25% sulphur coated area slow-release fertilizer (or equivalent) at the rate of 4 pounds complete fertilizer per 1,000 square feet. Pre-emergent chemicals for crabgrass and broadleaf weeds shall be applied with spot spraying as necessary. Fertilization times may vary due to inclement weather.

3. Fertilization of Shrubs and Groundcover

In shrub and groundcover beds, fertilizer should be applied 3 times per year, Spring Feeding (May), Fall Feeding (October) and Winter Feeding (December/January). Apply 8-10-10, 1 pound of complete nitrogen per 1000 sq ft, which would be 12.5 pounds of fertilizer to cover 1000 square feet, (when hand broadcasting, evenly apply 1/4 cup fertilizer beneath each plant).

4. Fertilization of Trees

Fertilizer should be applied in the form of tree spikes one time per year: March. Apply 16-10-9 tree spikes (or equivalent) at a rate of 1 spike per every 2" of trunk caliper or 2lbs of approved granular on the Florida State Agriculture finding.

For fertilization of palms use minimum 50% slow release spread at a rate of 1.5 pounds of fertilizer per 100 sq feet from trunk to the outer dripline. Palms may be fertilized 3-4 times per year starting in March and ending in November.

S. PLANT REPLACEMENT & ENHANCEMENTS

- *Remove dead or dying material, dispose off-site and replace with new material upon written approval from the CDD Manager, as within the budget.*

- *Community prefers using perennials at entrance beds to maintain steady ornamentation and reduce need for plant changes or replacements.*
- *The most ideal times for plant replacement are in early spring and late fall.*

1. Seasonal Extremes

Spring (April, May) - The irrigation system should be scheduled to operate.

Summer (June, July, and August) - There are occasional periods of drought. Watering should be scheduled accordingly. Due to the amounts of heavy rain during the summer, annuals are placed under stress, making them more susceptible to insects and disease.

Fall (September, October) - The temperature during the day may continue to stay very warm. As in the summer, continue to schedule the irrigation system as needed, and monitor annuals for insects and disease.

2. Plant List

Included in this section is the list of various plant materials. Plant materials vary among regions. Some are similar, but all cannot be listed here. General and specific pruning recommendations and common pests and disease problems are given. All pests and disease problems cannot be listed and therefore should be left up to a trained horticulturist. Local suppliers or your local county agricultural extension agency can provide recommendations for chemical control of pests and disease problems.

Specific Listing (alphabetical)

- Annuals/Perennials – Deadhead as needed, prune to maintain shape as needed.
- Bromeliads – Trim dry or brown outer leaves at the base.
- Cypress – Remove dead or damaged branches in winter.
- Dwarf Ixora – Monitor for aphids, scale and mealybugs.
- Flax Lily – Occasional pruning of old, dead or yellowing leaves and spent flower spikes.
- Gold Duranta – Pruning generally in late winter/early spring. Monitor for spider mites, white flies and root rot.
- Green Island Ficus – Requires light annual pruning to maintain shape. Monitor for scale and spider mites.
- Ligustrum – Can take heavy pruning in spring after flowering. Monitor for aphids, mites, scale and powdery mildew.

- Liriope - Remove dead leaves and flower spikes as needed to maintain a neat appearance.
- Live Oak – Prune dead, damaged and sucker growth as needed. Allow tree to form a natural canopy. Treat for iron deficiency.
- Muhly Grass – Cut back 3-6 inches in late winter/early spring. Treat when find tar spots where fungus is trying to take over.
- Ornaments – Treat for scale insects and leaf spot.
- Palms (Adonidia (Christmas), Bismarck, Royal, Sabal) – Prune dead or brown fronds. Remove palm fronds that have fallen to the ground. Watch for yellowing, root rot, palmetto weevils and spider mites.
- Pine – Prune dead and damaged branching as needed.
- Podocarpus – Prune in spring to shape and maintain height. Avoid late fall pruning before cold weather. Fertilize 3x year and watch and treat for aphids.
- Royal Poinciana – Requires regular clean-up of seed pods, flowers and leaves to prevent clogging gutters and maintaining a neat appearance
- Simpson’s Stopper – Pruning in spring to shape and, if necessary, use fungicides for rust.
- Sod/Lawn – Bahia and St. Augustine/Floritam are used in the common areas. Maintain as specified in Lawn Care and Calendar sections of this manual. Common pests include chinch bugs and sod webworm. Diseases are more likely to occur during periods when the weather is warm and there is an abundance of moisture. Control of a disease is usually accomplished using appropriate fungicide.
- Viburnum – Prune after blooms are spent and maintain a neat appearance. Subject to leaf spot.

T. MONTHLY REPORTING REQUIREMENTS

All landscape maintenance personnel are expected to proactively identify and report with pictures of any issues observed within the District. Observed issues and recommended corrective actions must be documented and promptly reported to the Field Service Manager or their designee. Follow-up inspections to verify the resolution of reported issues shall be conducted bi-weekly, with a comprehensive inspection report with photos—including irrigation, landscaping, pest control, and fertilization—submitted one week prior to the end of each month.

[END OF SECTION]

Thursday 5.28.26 Audette from Kai email

Good afternoon Vendors,

Thank you again for your participation last week in our pre-bid meeting for the Stoneybrook North CDD Landscape & Irrigation RFP. Please find additional information below for your proposals.

- In our current RFP, we have asked for quotes based on shredded grade A mulch, however, in the community, we currently are using pine bark nugget mulch. In your proposals, please feel free to provide quotes for both.
- Additionally, please note that as discussed at our pre-bid meeting, there is a section of the property around Popash Creek that will need line trimming regularly to be considered in your proposals. This area is accessed by the former utility easement area by the tot lot/dog park and is close to the Sedgefield Rd entrance. Please see the image below and note the area in yellow:



- As mentioned previously, we will host a bid opening meeting on June 12th at 12:30pm after all bids are received at noon that day. Brian Quillen, our Director of Operations will host that meeting and share the bid amounts from each proposal. We will also offer this meeting via Teams, for which I will send out an invitation in a separate email.

As a reminder, our Q & A period is still active until June 5th. Please feel free to reach out if you have any questions.

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, Non-Collusion, and Anti-Human Trafficking**

*[Request for Proposals for Landscape and Irrigation Maintenance Services]
Stoneybrook North Community Development District*

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

Name of Proposer: Florida ULS Operating, LLC. United Land Services, LLC.

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the “Scrutinized Companies that Boycott Israel List” nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida’s E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

Anti-Human Trafficking


16. Our firm does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
17. Upon positive selection under the Request for Proposals, our firm intends to execute a contract with the Stoneybrook North Community Development District.
18. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Stoneybrook North Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work. Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

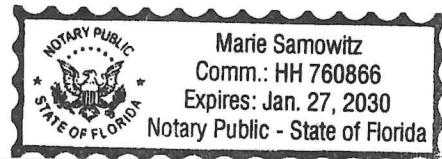


Signature of Authorized Signatory of Proposer

Sworn before me on this 11 day of June, 2026



Notary Public Signature



Notary Stamp



*Uniting partners through exceptional
landscape services*

EXHIBIT 6

AGENDA



LANDSCAPE MANAGEMENT PROPOSAL

Stoneybrook North

Community Development District

Lee County, Florida

Prepared for the Stoneybrook North CDD Board of Supervisors

District Manager: Audette Bruce, Kai

April 2026 • Confidential

Submission Checklist

Every required component of the Project Manual is included in this submission — organized for the Board's review.

PROPOSAL & QUALIFICATIONS

- ✓ Cover Letter
- ✓ Executive Narrative & Company Overview
- ✓ Leadership & Organizational Structure
- ✓ Key Personnel — Experience & Credentials
- ✓ Florida Coverage & Local Presence
- ✓ Staffing Plan & Field Execution
- ✓ 90-Day Start-Up & Transition Plan
- ✓ Site Walk Observations (Current Conditions)
- ✓ Scope Approach & Maintenance Specifications
- ✓ References — Six Lee County Clients
- ✓ Technology & Reporting Platform

REQUIRED FORMS & COMPLIANCE

- ✓ Official Bid Proposal Form
- ✓ Pricing — Base, Renewals & Add'l Services
- ✓ Specific Plant Replacement — Hard-Freeze (Add'l)
- ✓ Proposed Form of Agreement (Executed)
- ✓ Combined Affidavit — PEC / E-Verify / Trafficking
- ✓ Weekly Maintenance Report Template
- ✓ Certificate of Insurance — ACORD 25 + Endorsements
- ✓ Compliance, Certifications & Equipment
- ✓ CDD & Community Experience
- ✓ Termination History — Zero
- ✓ Fertilization, Pest Control & Irrigation Plan

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Everyday Maintenance field crew morning briefing — accountability starts before the first mower runs

Cover Letter

June 11, 2026

Board of Supervisors
Stoneybrook North Community Development District
c/o Audette Bruce, Kai
2502 N. Rocky Point Drive, Suite 1000, Tampa, FL 33607

RE: Proposal for Landscape Maintenance and Irrigation Management Services — Stoneybrook North CDD (Bridgewater Lagoon, 8630 Sunny Page Lane, Fort Myers, FL 33917)

Dear Board Members and Community Management of Stoneybrook North CDD,

We are pleased to present this comprehensive landscape management proposal for Stoneybrook North Community Development District, located at 8630 Sunny Page Lane within the Bridgewater Lagoon community in Lee County, Florida. We appreciate the opportunity to demonstrate why Everyday Maintenance is the right partner for the long-term care and presentation of your community.

Having attended the mandatory pre-proposal meeting on May 19, 2026, and conducted a thorough site walk of the property, our team has developed a deep understanding of the District's landscape, its unique characteristics, and the expectations of the Board. From the extensive pond system spanning Ponds 17 through 32, to the conservation easements and spread-out maintenance areas that define Stoneybrook North, we recognize that this community requires a landscape partner with the depth, structure, and local presence to deliver consistent, high-quality results across every zone, every week.

Everyday Landscape Maintenance, as part of The Yardnique Family of Companies, brings more than 25 years of proven experience, 2,500+ employees, and active service to over 1,300 communities across the southeastern United States. Our Southwest Florida operations — anchored by our Everyday Landscape branch at 5835 Youngquist Road in Fort Myers — positions us within immediate proximity to Stoneybrook North.

Our proposal deploys 3 crews of 3–4 members each, operating on a 40-hour weekly maintenance schedule with on-site presence 52 weeks per year, complemented by a dedicated irrigation technician and full agronomic services.

What sets Everyday Maintenance apart is not just our scale — it is the culture of ownership, accountability, and craftsmanship that our field teams bring to every property, every day. We look forward to the June 23, 2026, presentation at the Hyatt Place Ft Myers at the Forum.

Sincerely,

Joseph Lasota

Joe Lasota

Business Development Manager • Everyday Maintenance — Southwest Florida
(941) 350-4442 • Joe.Lasota@Yardnique.com

Executive Narrative

Everyday Maintenance is a premier Florida landscape services company with more than 25 years of proven experience serving HOA, CDD, multifamily, commercial, and mixed-use communities. As part of The Yardnique Family of Companies, we are a landscaper-owned and operated organization built on tradition, teamwork, and long-term partnership.

25+
YEARS IN BUSINESS

2,500+
EMPLOYEES

1,300+
COMMUNITIES SERVED

\$160M+
ANNUAL REVENUE

Why Everyday Maintenance for Stoneybrook North

Stoneybrook North CDD at 8630 Sunny Page Lane requires a landscape partner that understands the complexity of managing a community with spread-out maintenance areas, an extensive pond system (Ponds 17–32), conservation easements, pedestrian pathways, and high-visibility entrance features.

Local Presence & Proximity

Everyday Landscape at 5835 Youngquist Rd, Fort Myers • ASI Landscapes at 5505 Lorraine Rd, Bradenton. Both within immediate proximity.

CDD & Community Expertise

~80% HOA/CDD clients. Portfolio includes Gulf Harbour Yacht & Country Club (22 yrs), Tarpon Point (20 yrs), Colonial Shores (16 yrs), Eagle Reserve (8 yrs).

ZERO CONTRACT TERMINATIONS

Reflecting our commitment to accountability, communication, and service consistency

Ownership & Financial Strength

Privately held, venture capital backed. In 2024, ASI ranked 15th on Lawn & Landscape Magazine's Top 150 list with \$160+ million in annual revenue, approaching \$200 million.

Company Overview

Founded in 1997 by Brian DuMont while pursuing a Horticulture Science degree at NC State, Everyday Maintenance has grown to serve 1,300+ communities with 2,500+ employees across six southeastern states.

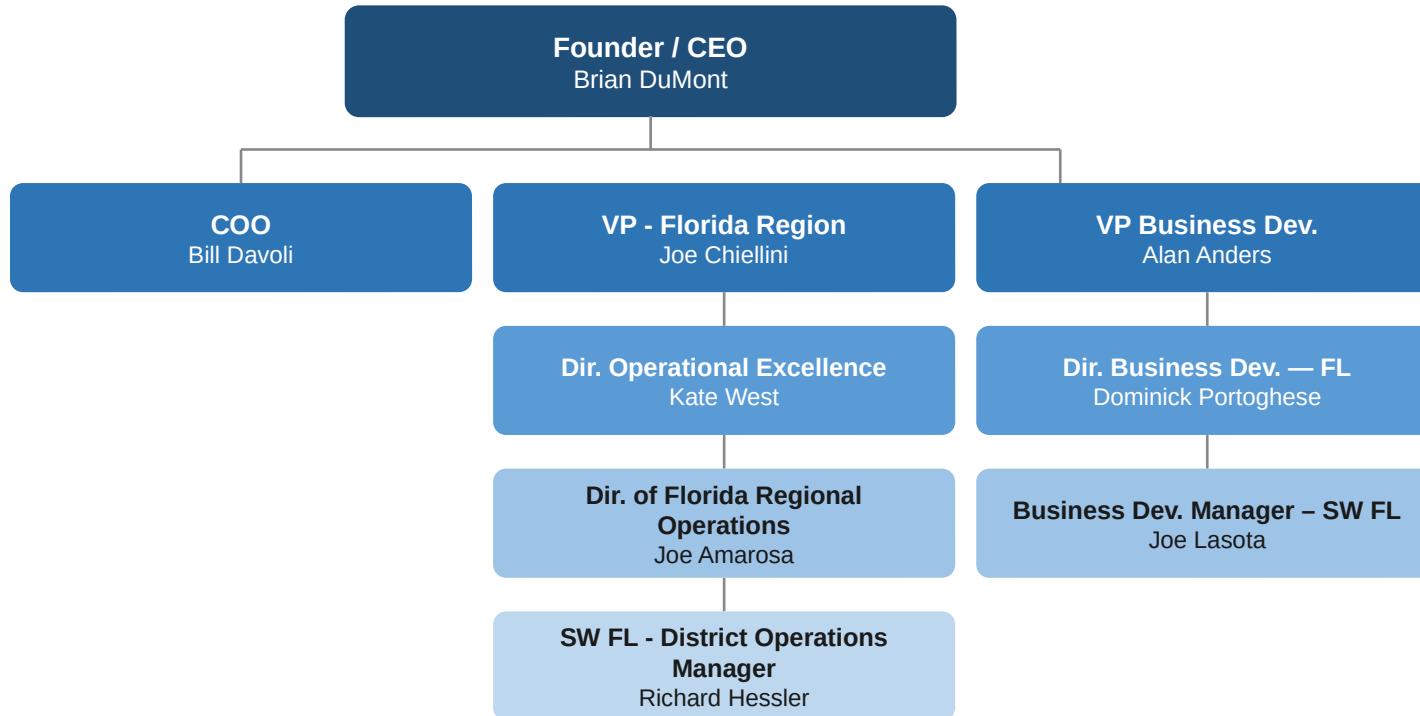
Detail	Information
Legal Entity	Yardnique Inc. / DBA Everyday Maintenance
Headquarters	10014 Chapel Hill Rd, Morrisville, NC 27560
SW Florida Branch	Everyday Landscape — 5835 Youngquist Rd, Fort Myers, FL 33912
CEO / Founder	Brian DuMont (founded 1997)
COO	Bill Davoli (35+ years)
Employees	2,500+
Communities	1,300+
2024 Ranking	15th — Lawn & Landscape Top 150
Revenue	\$160M+ (approaching \$200M)
Ownership	Privately held, venture capital backed
Contract Terminations	Zero (0)
Subcontractors	None anticipated

Affiliated Companies (Yardnique Family): ASI Landscapes • Landmark • Naturescapes • Phoenix • Creative • Unique • TEAM Management • Precision • Palmetto • The McKinley Group



Leadership & Organization

YARDNIQUE EXECUTIVE ORGANIZATION



STONEYBROOK NORTH — DEDICATED TEAM

Role	Name	Credentials
Senior Account Mgr	Jon Easterday	45+ yrs
Branch Manager	Courtney Clark	30 yrs, BMP
District Ops Mgr	Richard Hessler	30+ yrs, CPO
Irrigation Manager	Jorge Arredo	20+ yrs. State Lic.
Agronomy Manager	Robert "Bob" Tabone	30+ yrs, BMP
Safety Officer	Will Ortega	FDOT TTC
Lead Designer	Mary Johnson Love	10+ yrs

Executive-level oversight and regional operations management reporting into the dedicated Stoneybrook North field team. Primary service delivery anchored from the Fort Myers branch.

Executive Leadership

YARDNIQUE EXECUTIVE TEAM



Brian DuMont

Founder / CEO

Founded Yardnique in 1997 while earning his Horticulture Science degree at NC State. Leads the organization with a hands-on background in horticulture and field operations, driving strategic growth across the Southeast while maintaining a strong focus on culture, quality, and accountability.



Bill Davoli

Chief Operations Officer

35+ years leading landscape maintenance and construction organizations nationally. Third-generation landscape professional who has founded, owned, and operated companies ranging from startups to \$350M+ enterprises. Brings operational expertise and disciplined growth.



Joe Chiellini

VP – Florida Region

Founded ASI Landscape Management in 1993, growing it to 180+ team members with three Tampa Bay / Orlando branches. Served nearly 30 years with Hillsborough County Fire Rescue, retiring as Captain. Founder of the Krewe of the Knights of St. John philanthropic organization.



Alan Anders

VP Business Development

Extensive experience in environmental services and landscape industries, with a track record in strategic growth, operations management, sales leadership, and pricing strategy. BA in Marketing Management from University of Akron. Data-driven, collaborative leadership style.

Florida Leadership

FLORIDA DIRECTORS & SENIOR MANAGEMENT



Dominick Portoghese

Dir. Business Development – FL

40+ years in commercial green industry. Supports growth by partnering with key clients across market segments and leveraging long-standing industry relationships while maintaining high service standards. Focused on long-term partnerships beyond the point of sale.



Kate West

Dir. Operational Excellence

Responsible for financial discipline, operational efficiency, and performance visibility across the organization. Oversees capital and operating budgets, reporting, procurement, and treasury. Deep expertise in budgeting, forecasting, and financial controls.



Joe Amarosa

Director – FL Region Operations

25+ years in landscape industry. BS from University of South Florida. Holds FL Green Industries BMP, Pinellas County BMP, Licensed Pest Control Operator, and Limited Fertilizer Application certifications. Expert in Integrated Pest Management and quality control.

Stoneybrook Account Team

STONEBROOK NORTH CDD — DEDICATED LEADERSHIP

Courtney Clark

Branch Manager

30+ years in landscape industry. Started as field laborer and advanced through Account Manager and leadership roles. Proficient across all aspects of operations, especially effective as a client liaison with strong ability to resolve challenges and maintain positive working relationships.

Greg Funk

Account Manager

25+ years in the landscape industry. Began at crew level and advanced into field and project management. Highly effective in client communication, relationship management, and team coordination. Currently oversees several of the organization's most prestigious accounts.



Laura Gray

Operations Business Partner - ADMIN

Nearly 20 years of dedicated expertise at ASI Landscapes. Career built on commitment, collaboration, and operational excellence. Deep institutional knowledge and passion for people — a cornerstone of the organization's leadership supporting field operations and process improvement.



Robert "Bob" Tabone

Agronomy Manager

30+ years in agronomy and landscape management. Bridges practical landscape maintenance with science-based turf and ornamental care. Holds required licenses and certifications, actively engaged in BMP and advanced agronomy education and industry seminars.

Technical & Field Leadership

IRRIGATION, PRODUCTION & ENHANCEMENT

Fransisco Jose

Maintenance Field Supervisor

30+ years in landscape industry. Landscape operations and production leadership. Oversees daily field execution of crew services, quality control across multiple properties. Balances production efficiency with pride of ownership, ensuring every property reflects the organization's standards.

Tom Hickey

Senior Production Manager

25+ years in landscape operations and production leadership. Oversees daily field execution, crew performance, scheduling, and quality control across multiple properties. Balances production efficiency with pride of ownership, ensuring every property reflects the organization's standards.

Florida Coverage

Multi-branch regional structure providing responsive, locally managed service with consistent standards.

Region	Branch	Address
Southwest Florida ★	Everyday Landscape Maintenance	5835 Youngquist Rd, Fort Myers, FL 33912
Tampa Bay	ASI Landscapes	5505 Lorraine Rd, Bradenton, FL 34211
Tampa Bay	ASI Landscapes	9702 Harney Rd, Thonotosassa, FL 33592
Tampa Bay	TEAM Management	6830 Cecelia Dr, New Port Richey, FL 34653
Northeast FL	YN Jacksonville	11132 Distribution Ave E, Jacksonville, FL 32256
Central FL	ASI Landscapes	212 12th St N, Haines City, FL 33844
Central FL	ASI Landscapes	574 Fairvilla Rd, Orlando, FL 32808
Southeast FL	Precision WPB / YN Ft. Lauderdale	515 SW 21st Terrace, Fort Lauderdale, FL 33312
Treasure Coast	Creative Vero Beach	7080 57th St, Vero Beach, FL 32967

★ Stoneybrook North CDD will be serviced primarily from our Fort Myers branch, with additional support from Sarasota as/if needed. Dual-branch proximity ensures rapid response, equipment availability, and hands-on oversight.

Staffing Plan & Field Execution

42
MOW CUTS (IRRIGATED)

32
MOW CUTS (NON-IRRIGATED)

52
SERVICE WEEKS/YEAR

3
MAINTENANCE CREWS

Role / Team	Personnel	Hours/Week	Schedule
Maintenance Crew 1 – Formal Mowing and Detail Services	4 members	80 hours / week	2 days per week
Maintenance Crew 2 – Pond Mowing and String-trimming	3–4 members	80 hours	2 days per week. Plus off weeks in winter as needed.
Maintenance Crew 3 - Storm Clean-up (as-needed)	3–4 members	As-Needed	As-Needed
Irrigation Technician	Multiple Technicians as needed for inspections and house filter maintenance.	As-Needed	Monthly
Agronomy / IPM Tech	1 Technician	As needed for fertilization and Pest Control	Per SOW
Account Manager	1 - AM	Weekly on-site	Ongoing

Service	Frequency	Annual Total
Mowing — St. Augustine & Irrigated Bahia	7–14 day cycle	42 cuts minimum
Mowing — Non-Irrigated Areas/Ponds	Per RFP schedule	32 cuts minimum
Palm Trimming	2x/year	March & October
Irrigation Inspection	Monthly full rotation	12 inspections
Visual Wet Checks	Weekly	52/year
Turf Fertilization (St. Aug)	3x/year	Feb, Mar/Apr, Oct
Shrub/Tree/Palm Fertilization	3–4x/year	March–November
IPM Visits	6/year (offset months)	6 visits
Monthly Walk-Through	Monthly	12/year

90-Day Start-Up & Transition Plan

Everyday Maintenance recognizes the importance of delivering consistent, high-quality landscape maintenance from Day 1. Our plan systematically implements targeted improvements within defined timeframes.

Pre-Start

Finalize staffing, equipment, crew structure. Pre-start meetings with Kai management. Review service maps and path-of-motion plans. Walkthrough Ponds 17–32, conservation easements, entrance features, pedestrian paths. Establish agronomic baselines and reporting protocols.

30 Days

Weekly maintenance begins Day 1. Enhanced oversight for 42-cut irrigated / 32-cut non-irrigated schedule. Full irrigation audit. Written irrigation report. Preseason fertilization with pre-emergent (25-5-11, 50% slow release). Monthly filter cleaning. Weekly report submission per RFP form.

60 Days

Operations stabilized across all zones. Propose enhancements: mulching, seasonal color for entrance beds (perennials preferred), March palm trimming, shrub bed corrections. First monthly photo report submitted one week before month-end.

90 Days

Fully optimized. Formal review meeting with District representative. Focus on turf health, weed eradication, detailing across Dwarf Ixora, Gold Duranta, Green Island Ficus, Ligustrum, Podocarpus, Viburnum. Soil sampling if authorized.

6 Months

Peak efficiency. Seasonal transition plans. Staffing adjusted for off-season. Long-term enhancements prioritized with Board input. Quality audits across all service areas.

Site Walk Observations

During the pre-proposal site walk of Stoneybrook North, the following irrigation conditions were documented. These findings are itemized here so the Board is aware we have identified them, and they will be addressed during the 30-day start-up irrigation audit at no additional cost to the District per the RFP Scope of Services.



Finding 1 — Exposed Valve Box with Filter

Valve box with partially exposed ball valve and in-line filter assembly, debris and organic material accumulated inside the box. Requires cleanout and re-seating per the monthly filter cleaning scope.



Finding 2 — Valve Assembly with Wiring in Debris

Valve assembly, solenoids, and low-voltage wiring exposed to soil and organic debris inside the box. Wire connections should be protected in waterproof splice caps and box cleaned to prevent intrusion-related failures.

Maintenance Zone Designations

Structured Path of Motion approach — crews follow defined routes minimizing overlap and ensuring consistent attention across the entire community.

Zone	Description	Priority	Service Focus
A — Entrances	Entry features, monument beds, signage	Highest	Weekly mow, bi-weekly detail, perennial color
B — Streetscapes	Roadway corridors, medians, curb lines	High	Weekly mow/edge per RFP, blowing, monthly detail.
C — Common Areas	Open turf, gathering spaces, paths	High	Weekly mow, bi-weekly edge, debris, monthly detail
D — Pond Banks	Ponds 17–32, 10-ft water buffers	Standard	Mowed to water level, trimmers in buffer. 32x/yr
E — Pedestrian Paths	Walking paths, trail corridors	Standard	Weekly blow, bi-weekly edge, clearance
F — Conservation	Easement perimeters, natural areas	Maintain	As-needed cutback, 3-ft buffer minimum

Crew Path of Motion: Each crew begins at the primary entrance and proceeds through corridors, interior areas, ponds, and paths in a continuous loop. Upon award, Everyday Maintenance will finalize color-coded service maps organized by service day.



Landscape Maintenance Specifications

Mowing

On-site 52 weeks/year. All turf at 4" with mulching blades. Within 10 ft of water's edge, string trimmers only. Ponds mowed to water level. Patterns rotated to prevent ruts.

Edging

Plant beds every other mow cycle; hard surfaces on alternate cycles. Net effect: both edged each visit. Mechanical edgers only.

Detailing of Planted Areas

Trimming, weeding, pruning, and shaping: All shrubs and plant bed areas. Bed line definition, tree saucers, sucker removal, sign clearance.

Tree & Palm Pruning

Palms 2x/year (March & October). Species: all included. Only 100% brown fronds; never beyond 3–9 o'clock per UF/IFAS. Fronds collected every visit.

Blowing & Cleanliness

Twice daily (pre-lunch, pre-departure). No debris into storm drains.

Moss Removal

Removed from shrubs/ornamentals as needed per RFP. Integrated into routine detail cycles.

Storm Cleanup

All debris cleaned within 48 hours. Hurricane cleanup as priority vendor. Disaster recovery limited to 70 hours per event. Multi-branch crew deployment within 24 hours.

Turf Type	Height	Annual Cuts	Notes
St. Augustine / Floratam (Irrigated)	4"	42 minimum	7–14 day cycle
Irrigated Bahia	4"	42 minimum	Same as St. Augustine
Non-Irrigated Areas	4"	32 minimum	Reduced per RFP

Fertilization & Pest Control

All work per UF/IFAS guidelines, Florida Green Industries BMPs, and Lee County fertilizer ordinance (June–September ban).

Month	Application	Turf Type	Material / Rate
Feb–Mar	Pre-Emergent + Feeding	St. Augustine	25-5-11, 50% slow release, 4 lbs/1,000 sf
Mar–Apr	Spring Feeding	St. Augustine	25-5-11, 50% slow release, 4 lbs/1,000 sf
Mar–Apr	Spring Application	Irrigated Bahia	Per UF/IFAS recommendation
Jun–Sep	FERTILIZER BAN	ALL TURF	Lee County — No applications permitted
October	Fall Feeding	St. Augustine	24-5-11, 25% sulphur coated SR, 4 lbs/1,000 sf
October	Fall Application	Irrigated Bahia	Per UF/IFAS recommendation

Shrub & Groundcover (3x/Year): 8-10-10 at 1 lb N/1,000 sq ft — Spring (May), Fall (Oct), Winter (Dec/Jan)

Tree (1x/Year — March): 16-10-9 spikes at 1 spike per 2" trunk caliper

Palm (3–4x/Year): Adonidia, Bismarck, Royal, Sabal. 50%+ slow release at 1.5 lbs/100 sq ft. Applied dry

Integrated Pest Management

Weekly inspection by supervisor. Immediate treatment. Ants treated as pests. Moss removed. All documented. State-licensed CPO on staff. Known concerns: chinch bugs, scale, whitefly, nutrient deficiencies in Lee County soils.



Irrigation Maintenance

Full-time dedicated technician on monthly full-rotation cycle. Emergency same day; standard repairs within 72 hours.

Element	Scope
Irrigation Heads	Adjust rotors/sprays; confirm arc, direction, coverage
Rain Sensors	Verify present, active, functioning
Zones	Confirm all zones operate as designed
Debris Clearance	Heads clear of soil, grass, obstructions
Valve Boxes	Lids visible, intact, debris-free
Valves	Accessible, free of soil/turf intrusion
Filters	Monthly cleaning at each valve servicing two houses per SOW

Lee County Watering Restrictions: Saturday & Sunday only, before 9:00 AM and after 5:00 PM. All controllers programmed accordingly. If system is down, Everyday Maintenance is responsible for hand watering.

Repair Type	Authorization	Response
Minor (up to \$300/mo)	Authorized on-site	Same visit
Standard (over \$300)	Quoted → approved first	Within 72 business hours
Emergency	Immediate	Same day

Weekly visual wet checks. Trucks stocked with common parts. Monthly reports submitted within 72 hours of inspection.



Special Services & Enhancement Rates

Available as needed. All rates confirmed and fixed for the contract term.

Service	Unit	Rate
Mulch Installation	Per cubic yard (installed)	\$65/CY
Seasonal Color (4" Annuals)	Per plant (installed)	\$3.00/plant
Palm Injections	Per palm / treatment	\$75/palm
Irrigation Repair Labor	Per hour	\$75/hour
Annual Bed Renovation	Per labor hour	\$75/hour
Shrub Replacement (1-gal – large)	Per shrub	\$25 – \$225
Tree Replacement (up to 6" cal)	Per tree	\$350 – \$1,200
Sod Replacement	Per square foot	\$2.50 – \$4.50
Enhanced Bed Weeding	Per labor hour	\$45

All work per UF/IFAS BMPs, Lee County ordinances, and state regulations. Proposals submitted in writing for approval.

Landscape Design & Installation

BEYOND MAINTENANCE — FULL DESIGN CAPABILITIES

Our partnership with Stoneybrook North CDD goes beyond weekly maintenance. When the Board is ready to revitalize an entrance, refresh an amenity area, or reimagine a common area, our in-house design and installation team delivers cohesive solutions that balance aesthetics, environmental responsibility, and long-term lifecycle cost.

DESIGN & INSTALLATION CAPABILITIES

Community Entrances Monument landscaping, signature entry features, and seasonal color that create a strong first impression.

Amenity Centers Integrated designs for clubhouses, pools, parks, and recreation areas that enhance usability, safety, and visual appeal.

Buffers & Perimeters Tree and shrub planning for privacy screening, noise reduction, and aesthetic continuity.

Common Areas & Walkways Coordinated plant palettes, shade planning, and pedestrian-friendly layouts.



Flower enhancement — Proper layering, shaping, and color

TECHNICAL & PLANNING SERVICES

- Comprehensive site analysis and micro-climate assessment
- Color, texture, seasonal interest, and shading studies
- Tree, shrub, ornamental, and turf selection for long-term performance
- Irrigation, drainage, and water-management integration
- Landscape lighting for safety, wayfinding, and energy efficiency
- Phased installation aligned with District budget cycles



Community roundabout plan — species-specific plantings with phased installation

Pricing Summary

Fixed pricing for Years 1 and 2. Modest 3% increase in Year 3. No hidden fees. No surprises.

Combined Year 1 Total
\$442,494 / year
 \$36,875 / month

Landscape Maintenance	Annual Cost	Monthly Cost
Year 1 (Initial Term)	\$301,080	\$25,090.33
Year 2 (Optional Renewal)	\$301,080	\$25,090.33
Year 3 (Optional Renewal, +3%)	\$310,112	\$25,843.03

Irrigation Management	Annual Cost	Monthly Cost
Year 1 (Initial Term)	\$141,414	\$11,784.50
Year 2 (Optional Renewal)	\$141,414	\$11,784.50
Year 3 (Optional Renewal, +3%)	\$145,656	\$12,138.03

\$25,090
 MAINTENANCE / MONTH

\$11,785
 IRRIGATION / MONTH

\$36,875
 COMBINED MONTHLY

Contract: execution through Sep 30 of current FY. Auto-renews Oct 1–Sep 30. Y1 & Y2 identical. Y3 reflects 3% adjustment.

References (CDD / HOA)

Full-service landscape and irrigation maintenance for CDD / HOA communities of similar size and amenity level. Ongoing relationships; all clients available for contact.

Client	Location	Tenure	Contact	Phone
Gulf Harbour Yacht & Country Club	Ft Myers, FL	22 yrs	Rod Middleton	(239) 437-0340
Tarpon Point	Cape Coral, FL	20 yrs	Lauren Snyder	(239) 849-5866
Colonial Shores	Ft Myers, FL	16 yrs	Jerry Geolat	(618) 410-0711
Eagle Reserve	Ft Myers, FL	8 yrs	Angie DuBois	(239) 823-6298
Tidewater	Estero, FL	1 yr	Alondra Villanueva	(239) 851-9593
Crown Colony Country Club	Ft Myers, FL	1 yr	Jennifer Lewis	(540) 727-0156

6
CLIENT REFERENCES

68
COMBINED YEARS

0
TERMINATIONS

FL
STATEWIDE

Compliance, Certifications & Equipment

Credential	Holder	Details
Certified Pest Control Operator	Robert Brandon Whaley	Certificate #JF189065
State Irrigation License	Mike Van Trump	#SCC131153293 (exp. 8/31/2026)
BMP Certification	Brian Stephens	FL Green Industries BMPs
ISA Certified Arborist	Rick Giordano	FL-6493A
FDOT TTC Advanced	Sergio Concha	Certificate #413549
Licensed CAM	Joe Lasota	Active credential
E-Verify	Everyday Maintenance	Federal employment verification
Lee County Business Tax	Yard-Nique Inc.	Acct #1091476 (exp. 9/30/2026)



107 trucks • 45 trailers • 20 irrigation trucks • 47 riding mowers • 750+ field equipment pieces
LICENSES & CERTIFICATIONS

Insurance — Exceeds All RFP Requirements

Coverage	RFP Requires	Everyday Maintenance Carries	Exceeds
Workers' Comp (per accident)	\$100,000	\$1,000,000	10x
Workers' Comp (disease agg)	\$500,000	\$1,000,000	2x
CGL (per occurrence)	\$2,000,000	\$2,000,000	Meets
CGL (aggregate)	\$2,000,000	\$3,000,000	1.5x
Auto (combined single)	\$1,000,000	\$1,000,000	Meets
Umbrella (per occurrence)	\$1,000,000	\$5,000,000	5x



FL Cert. Pest Control Operator
 Robert Whaley — #JF189065



FL Irrigation Spec. Contractor
 Mike Van Trump —
 #SCC131153293



Lee County Business Tax Receipt
 Acct #1091476 — Exp. 9/30/2026

Technology Platform

Industry-leading technology delivering transparent, data-driven reporting for Stoneybrook North's documentation requirements.

TerraLens

Proprietary Site Intelligence Platform

- Audit Reports — site checks, photos, issues, corrective actions
- Irrigation Reports — performance, coverage, leak data, zone review
- Agronomic Analysis — soil metrics, fertilization docs, disease ID
- GPS Tracking — property maps, route logs, crew verification
- Real-Time Delivery — reports created and submitted from the field

SyncScope — Client Communication Portal

On-demand access to service reports, work orders, approvals, and invoicing. Track requests, submit work orders, view reports — from any device.

Meeting District Reporting Requirements

These platforms support all Stoneybrook North reporting:

- Bi-weekly inspection reports
- Comprehensive monthly photo reports (one week before month-end)
- Weekly maintenance report forms per RFP template
- Monthly walk-through documentation
- Real-time communication

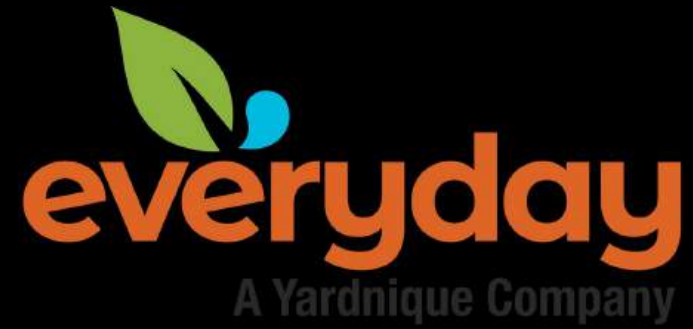
All submitted to abarliso@hikai.com and Brightwater@hikai.com

Specific Plant Replacement — Hard-Freeze Damage

Separate proposal per the Official Bid Proposal Form — hard-freeze replacement along the northern tree-line perimeter and the tot lot / dog park. Like-for-like or District-approved species; perennials preferred in feature beds. Rates below apply.

Service	Unit	Rate
Mulch Installation	Per cubic yard (installed)	\$65/CY
Seasonal Color (4" Annuals)	Per plant (installed)	\$3.00/plant
Palm Injections	Per palm / treatment	\$75/palm
Irrigation Repair Labor	Per hour	\$75/hour
Annual Bed Renovation	Per labor hour	\$75/hour
Shrub Replacement (1-gal – large)	Per shrub	\$25 – \$225
Tree Replacement (up to 6" cal)	Per tree	\$350 – \$1,200
Sod Replacement	Per square foot	\$2.50 – \$4.50
Enhanced Bed Weeding	Per labor hour	\$45

Florida Grade No. 1 material; dead material removed off-site; disturbed beds re-mulched (~2") and watered to establish; one-year plant warranty. Hard-freeze (cold) damage is excluded from the Contractor's at-risk obligation, so replacement is a separate, District-approved item — quoted and authorized in writing before any work, with final quantities verified by a joint field inventory at award.



Thank You

We look forward to building a long-term partnership
with Stoneybrook North CDD.

Joe Lasota • Business Development Manager
(941) 350-4442 • Joe.Lasota@Yardnique.com
www.yardnique.com

OFFICIAL RFP FORMS

Official Proposal Form • Agreement • Weekly Report • Affidavit

Official Proposal Form for

Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: Yardnique, Inc. d/b/a Everyday Maintenance

In accordance with the solicitation of proposals issued by the Stoneybrook North Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

Base Landscape Maintenance Services:

Includes turf mowing, edging, trimming, shrub and groundcover maintenance, tree and palm pruning, fertilization, pest control, weed control, debris removal, retention pond and lake bank mowing, storm debris cleanup, and monthly reporting.

Total Cost for the first year of the above items \$ 301,080 /year (\$ 25,090.33 /month)

Optional Yearly Renewal Cost Year 2 \$ 301,080 /year (\$ 25,090.33 /month)

Optional Yearly Renewal Cost Year 3 \$ 310,112 /year (\$ 25,843.03 /month)

Irrigation System Monitoring and Maintenance:

Includes monthly wet checks, system monitoring, valve cleaning, controller adjustments, minor repairs while on site, and reporting as described in the Scope of Services.

Total Cost for the first year of the above items \$ 141,414 /year (\$ 11,784.50 /month)

Optional Yearly Renewal Cost Year 2 \$ 141,414 /year (\$ 11,784.50 /month)

Optional Yearly Renewal Cost Year 3 \$ 145,656 /year (\$ 12,138.03 /month)

Additional Services (not included in base contract):

Mulch Installation (2" depth)

\$ 65.00 per cubic yard installed

Seasonal Color Installation (4" perennial)

\$ 3.00 per plant installed

Palm Injections (if approved)

\$ 75.00 per palm per treatment

Irrigation Repair Labor Rate (repairs exceeding included minor repairs)

\$ 75.00 per hour

Servicing 12 Dog Waste Stations and 2 Trashcans at the Tot Lot/Dog Park (Once a week)

\$ 225.00 per month

Plant Replacement / Enhancements

To be quoted and approved by the District prior to installation.

Additional Proposal for Specific Plant Replacement

The Board currently would like pricing for replacing plants damaged by hard freezes, specifically along the northern tree line perimeter of the property and near the tot lot/dog park. *A separate proposal is provided under separate cover, per the Board's request.*

Note: All pricing above is based on the initial term from the contract effective date through September 30 of the District's current Fiscal Year. Optional renewal periods shall follow the District's Fiscal Year, October 1 through September 30, unless otherwise adjusted by mutual written agreement.

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Dominick Portoghese

Title of Authorized Signatory of Proposer: Director, Business Development

Signature of Authorized Signatory of Proposer: *Dominick Portoghese*

Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Agreement**”) is entered into as of _____, 2026 between the **Stoneybrook North Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and Yardnique, Inc. d/b/a Everyday Maintenance , a Florida Corporation , registered to do business in the State of Florida (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services attached

hereto as **Exhibit A** (the “**Scope**”) in the locations shown in the maintenance map attached hereto as **Exhibit C**.

- b. Contractor’s Official Proposal Form is attached hereto as **Exhibit B**.
- c. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. Additional Work. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

5. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor’s personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District’s election to terminate these activities pursuant to this paragraph.

6. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work

within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.

- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
- j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. **Termination.**

- a. Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
- b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from

the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. District Representatives and Inspections.

- a. The District hereby designates the District Manager and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Compensation

- a. As compensation for the Work performed under this Agreement, the District shall pay Contractor:
 - i. **Base Landscape Maintenance Services and Irrigation System Monitoring and Maintenance.** For the Base Landscape Maintenance Services and the Irrigation System Monitoring and Maintenance Services described in the Work, which are performed on a monthly basis: \$36,875 per month.
 - ii. **Seasonal Color.** Seasonal color installation shall be performed only upon written authorization from the District. If authorized, Contractor shall be compensated at the unit price per 4" annual as described in Contractor's Official Proposal form attached hereto as **Exhibit B**.
 - iii. **Additional Irrigation Repairs and Services.** Irrigation repairs or services not included within the Irrigation System Monitoring and Maintenance services shall be performed only upon written authorization from the District. Contractor shall be compensated at the hourly rate set forth in Contractor's Official Proposal Form attached hereto as **Exhibit B**, not to exceed the amount approved in writing by the District.
 - iv. **Additional Services.** Any services not included within the Base Landscape Maintenance Services or Irrigation System Monitoring and Maintenance Services shall be performed only upon written authorization from the District. Compensation for such services shall be at the rates set forth in Contractor's Official Proposal Form attached hereto as **Exhibit B**, or at such other price as may be approved in writing by the District.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:

- i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date,
 - iv. an invoice number
 - v. a reference to a proposal number if applicable,
 - vi. the location (including the community if applicable),
 - vii. descriptive enough to allow reader to understand services performed
 - viii. an itemized listing of all costs billed on the invoice with a description of each service,
 - ix. the time frame within which the services were provided, and
 - x. the address or bank information to which payment is to be remitted.
- c. In the event services are not needed (dry times and mowing not needed on the frequency designated in the Scope of Services), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.
 - d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
 - e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
 - f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
 - g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang

graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the

District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.

- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. **Commercial General Liability:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. **Automobile Liability:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. **Umbrella Liability:** With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.

- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

18. No Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is

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

19. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

22. Anti- Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

23. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 565-4663, OR BY EMAIL AT AUDETTE@HIKAI.COM, OR BY REGULAR MAIL AT 2502 N. ROCKY POINT DRIVE, SUITE 1000, TAMPA, FL 33607.

24. Waivers. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

25. Governing Law and Venue. This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.

26. Enforcement of Agreement. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

27. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

28. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.

29. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

31. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

32. Notices. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

a. If to Contractor: Yardnique, Inc. d/b/a Everyday Maintenance
5835 Youngquist Rd, Fort Myers, FL 33912

b. If to District: Stoneybrook North Community Development
District c/o Kai
2502 N. Rocky Point Drive
Suite 1000
Tampa, FL 33607

33. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

34. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Company name:
Yardnique, Inc. d/b/a Everyday Maintenance

**Stoneybrook North
Community Development District**

Dominick Portoghese
Name: Dominick Portoghese
Title: Director Business Development

Name: _____
Title: Chair/Vice Chair, Board of Supervisors

Exhibit A: Scope of Services
Exhibit B: Contractor's Bid Form
Exhibit C: Maintenance Map

**Weekly Landscaping Maintenance Report
for the Stoneybrook North Community Development District**

Date of maintenance visit: _____ Supervisor: _____

Listing of problems and locations (include color pictures and addresses or intersections):

1. Insect and plants: _____

2. Disease and plants: _____

3. Nutrient problems and plants: _____

4. Dry plants: _____

5. Wet plants: _____

6. Dead plants removed: _____

7. Tree service work needed: _____

8. Irrigation damage and repairs: _____

Extra work performed:

1. Number of workers: _____
2. Their title(s): _____
3. Hours per worker: _____
4. Description of work performed: _____

List of any items the District needs to know of or any extra work that is recommended to be performed outside of the scope of the Agreement (include estimate of time to perform the work). _____

Affidavit for

Public Entity Crimes, Scrutinized Companies, E-Verify, Non-Collusion, and Anti-Human Trafficking

*[Request for Proposals for Landscape and Irrigation Maintenance Services]
Stoneybrook North Community Development District*

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

Name of Proposer: Everyday Maintenance

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the "Scrutinized Companies that Boycott Israel List" nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

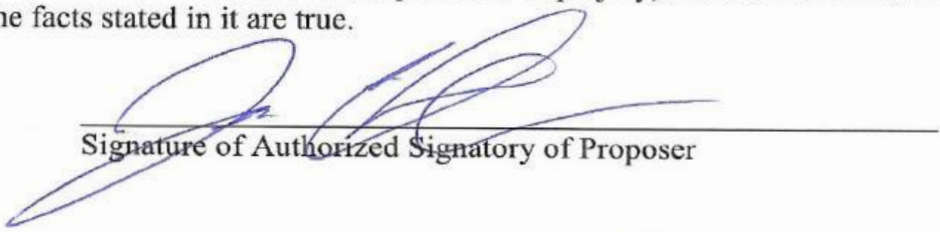
11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

Anti-Human Trafficking

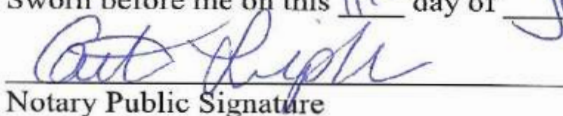
16. Our firm does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
17. Upon positive selection under the Request for Proposals, our firm intends to execute a contract with the Stoneybrook North Community Development District.
18. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Stoneybrook North Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work. Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.



Signature of Authorized Signatory of Proposer

Sworn before me on this 11th day of June, 2026



Notary Public Signature



CAITLIN LIPKE
Commission # HH 732895
Expires October 19, 2029

Notary Stamp

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 10 23
Page 2 of 10

INSURED'S COPY

ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

- (2) A watercraft you do not own that is:
- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
 - (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

- 1. Your officials;
- 2. Your trustees;
- 3. Your members;
- 4. Your board members;
- 5. Your commission members;
- 6. Your agency members;
- 7. Your insurance managers;
- 8. Your elective or appointed officers; and
- 9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
 - 1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

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Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENT TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS — BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II — LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of SECTION II, A.2.a. - **Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to SECTION II, B.4. - **Exclusions**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, SECTION II, B.5. - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to SECTION II, B.6. - **Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to SECTION II, A.1. - **Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSURED - As Required By Contract

The following is added to SECTION II, A.1. - **Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured" but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
 2. It is permitted by law; and
 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".
- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to SECTION II, A.1. - **Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered Private Passenger Auto, "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled. For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair.

This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto", our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B. 5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto" the following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Available in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;

d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and

e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, securities or valuable papers. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";
 - b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
 - c. Designed to be solely operated by use of power from the "auto's" electrical system; or
 - d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V — DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to. If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION
ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/07/2026

Policy No. WCP1102120

Endorsement No.

Insured

Premium \$

YARD NIQUE, INC.

Insurance Company

Countersigned by _____

BUILDERS MUTUAL INSURANCE COMPANY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER OF SUBROGATION
ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/07/2026

Policy No. WCP1094817

Endorsement No.

Insured

Premium \$

YARD NIQUE, INC.

Insurance Company

Countersigned by _____

BUILDERS MUTUAL INSURANCE COMPANY

EXHIBIT 7

AGENDA

Stoneybrook North CDD — Landscape Bid Scoring Sheet (June 2026)

Landscape and Irrigation Maintenance Services RFP — Evaluation per Attached Criteria

Everyday			
Pricing		Evaluation Criteria	Points Awarded
Year 1 — Landscape	\$301,080.00	1. Location and Personnel (25 Points)	
Year 1 — Irrigation	\$141,414.00	<i>Locations of headquarters/permanent office in relation to project; capabilities and experience of key personnel; present ability to manage work; evaluation of existing workload; proposed staffing levels.</i>	
Year 2 — Landscape	\$301,080.00	2. Experience and Available Equipment (20 Points)	
Year 2 — Irrigation	\$141,414.00	<i>Past record and experience in similar projects; volume of work previously performed; past performance for other CDDs; character, integrity, reputation; availability of necessary equipment.</i>	
Year 3 — Landscape	\$310,112.00	3. Understanding of the RFP and Scope of Services (25 Points)	
Year 3 — Irrigation	\$145,656.00	<i>Demonstrates understanding of District's needs; includes all requested information (product specs, pricing, scheduling, staffing, qualifications); proposal completed as directed; clearly demonstrates ability to perform.</i>	
		4. Price (30 Points)	
		<i>Full 30 pts awarded to lowest Total Bid Price. Others scored by formula: (Low Bid + Proposer's Bid) × 30.</i>	
Combined Year Average	\$446,918.67	TOTAL SCORE (100 Points Possible)	0

Additional Unit Pricing	
Mulch Installation	\$65 / cubic yard
Seasonal Color Installation	\$3 / plant
Palm Injections	\$75 / palm
Irrigation Repair	\$75 / hr
Dog Waste Maintenance	\$225 / month
Plant Replacements / Enhancements	Approval required
Annual Bed Renovation	\$75 / labor hr
Shrub Replacement (1 gal–large)	\$25–\$225
Tree Replacement (up to 6" cal)	\$350–\$1,200
Sod Replacement	\$2.50–\$4.50
Enhanced Bed Weeding	\$45 / labor hr

Florida Commercial Care			
Pricing		Evaluation Criteria	Points Awarded
Year 1 — Landscape	\$300,936.00	1. Location and Personnel (25 Points)	
Year 1 — Irrigation	\$15,168.00	<i>Locations of headquarters/permanent office in relation to project; capabilities and experience of key personnel; present ability to manage work; evaluation of existing workload; proposed staffing levels.</i>	
Year 2 — Landscape	\$300,936.00	2. Experience and Available Equipment (20 Points)	
Year 2 — Irrigation	\$15,168.00	<i>Past record and experience in similar projects; volume of work previously performed; past performance for other CDDs; character, integrity, reputation; availability of necessary equipment.</i>	
Year 3 — Landscape	\$300,964.08	3. Understanding of the RFP and Scope of Services (25 Points)	
Year 3 — Irrigation	\$16,128.00	<i>Demonstrates understanding of District's needs; includes all requested information (product specs, pricing, scheduling, staffing, qualifications); proposal completed as directed; clearly demonstrates ability to perform.</i>	
		4. Price (30 Points)	
		<i>Full 30 pts awarded to lowest Total Bid Price. Others scored by formula: (Low Bid + Proposer's Bid) × 30.</i>	
Combined Year Average	\$316,433.36	TOTAL SCORE (100 Points Possible)	0

Additional Unit Pricing	
Mulch Installation	\$63 / cubic yard
Seasonal Color Installation	\$2.75 / plant
Palm Injections	\$95 / palm
Irrigation Repair	\$79 / hr
Dog Waste Maintenance	\$1,330 / month
Plant Replacements / Enhancements	Approval required

Juniper			
Pricing		Evaluation Criteria	Points Awarded
Year 1 — Landscape	\$188,721.46	1. Location and Personnel (25 Points)	
Year 1 — Irrigation	\$86,282.04	<i>Locations of headquarters/permanent office in relation to project; capabilities and experience of key personnel; present ability to manage work; evaluation of existing workload; proposed staffing levels.</i>	
Year 2 — Landscape	\$194,383.10	2. Experience and Available Equipment (20 Points)	

Year 2 — Irrigation	\$88,870.50	<i>Past record and experience in similar projects; volume of work previously performed; past performance for other CDDs; character, integrity, reputation; availability of necessary equipment.</i>	
Year 3 — Landscape	\$200,214.59		
Year 3 — Irrigation	\$91,536.62	3. Understanding of the RFP and Scope of Services (25 Points) <i>Demonstrates understanding of District's needs; includes all requested information (product specs, pricing, scheduling, staffing, qualifications); proposal completed as directed; clearly demonstrates ability to perform.</i>	
		4. Price (30 Points) <i>Full 30 pts awarded to lowest Total Bid Price. Others scored by formula: (Low Bid + Proposer's Bid) × 30.</i>	
Combined Year Average	\$283,336.10	TOTAL SCORE (100 Points Possible)	0

Additional Unit Pricing	
Mulch Installation	\$59.40 / cubic yard
Seasonal Color Installation	\$5.50 / plant
Palm Injections	\$75 / palm
Irrigation Repair	\$65 / hr
Dog Waste Maintenance	\$7,940 / month
Plant Replacements / Enhancements	Approval required

Sunrise				
Pricing		Evaluation Criteria		Points Awarded
Year 1 — Landscape	\$292,880.00	1. Location and Personnel (25 Points) <i>Locations of headquarters/permanent office in relation to project; capabilities and experience of key personnel; present ability to manage work; evaluation of existing workload; proposed staffing levels.</i>		
Year 1 — Irrigation	\$124,320.00			
Year 2 — Landscape	\$301,666.40	2. Experience and Available Equipment (20 Points) <i>Past record and experience in similar projects; volume of work previously performed; past performance for other CDDs; character, integrity, reputation; availability of necessary equipment.</i>		
Year 2 — Irrigation	\$128,049.60			
Year 3 — Landscape	\$312,224.72	3. Understanding of the RFP and Scope of Services (25 Points) <i>Demonstrates understanding of District's needs; includes all requested information (product specs, pricing, scheduling, staffing, qualifications); proposal completed as directed; clearly demonstrates ability to perform.</i>		
Year 3 — Irrigation	\$132,531.34			
		4. Price (30 Points) <i>Full 30 pts awarded to lowest Total Bid Price. Others scored by formula: (Low Bid + Proposer's Bid) × 30.</i>		
Combined Year Average	\$430,557.35	TOTAL SCORE (100 Points Possible)	0	

Additional Unit Pricing	
Mulch Installation	\$65 / cubic yard
Seasonal Color Installation	\$3.75 / plant
Palm Injections	\$60 / palm
Irrigation Repair	\$70 / hr
Dog Waste Station Maintenance	\$ 830 / month
Plant Replacements / Enhancements	Approval required

Tony's Lawn & Landscaping				
Pricing		Evaluation Criteria		Points Awarded
Year 1 — Landscape	\$178,500.00	1. Location and Personnel (25 Points) <i>Locations of headquarters/permanent office in relation to project; capabilities and experience of key personnel; present ability to manage work; evaluation of existing workload; proposed staffing levels.</i>		
Year 1 — Irrigation	\$23,400.00			
Year 2 — Landscape	\$178,500.00	2. Experience and Available Equipment (20 Points) <i>Past record and experience in similar projects; volume of work previously performed; past performance for other CDDs; character, integrity, reputation; availability of necessary equipment.</i>		
Year 2 — Irrigation	\$23,400.00			
Year 3 — Landscape	\$178,500.00	3. Understanding of the RFP and Scope of Services (25 Points) <i>Demonstrates understanding of District's needs; includes all requested information (product specs, pricing, scheduling, staffing, qualifications); proposal completed as directed; clearly demonstrates ability to perform.</i>		
Year 3 — Irrigation	\$23,400.00			
		4. Price (30 Points) <i>Full 30 pts awarded to lowest Total Bid Price. Others scored by formula: (Low Bid + Proposer's Bid) × 30.</i>		
Combined Year Average	\$201,900.00	TOTAL SCORE (100 Points Possible)	0	

Additional Unit Pricing	
Mulch Installation	\$91.12 / cubic yard
Seasonal Color Installation	\$5.25 / plant
Palm Injections	\$60 / palm
Irrigation Repair	\$65 / hr
Dog Waste Station Maintenance	\$ 224 / month
Plant Replacements / Enhancements	Approval required

United Land			
Pricing		Evaluation Criteria	Points Awarded
Year 1 — Landscape	\$181,392.00	1. Location and Personnel (25 Points)	
Year 1 — Irrigation	\$10,956.00	<i>Locations of headquarters/permanent office in relation to project; capabilities and experience of key personnel; present ability to manage work; evaluation of existing workload; proposed staffing levels.</i>	
Year 2 — Landscape	\$181,392.00	2. Experience and Available Equipment (20 Points)	
Year 2 — Irrigation	\$10,956.00	<i>Past record and experience in similar projects; volume of work previously performed; past performance for other CDDs; character, integrity, reputation; availability of necessary equipment.</i>	
Year 3 — Landscape	\$186,840.00	3. Understanding of the RFP and Scope of Services (25 Points)	
Year 3 — Irrigation	\$11,280.00	<i>Demonstrates understanding of District's needs; includes all requested information (product specs, pricing, scheduling, staffing, qualifications); proposal completed as directed; clearly demonstrates ability to perform.</i>	
		4. Price (30 Points)	
		<i>Full 30 pts awarded to lowest Total Bid Price. Others scored by formula: (Low Bid ÷ Proposer's Bid) × 30.</i>	
Combined Year Average	\$194,272.00	TOTAL SCORE (100 Points Possible)	0
Additional Unit Pricing			
Mulch Installation		\$65 / cubic yard	
Seasonal Color Installation		\$2.50 / plant	
Palm Injections		\$95 / palm	
Irrigation Repair		\$55 / hr	
Dog Waste Station Maintenance		\$845 / month	
Plant Replacements / Enhancements		Approval required	

EXHIBIT 8

AGENDA

1 **MINUTES OF MEETING**
2 **STONEYBROOK NORTH**
3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Stoneybrook North Community
5 Development District was held on Tuesday, May 26, 2026 at 2:00 p.m. at Hyatt Place Ft. Myers at the
6 Forum, 2600 Champion Ring Road, Fort Myers, FL 33905.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Ms. Bruce called the meeting to order at 2:18 p.m. and conducted roll call.

9 Present and constituting a quorum were:

10 Michael Lawson	Board Supervisor, Chairman
11 Doug Draper	Board Supervisor, Vice Chairman
12 Diane Allenbaugh	Board Supervisor, Assistant Secretary
13 Regis Steighner	Board Supervisor, Assistant Secretary
14 Brittany Crutchfield	Board Supervisor, Assistant Secretary

15 Also, present was:

16 Audette Bruce	District Manager, Kai
17 Tyson Waag (<i>online in Teams</i>)	District Engineer, Stantec
18 Tonja Stewart (<i>online in Teams</i>)	District Engineer, Stantec
19 Whitney Souza (<i>online in Teams</i>)	District Counsel, Straley Robin Vericker

20 *The following is a summary of the discussions and actions taken at the May 26, 2026 Stoneybrook North*
21 *CDD Board of Supervisors Regular Meeting.*

22 *Included in this summary is the June 11, 2026 Continued Meeting.*

23 **SECOND ORDER OF BUSINESS – Audience Comments–** (*limited to 3 minutes per individual on*
24 *agenda items*)

25 There were three persons present, 10 were online.

26 **THIRD ORDER OF BUSINESS – Business Items**

27 A. Exhibit 1: Consideration for Adoption – **Resolution 2026-10**, Designating Officers

28 Ms. Bruce explained that the resolution concerned the designation of officers due to a change in
29 controller. She stated that the action was necessary to ensure that the new controller would be
30 authorized to sign checks on behalf of the community and pay its bills.

31 On a MOTION by Ms. Allenbaugh, SECONDED by Mr. Steighner, WITH ALL IN FAVOR, the Board
32 adopted the **Resolution 2026-10, Designating Officers**, for the Stoneybrook North Community
33 Development District.

34 B. Exhibit 2: Consideration for Adoption – **Resolution 2026-11**, Authorizing Bank Account
35 Signatories

36 Ms. Bruce explained that the resolution would add Ken Joins and Lauren Parsons, serving as
37 Treasurer and Assistant Treasurer, respectively, as authorized signatories for community accounts.
38

39 On a MOTION by Mr. Lawson, SECONDED by Ms. Allenbaugh, WITH ALL IN FAVOR, the Board
 40 adopted the **Resolution 2026-11, Authorizing Bank Account Signatories**, for the Stoneybrook North
 41 Community Development District.

42 C. Exhibit 3: Presentation of Supplemental Engineer's Report

43 Ms. Stewart presented the updated Engineer's Report for the Stoneybrook North Community
 44 Development District related to the issuance of new bonds. She explained that the report had
 45 previously been approved and was being updated to reflect revised cost estimates for public
 46 improvements and community facilities totaling \$13,585,000.

47 Mr. Lawson moved to approve the amended Engineer's Report in substantial form to address the
 48 cost increase and to include it as an exhibit to the Delegated Award Resolution.

49 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
 50 approved the **Supplemental Engineer's Report in substantial form and to be an exhibit in the**
 51 **Delegated Award Resolution**, for the Stoneybrook North Community Development District.

52 D. Exhibit 4: Presentation of Supplemental Assessment Methodology Report

53 Mr. Lawson explained that, due to increased construction costs reflected in the amended assessment
 54 methodology report, the bond amount had increased accordingly. He noted that the revised amount
 55 would be reallocated among the properties subject to the debt assessments and clarified that the
 56 bond issuance applied only to portions of Phases 4, 5 and 6.

57

58 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved
 59 the **Supplemental Assessment Methodology Report in substantial form and to be an exhibit in the**
 60 **Delegated Award Resolution**, for the Stoneybrook North Community Development District.

61 E. Exhibit 5: Consideration for Adoption – **Resolution 2026-12**, Amended and Restated Delegated
 62 Award

63 Mr. Lawson explained that the Board had previously approved a Delegated Award Resolution at a
 64 lower cost basis and that the current item represented an amended version reflecting updated project
 65 costs. He stated that the resolution constituted final action and authorized the Chair or Vice Chair
 66 to work with the bond financing team to finalize the bond issuance, including pricing the bonds and
 67 completing the closing process.

68 He further explained that the resolution included several exhibits in substantial form, including the
 69 Bond Purchase Contract, Supplemental Indenture, Preliminary Limited Offering Memorandum,
 70 and Continuing Disclosure Agreement. He noted that these documents would be finalized and
 71 refined after bond pricing to incorporate the final terms and conditions of the bonds.

72 Ms. Allenbaugh asked who would benefit from the discount being applied to the bond sale. Mr.
 73 Lawson responded that the discount represented the underwriter's fee.

- 74 ➤ Exhibit A – Form of Purchase Contract
- 75 ➤ Exhibit B – Form of Supplemental Indenture
- 76 ➤ Exhibit C – Form of Preliminary Limited Offering Memorandum
- 77 ➤ Exhibit D – Form of Continuing Disclosure Agreement

78 On a MOTION by Mr. Lawson, SECONDED by Ms. Allenbaugh, WITH ALL IN FAVOR, the Board
79 adopted the **Resolution 2026-12, Amended and Restated Delegated Award**, for the Stoneybrook North
80 Community Development District.

81 F. Exhibit 6: Consideration for Adoption – **Resolution 2026-13**, Approving Proposed Budget and
82 Setting Public Hearing

83 The Board chose to postpone discussion on the budget to a later date when the meeting is continued
84 to June 11th at 2:00 p.m.

85 At the continued meeting, Ms. Bruce explained that the document presented is a high-water mark
86 budget and not the final budget for FY 2027. She explained that it allows flexibility for adjustments
87 over the coming months, with finalization planned for August.

88 Mr. Lawson explained that several professional services line items had been consolidated into a
89 single category, including an increase in audit expenses and legal services. He noted that legal
90 services had increased by approximately \$8,058, and that the overall administrative budget
91 reflected an approximate \$35,000 increase compared to the prior year.

92 Mr. Steighner inquired about a significant increase in regulatory and permit fees, specifically an
93 increase of \$10,000, and asked for clarification on the reason for the change. Mr. Lawson responded
94 that there should not be such an increase in that category and stated that staff would review the
95 item. He indicated that the amount would either be removed or reallocated to another appropriate
96 budget line item.

97 For the increase in legal advertisements, Ms. Bruce explained that a significant portion of recent
98 costs related to public records requests submitted by residents on various matters. She added that
99 certain requests must also be forwarded to legal counsel for review, particularly when the requests
100 are complex or involve legal considerations. She stated that legal counsel provides guidance on
101 required disclosures and ensures that responses are complete and compliant. Mr. Lawson added
102 that additional costs were also attributable to ongoing litigation involving Mancini Construction
103 Company. He explained that the District is represented in litigation by special counsel, as the
104 District's general counsel does not handle litigation matters. He noted that these ongoing legal
105 proceedings are a primary driver of the associated legal expenses.

106 Mr. Lawson also indicated that streetlight budgeting and scheduling may be based on projected
107 development timelines resulting from discussions with project managers and District staff. He
108 further noted that staff would review the streetlight installation schedule to ensure that projected
109 costs and timing were appropriately reflected in the budget.

110 Mr. Lawson explained that additional revenue was expected as future lots came online and home
111 sales occurred within newly developed phases. He noted that projected builder and developer
112 closings were difficult to forecast with certainty, but management had requested estimates from
113 developers based on existing contracts to assist with revenue projections. He stated that these
114 anticipated closings would contribute additional assessment revenue and could improve the
115 District's financial position. Based on current assumptions, he reported that the budget reflected an
116 estimated physical environment deficit of approximately \$511,000.

117 Mr. Steighner expressed concern about relying on gap funding and the associated interest costs,
118 noting the potential for a compounding financial effect if deficits continued over multiple years.
119 Mr. Lawson responded that the intent was not to rely on gap funding indefinitely. He stated that,
120 over time, the District should begin generating surpluses as development progressed and additional
121 properties became fully assessed, thereby reducing or eliminating the need for gap funding.

122 Ms. Allenbaugh asked what the projected year-end financial position would be, specifically
 123 whether the District was expected to end the fiscal year with a positive or negative balance. Mr.
 124 Lawson replied that the projected result would be negative, although he could not yet determine
 125 the final amount. He explained that the outcome would depend on the final budget adopted and the
 126 pace of homebuilding activity and lot development in future phases.

127 Ms. Allenbaugh then asked whether the projection included anticipated expenditures related to the
 128 gate system that had not yet been incurred. Mr. Lawson responded that the projected variance was
 129 based on the total anticipated budget and expected revenues from both currently assessed lots and
 130 future lots that were still assessed at lower rates as undeveloped land. He explained that as those
 131 properties developed and assessments increased, the financial projections would improve. He
 132 emphasized that the projected deficit assumed full expenditure of the adopted budget and noted that
 133 actual expenditures often come in below budget, meaning the final deficit could ultimately be lower
 134 than projected.

135 ➤ Exhibit A: Proposed Budget for Fiscal Year 2026/2027

136 On a MOTION by Mr. Lawson, SECONDED by Ms. Allenbaugh, WITH ALL IN FAVOR, the Board
 137 adopted the **Resolution 2026-13, Approving Proposed Budget and Setting Public Hearing**, for the
 138 Stoneybrook North Community Development District.

139 **FOURTH ORDER OF BUSINESS – Consent Agenda**

140 A. Exhibit 7: Consideration for Approval – The Meeting Minutes of the Board of Supervisors
 141 Regular Meeting Held on April 28, 2026

142 B. Exhibit 8: Ratification of Special Warranty Deed by North Brook Holdings, LLC in favor of
 143 Stoneybrook North CDD

144 C. Exhibit 9: Ratification of Second Amendment to Outdoor Solar Lighting Service Agreement
 145 between GIG Fiber, LLC and Stoneybrook North CDD

146 D. Exhibit 10: Ratification of Aquatic Services Agreement between Crosscreek Environmental, Inc.,
 147 and Stoneybrook North CDD

148 Ms. Allenbaugh then raised concerns regarding invasive vegetation around the community's lakes.

149 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
 150 approved **Items A to D under the Consent Agenda**, for the Stoneybrook North Community Development
 151 District.

152 **FIFTH ORDER OF BUSINESS – Staff Reports**

153 A. District Counsel

154 Ms. Allenbaugh inquired about the status of enforcement efforts regarding items placed within
 155 community easements, specifically referencing a property where large rocks had been installed in
 156 an easement area. She expressed concern that the rocks posed a safety hazard and asked whether
 157 the homeowner had been notified.

158 Ms. Sousa confirmed that staff could prepare a district-wide easement policy. She explained that
 159 the policy would establish a standardized process for reviewing and approving homeowner requests
 160 involving easement areas, such as the installation of fences or other improvements. She indicated
 161 that the proposed policy could be placed on a future meeting agenda for Board consideration.

162 Mr. Lawson stated that the rocks had been placed near a curve in the roadway, apparently to
163 discourage vehicles from entering the homeowner's lot. He noted that the area was located within
164 a Community Development District easement and that the condition represented a safety concern
165 requiring attention. He emphasized the need to communicate with the homeowner and move the
166 matter toward resolution.

167 Mr. Draper commented that he had observed the location and believed motorists could have
168 difficulty navigating the curve, particularly at night. He suggested that the District's engineer
169 evaluate whether additional safety measures, such as signage or reflectors, might be appropriate to
170 improve visibility and safety in the area.

171 Ms. Allenbaugh further expressed concern that the hazard became more pronounced during periods
172 of heavy rainfall when visibility was reduced. She noted that vehicles parked on the street in the
173 area had also contributed to traffic concerns. She referenced a previous near-incident involving a
174 child and reiterated that the rocks remained a significant safety issue. She also observed that many
175 residents appeared to misunderstand the various easement boundaries within the community,
176 including roadway, lake, and preserve easements. She cited examples of residents planting
177 landscaping or installing structures, including fences, within easement areas.

178 B. District Engineer

179 Mr. Lawson asked the District engineer to prepare a map identifying roadway utility easements,
180 drainage easements around ponds, and preservation or setback easements associated with wetlands.
181 He explained that the purpose of the maps would be to help the District provide educational
182 information to residents regarding the locations and purposes of these easements and to clarify that
183 encroachments or disturbances within such areas are generally prohibited.

184 Ms. Stewart responded that the engineering team was familiar with the request and indicated that
185 Tyson, who had previously worked on the District's maintenance maps, would take the lead on the
186 project.

187 C. Field Operations

188 Ms. Bruce advised the Board that she was providing follow-up information requested at a recent
189 meeting regarding restraining of the towers on the property.

190 Ms. Allenbaugh raised a procedural concern regarding the review of bids specific to the ongoing
191 RFP for landscaping. She expressed a desire for the Board to establish the practice whereby
192 proposals submitted by vendors who did not attend the pre-bid mandatory meeting would be
193 automatically declined, in order to avoid expending time reviewing submissions that were unlikely
194 to be approved.

195 ➤ Exhibit 11: Solitude Pond Report Dated April 29, 2026

196 ➤ Consideration of Proposals

197 • Exhibit 12: WM Side Service LLC – Re-stain wooden Decorative Tower -
198 \$6,500.00

199 • Exhibit 13: WM Side Service LLC – Re-stain wooden Decorative Tower (2)-
200 \$6,500.00

201 • Exhibit 14: Scoop Soldiers – Pet Waste Station Maintenance - \$215.76 weekly

202 • Exhibit 15: Scoop Soldiers – Dog Park Cleaning - \$23.99 weekly

203 • Exhibit 16: Freedom Scoopers – Pet Waste Station Sales, Installation and Pet
204 Waste Management

205 The Board decided to hold the approval of Exhibits 14 to 16 until after the RFP for landscaping
206 concludes.

207 D. District Manager

208 ➤ Exhibit 17: Affidavit of Notice of Qualifying Period for Candidates for the Board of
209 Supervisors

210 A resident inquired about the process for filling a Board seat in the event that no candidates ran
211 for a position, asking whether such a seat would remain vacant.

212 Mr. Lawson responded that if a seat remained unfilled, the Board could appoint an individual to
213 serve in that position.

214 ➤ Update on the Landscape RFP

215 Ms. Bruce provided an update on the Landscape and Irrigation Request for Proposals (RFP) Part
216 II, stating that a pre-bid meeting had been held the previous week. She reported that several firms
217 attended the meeting and those proposals were anticipated from multiple vendors, including United
218 Land (St. Petersburg), Juniper, ASI/Everyday/Yardnique, Tony's Lawn and Landscaping, Florida
219 Commercial Care, and Sunrise, which was the current service provider. She noted that the expanded
220 vendor participation would provide additional options for the Board's consideration.

221 Ms. Bruce requested feedback regarding the produce vendor to determine how to address County
222 requirements for permitting..

223 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

224 Ms. Allenbaugh requested an update on the status of the community gates, expressing concern that
225 residents had been making negative comments regarding their functionality. She noted that, the
226 current gate system was outdated and suggested that a more modern access control system be
227 considered. She also raised the possibility of reallocating or carrying forward funds to support a
228 full replacement, and suggested operational changes such as separating resident and visitor access
229 at different gates. She reiterated that residents expected a gated community experience, but felt that
230 the system had not functioned consistently.

231 Ms. Bruce responded that Hutch Electric had been out to the property to verify the grounding
232 system for the gates and plans are moving ahead to install additional surge protection to the system.

233 Ms. Allenbaugh also referenced concerns about the entrance bridge conditions and indicated that
234 she had submitted photographs showing splitting wood and uneven planks. She expressed that the
235 residents had raised concerns about workmanship and safety.

236 Ms. Bruce provided an update from Mark at Timber Intentions regarding the bridge. She stated that
237 the contractor indicated that observed gaps were expected to shrink as seasonal heat caused
238 moisture loss in the lumber, and that minor splitting was a normal occurrence under these
239 conditions. She further relayed that the wearing surface of the deck was designed to be sacrificial
240 to protect the structural components and that some boards would require replacement after an initial
241 settling period.

242 Ms. Allenbaugh also referenced recurring complaints she had received from residents regarding
243 towing practices and overnight parking enforcement.

244 Ms. Allenbaugh suggested that the Board consider requesting that the Brightwater Lagoon provide
245 designated overnight parking areas as a potential mitigation measure. She clarified that such
246 parking would not apply during active operational hours but would address overnight needs, and
247 she indicated that enforcement through towing could still be applied outside of designated
248 allowances. She emphasized that parking demand within the community represented a serious and

249 ongoing issue requiring resolution, alongside concerns about traffic management and vehicle
250 impacts on infrastructure, including the bridge.

251 Ms. Allenbaugh further stated that she had obtained a legal opinion indicating that closing the first
252 set of entrance gates could be permissible. She noted that she had also been informed that any
253 restriction of lagoon-related traffic through those access points could result in operational impacts
254 beginning in November. She added that she had already received guidance suggesting that closing
255 the gates and redirecting traffic to alternative access points may be an option.

256 Ms. Allenbaugh also proposed the possibility of having residents pay for Lagoon parking permits
257 for overnight and overflow parking to manage excess parking demand in the community.

258

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

261 A resident reported observing gray structures located near the drainage culvert area beyond the tot
262 lot along Marlin Kite. He stated that children were frequently seen climbing on the structures and
263 expressed concern that the area was being used as an informal play space despite potential safety
264 risks.

265 Ms. Allenbaugh responded that the area described was where a previously installed camera had
266 been located and stated she was unsure whether the camera had been replaced. She agreed that the
267 location was being used as a play area by children and raised additional safety concerns. She also
268 referenced ongoing reports of unauthorized four-wheeler activity in the community, stating that she
269 had received videos showing multiple vehicles traveling at high speed and nearly colliding with a
270 car. Ms. Allenbaugh further expressed concern that non-residents were entering the area and
271 operating four-wheelers on community property, including near Pop Ash Creek. She stated that this
272 activity represented a safety and liability risk and suggested that enhanced security measures may
273 be necessary, though she noted reservations about the associated cost. She emphasized concerns
274 about enforcement and parental supervision, as well as broader safety and access control issues
275 within the community.

276 The resident also commented on the condition of a nature trail, noting the absence of benches or
277 seating areas. The resident stated that individuals walking the trail had no designated places to rest,
278 particularly during hot weather, and suggested that seating could improve usability of the area.

279 Mr. Lawson stated that Mr. Waag could review the site to determine what improvements could be
280 made regarding the installation of benches along the nature trail. He noted that sufficient pad area
281 would be required to accommodate benches and any related site features, and indicated that such
282 feasibility considerations would need to be evaluated before any installation could proceed.

283 A resident online commented on the farmers market. She also informed the Board that the Food
284 Truck for the Luau backed out and she was looking for new vendor.

285 Ms. Allenbaugh suggested to give the District Manager permission to approve vendors for anything
286 CDD related. Mr. Lawson made the motion.

287 On a MOTION by Mr. Lawson, SECONDED by Ms. Allenbaugh, WITH ALL IN FAVOR, the Board
288 approved the **District Manager permission to approve vendors for upcoming community events in the**
289 **CDD**, for the Stoneybrook North Community Development District.

290 **EIGHTH ORDER OF BUSINESS – Adjournment**

291 Ms. Bruce asked for final questions, comments, or corrections before requesting a motion to
292 continue the meeting to June 11, 2026, at 2:00 p.m. at the Hyatt Place at the Forum. Mr. Lawson
293 made a motion to continue the meeting.

294 During the continued meeting, Ms. Bruce asked for final questions, comments, or corrections
295 before requesting a motion to adjourn the meeting. There being none, Mr. Lawson made a motion
296 to adjourn the meeting.

297 On a MOTION by Mr. Lawson, SECONDED by Ms. Crutchfield, WITH ALL IN FAVOR, the Board
298 adjourned **the meeting on June 11**, for the Stoneybrook North Community Development District.

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

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

304

Signature

Signature

305

Printed Name

Printed Name

306 **Title:** **Secretary** **Assistant Secretary**

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

EXHIBIT 9

AGENDA



1085 Business Lane #8
 Naples, FL 34110
 (239) 596 2663
 hutch@hutchelectric.com

PROPOSAL

Date	Proposal #
6/2/2026	5239

Name / Address
Stoneybrook North CDD 8731 Sunny Page Ln North Fort Myers, FL 33917

Job Location
Brightwater Community 8731 Sunny Page Ln North Fort Myers, FL 33917

Description	Total
<p>Surge Protection - Scope of Work Electrician shall complete the following scope of work: Supply and Installation of Surge Protection Devices Provide and install four D50 120/240V single-phase surge protection devices at: Four (4) existing gate power boxes Provide and install: One (1) 120/240V surge protector within the main gate power panel</p> <p>Grounding Verification Inspect and verify grounding terminals at each of the following locations: All four (4) gate power boxes and Main gate power panel</p> <p>Confirm integrity and continuity of grounding connections Report any deficiencies or concerns identified during inspection</p> <p>Integration Properly integrate surge protection devices into existing electrical systems Ensure all installations comply with applicable electrical codes and manufacturer specifications</p> <p>Assumptions and Conditions Work will be performed during standard business hours unless otherwise specified</p> <p>Proposal is invalid after 30 days.</p>	2,040.00
<p>Please sign and return. Thank you for your business.</p>	Total

SIGNATURE



Service is Our Specialty

1085 Business Lane #8
Naples, FL 34110
(239) 596 2663
hutch@hutchelectric.com

PROPOSAL

Date	Proposal #
6/2/2026	5239

Name / Address
Stoneybrook North CDD 8731 Sunny Page Ln North Fort Myers, FL 33917

Job Location
Brightwater Community 8731 Sunny Page Ln North Fort Myers, FL 33917

Description	Total
<p>Proposal excludes the following: electrical permit, engineering fees, and any repairs to drywall, stucco, paint, landscaping, or irrigation.</p> <p>Also excludes: Repairs or upgrades to grounding systems if deficiencies are found (to be quoted separately if needed) and panel upgrades, rewiring, or circuit modifications beyond surge protection scope</p> <p>A 50% deposit is required upon approval. A deposit invoice will be issued once the signed proposal is received.</p>	
<p>Please sign and return. Thank you for your business.</p>	<p>Total \$2,040.00</p>

SIGNATURE

Date 6/2/2026

EXHIBIT 10

AGENDA



LAKE TREATMENT REPORT

Crosscreek Environmental service summary and site documentation

Customer & Service Details

Customer: Stoney Brook North CDD

Job: 644 - Stoney Brook North CDD - Lake Maintenance - Monthly

Date: 2026-06-11

Time: 14:15

Technician: BryanL

Lakes & Treatments

Lake	Algae	Submersed Weeds	Grasses & Brush	Floating Weeds	Bacteria	Pond Dye	Trash Pickup	Inspection	Water Level	Erosion
30			X						Low	
24			X						Low	
28			X						Low	
17			X						Low	
18a			X						Low	
19			X						Low	
21			X						Low	
25			X						Low	
26			X						Low	

Additional Comments

Treated lakes listed for extremely overgrown exposed banks and littoral shelves. Some beneficial plants will most likely be damaged. Looking forward to making these lakes look good.

Project Photos

Photo 1



Photo 2



Project Photos

Photo 3



Photo 4



Project Photos

Photo 5



Photo 6



Photo 7



EXHIBIT 11

AGENDA



Proposal Prepared for:

StoneyBrook North CDD
18700 Pritchett Pkwy
North Fort Myers, Florida 33917
Contact: Jim Bugos
Email: jim@hikai.com

Prepared by:

Rebecca Filkowski
Email:
rfilkowski@sunriselandscape.com
Proposal Date: 6/9/2026
Proposal #: 42575

North Entrance Clusia Replacements

Replacement of 3 large Clusia killed by cold and frost

These are at the Northern entrance, just inside the gates, and very visible and unsightly. (They have been submitted as part of the larger total frost/cold damage proposal, but I feel they should be changed out sooner, especially since we just refreshed all the main entrances).

Scope to include:

- Removal of (3) dead large Clusia 6'+
- Installation of (3) new Clusia 6'+
- All labor and materials included to replace the Clusia

*Any irrigation upgrades if necessary will be invoiced separately

Proposal Pricing is valid for 30 days from the proposal date.

PROJECT TOTAL: \$1,077.50

Terms and Conditions:

1. Services: For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.
2. Terms: Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.
3. Insurance: Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.
4. Property Damage: Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.
5. Limitation of Liability: The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

6. Catastrophic or Natural Events: Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.

7. Severability and Waiver: If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.

8. Amendments: No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

9. Choice of Law and Forum; Attorney's Fees: The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

10. Liens: Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By _____

Rebecca Filkowski

Date 6/9/2026

Sunrise Landscaping Contrs

By _____

Date _____

StoneyBrook North CDD

EXHIBIT 12

AGENDA

EXHIBIT 13

AGENDA



Scoops of SWFL, Inc
 2660 Diplomat Pkwy E #318
 Cape Coral, FL 33909
 (239) 433-9630
 scoopsofswfl@gmail.com

Estimate

Date	Estimate #
5/20/2026	SBN003

Name / Address
Stoneybrook North CDD at Brightwater c/o Kai Property Management 2502 N. Rocky Point Dr #1000 Tampa, FL 33607

Description	Total
<p>***DOG PARK AMENITY*** We are pleased to quote Pet Waste Management for Stoneybrook North CDD.</p> <p>Once a week pet waste station service for 2 existing pet waste stations and 2 existing trash containers. Price shown is per month. *Pricing includes Scoops of SWFL, Inc. to provide station canister and trash container liners and service to remove and replace station canister and trash container liner bags. *Routine removal of bird droppings, wasps and spider webs from stations is included. *Scoops of SWFL, Inc. is not responsible for replacement components or major repairs of stations during service. An estimate for the repair or component replacement will be sent to the community's property management company for approval. **WASTE DISPOSED OF OFF SITE**</p> <p>ROLL BAG PRICING FOR PET STATION DISPENSERS Dispenser roll bags provided and replaced by Scoops of SWFL, Inc. Price shown is per roll replaced. *Dispenser roll bag count is 200 bags per roll. These are similar to the roll bags currently used in the existing dispensers. *Scoops of SWFL, Inc. will keep track of roll bags replaced and invoice as a separate line item to the service price above. *If your community has an existing stock of roll bags to be used, we charge \$2 per roll to stock and replenish station dispensers as needed.** **Dispenser keys for stations to be provided prior to our first visit. If keys are not provided, we can order keys and bill with our first service invoice.**</p> <p>GENERAL TERMS: *Payment each month to be paid within 15 days of submitted invoice on first of each month. *If service start is not at the beginning of the month, the first month's invoice will be prorated for the service weeks left in the start month. *Scoops of SWFL, Inc. will service most federal holiday days, however, Thanksgiving and Christmas holidays are observed. Service day will move within same week. *Scoops of SWFL is licensed and insured to your community's requirements. A sample insurance cert was sent along with this quote. If awarded, please advise how the certificate holder section should read for your community. This additional endorsement is included in our pricing shown above. *Quote good for 3 months from date of proposal. *Signature required to start service.</p>	<p>140.00</p> <p>8.00</p>
<p>APPROVAL SIGNATURE: _____</p>	<p>DATE: _____</p>

Thank you for the opportunity to serve your community!

EXHIBIT 14

AGENDA



Scoops of SWFL, Inc
 2660 Diplomat Pkwy E #318
 Cape Coral, FL 33909
 (239) 433-9630
 scoopsofswfl@gmail.com

Estimate

Date	Estimate #
5/20/2026	SBN004

Name / Address
Stoneybrook North CDD at Brightwater c/o Kai Property Management 2502 N. Rocky Point Dr #1000 Tampa, FL 33607

Description	Total
<p>***DOG PARK AMENITY*** We are pleased to quote Pet Waste Management for Stoneybrook North CDD.</p> <p>Twice a week pet waste station service for 2 existing pet waste stations and 2 existing trash containers. Price shown is per month. *Pricing includes Scoops of SWFL, Inc. to provide station canister and trash container liners and service to remove and replace station canister and trash container liner bags. *Routine removal of bird droppings, wasps and spider webs from stations is included. *Scoops of SWFL, Inc. is not responsible for replacement components or major repairs of stations during service. An estimate for the repair or component replacement will be sent to the community's property management company for approval. **WASTE DISPOSED OF OFF SITE**</p>	260.00
<p>ROLL BAG PRICING FOR PET STATION DISPENSERS Dispenser roll bags provided and replaced by Scoops of SWFL, Inc. Price shown is per roll replaced. *Dispenser roll bag count is 200 bags per roll. These are similar to the roll bags currently used in the existing dispensers. *Scoops of SWFL, Inc. will keep track of roll bags replaced and invoice as a separate line item to the service price above. *If your community has an existing stock of roll bags to be used, we charge \$2 per roll to stock and replenish station dispensers as needed.** **Dispenser keys for stations to be provided prior to our first visit. If keys are not provided, we can order keys and bill with our first service invoice.**</p>	8.00
<p>GENERAL TERMS: *Payment each month to be paid within 15 days of submitted invoice on first of each month. *If service start is not at the beginning of the month, the first month's invoice will be prorated for the service weeks left in the start month. *Scoops of SWFL, Inc. will service most federal holiday days, however, Thanksgiving and Christmas holidays are observed. Service days will move within same week. *Scoops of SWFL is licensed and insured to your community's requirements. A sample insurance cert was sent along with this quote. If awarded, please advise how the certificate holder section should read for your community. This additional endorsement is included in our pricing shown above. *Quote good for 3 months from date of proposal. *Signature required to start service.</p>	
<p>APPROVAL SIGNATURE: _____</p>	<p>DATE: _____</p>

Thank you for the opportunity to serve your community!

EXHIBIT 15

AGENDA



Scoops of SWFL, Inc
 2660 Diplomat Pkwy E #318
 Cape Coral, FL 33909
 (239) 433-9630
 scoopsofswfl@gmail.com

Estimate

Date	Estimate #
5/20/2026	SBN001

Name / Address
Stoneybrook North CDD at Brightwater c/o Kai Property Management 2502 N. Rocky Point Dr #1000 Tampa, FL 33607

Description	Total
<p>We are pleased to quote Pet Waste Management for Stoneybrook North CDD.</p> <p>Once a week pet waste station service for 8 existing pet waste stations. Price shown is per month.</p> <p>*Pricing includes Scoops of SWFL, Inc. to provide container liners and service to remove and replace canister liner bags.</p> <p>*Routine removal of bird droppings, wasps and spider webs from stations is included.</p> <p>*Scoops of SWFL, Inc. is not responsible for replacement components or major repairs of stations during service. An estimate for the repair or component replacement will be sent to the community's property management company for approval.</p> <p>**WASTE DISPOSED OF OFF SITE**</p>	360.00
<p>ROLL BAG PRICING FOR PET STATION DISPENSERS</p> <p>Dispenser roll bags provided and replaced by Scoops of SWFL, Inc. Price shown is per roll replaced.</p> <p>*Dispenser roll bag count is 200 bags per roll. These are similar to the roll bags currently used in the existing dispensers.</p> <p>*Scoops of SWFL, Inc. will keep track of roll bags replaced and invoice as a separate line item to the service price above.</p> <p>*If your community has an existing stock of roll bags to be used, we charge \$2 per roll to stock and replenish station dispensers as needed.**</p> <p>*We have keys that fit the dispensers.</p>	8.00
<p>GENERAL TERMS:</p> <p>*Payment each month to be paid within 15 days of submitted invoice on first of each month.</p> <p>*If service start is not at the beginning of the month, the first month's invoice will be prorated for the service weeks left in the start month.</p> <p>*Scoops of SWFL, Inc. will service most federal holiday days, however, Thanksgiving and Christmas holidays are observed. Service day will move within same week.</p> <p>*Scoops of SWFL is licensed and insured to your community's requirements. A sample insurance cert was sent along with this quote. If awarded, please advise how the certificate holder section should read for your community. This additional endorsement is included in our pricing shown above.</p> <p>*Quote good for 3 months from date of proposal.</p> <p>*Signature required to start service.</p>	
<p>APPROVAL SIGNATURE: _____</p> <p>DATE: _____</p>	

Thank you for the opportunity to serve your community!

EXHIBIT 16

AGENDA



Scoops of SWFL, Inc
 2660 Diplomat Pkwy E #318
 Cape Coral, FL 33909
 (239) 433-9630
 scoopsofswfl@gmail.com

Estimate

Date	Estimate #
5/20/2026	SBN002

Name / Address
Stoneybrook North CDD at Brightwater c/o Kai Property Management 2502 N. Rocky Point Dr #1000 Tampa, FL 33607

Description	Total
<p>We are pleased to quote Pet Waste Management for Stoneybrook North CDD.</p> <p>Twice a week pet waste station service for 8 existing pet waste stations. Price shown is per month. *Pricing includes Scoops of SWFL, Inc. to provide container liners and service to remove and replace canister liner bags. *Routine removal of bird droppings, wasps and spider webs from stations is included. *Scoops of SWFL, Inc. is not responsible for replacement components or major repairs of stations during service. An estimate for the repair or component replacement will be sent to the community's property management company for approval. **WASTE DISPOSED OF OFF SITE**</p> <p>ROLL BAG PRICING FOR PET STATION DISPENSERS Dispenser roll bags provided and replaced by Scoops of SWFL, Inc. Price shown is per roll replaced. *Dispenser roll bag count is 200 bags per roll. These are similar to the roll bags currently used in the existing dispensers. *Scoops of SWFL, Inc. will keep track of roll bags replaced and invoice as a separate line item to the service price above. *If your community has an existing stock of roll bags to be used, we charge \$2 per roll to stock and replenish station dispensers as needed.** *We have keys that fit the dispensers.</p> <p>GENERAL TERMS: *Payment each month to be paid within 15 days of submitted invoice on first of each month. *If service start is not at the beginning of the month, the first month's invoice will be prorated for the service weeks left in the start month. *Scoops of SWFL, Inc. will service most federal holiday days, however, Thanksgiving and Christmas holidays are observed. Service days will move within same week. *Scoops of SWFL is licensed and insured to your community's requirements. A sample insurance cert was sent along with this quote. If awarded, please advise how the certificate holder section should read for your community. This additional endorsement is included in our pricing shown above. *Quote good for 3 months from date of proposal. *Signature required to start service.</p>	<p>680.00</p> <p>8.00</p>
<p>APPROVAL SIGNATURE: _____</p> <p>DATE: _____</p>	

Thank you for the opportunity to serve your community!

EXHIBIT 17

AGENDA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2026

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

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

PRODUCER FLB Insurance Agency 1716 CAPE CORAL PKWY E CAPE CORAL FL 33904-9620		CONTACT NAME: Leo Lantigua PHONE (A/C No. Ext): (239) 205-1500 E-MAIL ADDRESS: LEO@FLBInsurance.com	FAX (A/C No): (855) 343-9866
INSURED Scoops of SWFL, Inc 2660 Diplomat Pkwy E Apt 318 Cape Coral FL 33909		INSURER(S) AFFORDING COVERAGE	
		INSURER A: THE BURLINGTON INSURANCE COMPANY	NAIC # 23620
		INSURER B: Progressive Express Ins Company	10193
		INSURER C: State National Insurance Company	12831
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		321B211045	03/22/2026	03/22/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			03163263	01/13/2026	01/13/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	NXTT7DHD9L-00-WC	04/30/2026	04/30/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

Scoops of SWFL, Inc	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Leo Lantigua</i>

EXHIBIT 18

AGENDA

Stoneybrook North CDD

May/June 2026

Dog waste Maintenance Proposals *bid for maintenance of 12 waste stations

Company Name	1/week Combo price (waste stations & dog park)	1x week/ Waste Stations	2x week/Waste Stations	1x week/Dog Park Maintenance	2x week/Dog Park Maintenance	Cost of Bags/roll	Lee County Disposal Cost
Freedom Scoopers*	\$750.00	\$675.00	\$1,275.00	\$75.00	\$135.00	\$9.95	\$1/can
Scoops of SWFL	\$500.00	\$360.00	\$680.00	\$140.00	\$260.00	\$8.00	
Scoop Soldiers	\$959.00	\$863.04	\$1,726.08	\$95.96	\$191.92		
Craig Allenbaugh	\$170.00	\$145.00	\$290.00	\$25.00	\$50.00		
Everyday/Yardnique	\$225.00						
Florida Commercial Care	\$1,330.00						
Juniper	\$7,940.00						
Sunrise	\$830.00						
United Land	\$845.00						

*Freedom Scoopers also quoted new waste stations at \$1795 + tax or \$795+ tax, depending on model and offered deoderizer treatment at \$49.95 per service

EXHIBIT 19

AGENDA



Phone: (863) 797-7525 (863) 968-6713



DATA + ACCESS CONTROL + SECURITY + INTRUSION + CCTV +



MONITORING + IT + LOCKS + GATES



LIC. EG13000790

ECSINTEGRATIONS.COM

Stoneybrook North CDD / Call box wire/motor connect

Date:	6/15/2026	PROPOSAL		Proposal No:	TH26615-3
Submitted to:	Stoneybrook North CDD	Job Location:	Stoneybrook North CDD / Call box wire/motor connect		
Attention:	Audette Bruce Title: LCAM	Attention:	Audette Bruce Title:		
Email:	audette@hikai.com	Email:	Audette@hikai.com		
Phone:	813-565-4663 Fax:	Phone:	813-565-4663 Fax:		
Address:	2502 N Rocky Point Drive # 1000	Address:	Lagoon resident gate entrance		
City / ST	Tampa /FL Zip: 33607	City / ST	Fort Myers / FL Zip: 33917		

SCOPE OF WORK:

Wire is broken from callbox to exit operator. Viking konnect is no good not connecting, not under warranty . ECS will provide a wireless solution for the broken underground wire . ECS will replace the bad Viking Konnect Board .

INCLUDED MATERIALS:

All equipment needed for completion .

INCLUSIONS:

- Quoted price will include materials specified, normal freight for all materials, filed notice to owner, equipment submittals, wire and device installation, final check-out and certification, one staff training session on the systems' operation.

CONSIDERATIONS & EXCLUSIONS:

- All work described in this proposal is to be performed during normal business hours unless otherwise noted.
- Customer agrees to provide uninterrupted and unhindered access to all necessary work areas during normal business hours. Any hindrance of ECS Integrations (ECSI) technicians will result in additional labor charges of \$85/man hour.
- ECSI is not responsible for any changes the Authority Having Jurisdiction (AHJ) or customer may deem necessary. Any alteration or deviation from the original scope involving additional costs will be executed only upon written orders. Work, including closing of the permit, will be halted until the authorization for the change order is received in writing. • ECSI will accept payments with a credit card. These are subject to a 4% processing fee.
- Permit documents and fees are not included as specified above. Tax is excluded.
- This proposal does NOT include repairing any pre-existing troubles that may be present, including those troubles that may not be detected until proposed work is complete. (Such trouble issues may arise from any field device, field wiring, module, panel or system connected to the panel)
- This proposal does NOT cover ancillary device connections, overtime, lifts, patching, fire caulking existing penetrations, painting, phone lines, damage by others, or additional inspections required by AHJ.
- The customer is responsible for providing all connections to high voltage system components, and all conduit of the correct size to accommodate ECSI wire fills (with pull string installed).
- Unless instructed by writing prior to commencement of work, all parts removed from jobsite will be discarded without notice.

Additional notes added at time of acceptance: 50% DEPOSIT DUE PRIOR TO INSTALL.	
Terms: First billing will include all parts for job start-up and mobilization labor. All billing thereafter will be billed monthly on percent of job completed.	GRAND TOTAL: \$2,170.00

This proposal is valid through 7/15/2026

ECSI Sales Rep: _____ (Sales Representative) ECSI Officer: _____ (Authorizing Officer Signature) _____ Date

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Customer. The undersigned hereby acknowledges reading, understanding, and accepting all the prices, specifications, terms and conditions set forth in this Contract, including those on page two of this document which are incorporated herein and by reference made a part hereof. The undersigned authorizes ECSI to perform the work specified herein.

Customer Name: _____ Signature: _____ Date

TERMS & CONDITIONS:

1. Required Approval: This Contract shall not be binding upon ECSI until signed by an officer of ECSI. In the event this Contract is not approved by said officer of ECSI, ECSI's liability shall be limited to refunding Subscriber the amount paid, if any, upon signing this Contract.

2. Warranty:

A. Standard Warranty. ECSI guarantees all material to be as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Materials & labor are warranted for 90 days from date of installation or for the term of the selected Extended Service Plan if Subscriber elects to participate in such plan. There is no labor and material warranty on any customer provided equipment.

B. Extended Warranty. Applicable only if specified on face of this contract and is contingent upon ECSI being contracted to provide Central Station Monitoring Services and perform all of the NFPA mandated tests and inspections of the installed fire protection systems'.

C. All Warranty obligations exclude pre-existing to remain components, batteries, acts of God, fire, theft, vandalism, or tampering by unauthorized personnel. All warranty's are void if any party not authorized by ECSI performs work on any item installed by ECSI.

3. Hours of Service. All work required by this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

4. Subscriber Responsibilities:

A. Subscriber agrees not to tamper with, remove, or otherwise interfere with the communication software and agrees to furnish, at Subscriber's expense, all 110 volt AC power, electrical outlets, receptacles, and telephone hook-ups as deemed necessary by ECSI for connection of the equipment.

B. Subscriber must visually inspect system components periodically and, if a problem is discovered, notify ECSI immediately. When ECSI alerts Subscriber of any issue with the system that requires correction, Subscriber assumes full responsibility for taking action to resolve the reported issue.

C. Subscriber must inform ECSI, in writing, of any change in fire rating bureau or agency. Subscriber must also inform ECSI, in writing, of any change in the list of people that ECSI is to call in the event of alarm activation. ECSI is not responsible for any errors, omissions, or failure to update such list by Subscriber.

5. Default:

A.

Event of Default. Subscriber shall be in default of this Contract if Subscriber: (a) fails to pay any installation charge, (b) fails to pay any monitoring or service charge, (c) willfully or negligently causes repeated false alarms, (d) cancels this Contract without cause before the end of its term, or (e) fails to perform any other obligations under this Contract.

B. ECSI's Remedy Upon Default.

i. Terminate Contract. If Subscriber defaults, ECSI may terminate this Contract ten (10) days after written notice of default if Subscriber has not cleared the default by that date.

ii. Damages. If Subscriber defaults, Subscriber shall pay ECSI any money due for any product or services provided prior to default. Additionally, Subscriber shall pay an amount equal to 60% of the remaining monitoring and or Extended Service Plan fees, plus any other damages to which ECSI may be entitled under applicable law.

iii. Costs. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, or as a result of any breach under this Agreement, the prevailing Party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge. The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Subscriber's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Subscriber. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM ECSI AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber.

7. External

Services: Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Subscriber. Additional fees levied by monitoring agency for any reason, including but not limited to those caused by runaway dialers, runner services, etc. shall be the sole responsibility of Subscriber. Such fees shall be added to the service charges or billed to Subscriber directly by the appropriate agency.

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the ECSI assume responsibility for any loss or damage sustained through burglary.

8. ECSI'S LIMITS OF LIABILITY:

A. Limitation of Damages. IT IS UNDERSTOOD AND AGREED THAT ECSI IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER.

8. A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that ECSI assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of ECSI by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of ECSI, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or \$500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Subscriber wishes ECSI to assume greater liability, Subscriber may obtain from ECSI a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of ECSI and the additional charges. However, any such additional obligation does not make ECSI an insurer.

B. Interruption of Service. ECSI shall not be liable for any damage or loss sustained by Subscriber as a result of any delay in service or installation of equipment, equipment failure, or interruption of service due to electric failures, strikes, war, acts of God, or other causes, including ECSI's negligence in the performance of this Contract. The estimated date that work is to be substantially completed is not a definite completion date and time is not of the essence.

C. Disclaimer of Warranties. ECSI does not represent or warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges and agrees that ECSI has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of equipment, its merchantability or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, expressed or implied, that any affirmation of fact or promise shall not be deemed to create an express warranty and that there are no warranties which extend beyond the face of this Contract; that

ECSI is not an insurer; that Subscriber assumes all risk of loss or damage to Subscribers premises or the contents thereof; and that Subscriber has read and understands all of this Contract, particularly paragraph eight (8) which sets forth ECSI's maximum liability in the event of any loss or damage to Subscriber or anyone else.

9. Third Party Indemnification: In the event any person, not a party to this contract, shall make any claim or file any lawsuit against ECSI for any reason relating to ECSI's duties and obligations pursuant to this Contract, including but not limited to the design, installation, maintenance, monitoring, operation, or any failure of the alarm system to operate properly, Subscriber agrees to indemnify, defend and hold ECSI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent Subscriber agrees to indemnify, defend and hold ECSI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent caused by Subscriber. The parties agree that there are no third party beneficiaries of this Contract. Subscriber, for itself and any of its insurance carriers waives any right of subrogation Subscriber's insurance carriers may have against ECSI or any of its subcontractors, subject to the advice of Subscriber's counsel.

10. Assignment: ECSI shall have the right to assign this Contract without notice to Subscriber and shall have the further right to subcontract any services which it may perform. ECSI shall inform Subscriber when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage. Subscriber acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by ECSI to provide monitoring, maintenance, installation or service of the system(s) and they bind Subscriber to said subcontractors with the same force and effect as they bind Subscriber to ECSI.

11. Severability: In the event any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. Notices: All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid to the addresses set forth in the Contract or to any other from time to time in writing.

13. Binding Arbitration: This Contract is binding for ECSI, Subscriber, successors in interest, agents, employees, shareholders, officers, former employees, former officers, directors, subsidiaries, parent corporations, attorneys, and all other entities acting on the their behalf. Parties agree to submit to binding arbitration, conducted by the American Arbitration Association under the Construction Industry Arbitration Rules, any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Entire Agreement: This Contract is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms. This Contract supersedes all prior representations, understandings or agreements of the parties. This Contract can only be modified in a writing signed by the parties. No waiver of a breach of any term or condition of this Contract shall be construed to be a waiver of any succeeding breach.

EXHIBIT 20

AGENDA



PROPOSAL

ORLANDO JACKSONVILLE MELBOURNE TAMPA FT. LAUDERDALE

June 15, 2026

Proposal Valid for 10 days

RE: Brightwater North Side operator and RFID reader installation

Quote#: JG41378

Customer: KAI
Attention: Luis Martinez
Address: 8630 Sunny Page Ln
N Fort Myers FL 33917
Phone: 813-565-4663
Email: luis@hikai.com

Site Information:
Brightwater Lagoon HOA
8630 Sunny Page Ln
N Fort Myers FL 33917

Preparer: Joe Gallagher | 5555 Linebaugh Ave Unit 303 Tampa | 813-508-2394 | jgallagher@fdc.com

Payment Terms: 50% Down / 25% Shipment / 25% USC See bottom of contract for details.

PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE DUE TO IMPACTS FROM TARIFFS

Project Scope:

For the North entry and exit, FDC will remove the existing Viking swing gate operators and replace them with new Max Controls brushless swing gate operators with built-in battery backup and a 5-year limited warranty. FDC will also install a new RFID reader mounted on an 8' post with a concrete pad located on the island with the existing telephone entry. RFID credentials are not included in this proposal. All required grounding rods and surge suppression for the new gate operators are included in this proposal. Existing in-ground loops are assumed to be in good working condition and will be reused. New plug-in loop detectors are included. The gates will operate in a primary/secondary configuration for both the entry and exit lanes, meaning the paired gates will open and close together. No permits or drawings are included in this proposal.

Please note: A dedicated outlet will be required near the telephone entry system to power the RFID reader-by others. Traffic control is the responsibility of the customer. DoorKing database management and programming are the responsibility of the customer. FDC will provide guidance on credential setup and system operation; however, if additional onsite assistance or training is requested, a change order may be required for the additional labor.

By others: Dedicated power for the RFID reader, traffic control, permitting, signed and sealed drawings, DoorKing database management and programming, credential management, and landscaping restoration.

RFID windshield tags are an additional \$9.47 each with a minimum order of qty-50.

Materials include:

Max Controls swing gate operator (4), Plug in loop detectors (6), Ground rod package (6), Surge suppression (4), Installation kit (1), Power Supplies (1), Mounting bracket (1), 8' bolt down RFID reader post pc-black (1), LR-3000 White RFID reader (1), Misc materials, conduit, wire, fasteners, mounting hardware (1), Concrete (RFID reader post) (13), Max tariff (1), Duplex outlet (4), Duplex outlet cover (4), Reflective photoeye (2)

FL LIC: CBC-057943, EF-0001068

FDC - Florida Door Control of Orlando, Inc. | 658-2 Washburn Rd. Melbourne, FL 32934 | 321.254.8011 | Fax: 321.259.8725 | www.FDC.com

Terms & Conditions

1. FDC calculates installation labor using our standard Merit Shop Labor Rates. Should Client require Prevailing Wage, Union, and/or PLA Labor, additional costs may apply and will be quoted separately.
2. FDC shall not be liable for penalties and/or consequential damages.
3. All orders must be submitted in writing and are effective only upon acceptance by an FDC authorized representative. FDC may reject any proposed purchase order prior to its acceptance by an FDC authorized representative for any reason.
4. FDC reserves the right in its sole discretion to modify, change and/or to discontinue the availability of, or support for, any product, feature or service.
5. Job-site services such as installation, system commissioning, startup and training are not included unless otherwise specifically stated.
6. FDC assumes that all existing conduit, power and low-voltage cabling, and inductive loops are functional and serviceable unless otherwise included in the proposal equipment list.
7. This quotation does not include a cardholder database conversion/import from the facility's existing access control system database. Additional professional services fees apply for such work. Upon request, FDC will update this quotation to include a cardholder database conversion/import.
8. Prices in this proposal do not include any third-party setup and/or service fees including, but not limited to, internet service, telephone service, hosting, credit card processing, etc.
9. For any applicable subscription setup and/or fees for services, it is the owner's responsibility to enter an agreement with each third-party. All fees associated with this agreement are the responsibility of the owner/operator.
10. This quotation excludes additional customer policies and/or procedures not specified in this document.
11. Software/maintenance licensing fee is included through the standard and extended warranty periods. Upon expiration of this warranty, the required applicable licensing fees will be billed annually.
12. Allowance pricing, if any, is provided based on the information available at the time of bidding. If pricing exceeds allowance, FDC will provide actual pricing to purchaser before proceeding with work.
13. FDC reserves the right to negotiate mutually acceptable contract terms.
14. Any fees associated with setting up a payment portal or similar customer required payment system will be passed along to the customer.
15. FDC reserves the right to submit a change order to the customer should we encounter trenching and/or boring issues that interfere with our scope of work.

Product Delivery

Estimated lead time for equipment starts from receipt of all required order forms and deposit for product delivery. Quoted delivery dates are approximate, and not guaranteed, and represent FDC's best estimate based upon current lead times and workload. Unless otherwise stated, FDC will provide a secure, off-site storage area for said materials throughout the duration of the installation. Such materials will be treated as 'stored materials' for the purposes of payment applications.

Equipment Storage Fees

Unless otherwise agreed in writing, Client shall pay to FDC a \$25 per pallet, per week storage fee for any equipment stored in our warehouse after the delivery date agreed upon by the parties, provided that the equipment is available for delivery on such date. Storage fees will begin fourteen (14) days after the mutually agreed delivery date if Client is unable or unwilling to accept the finished goods. Storage fees will continue until Client accepts delivery of the equipment. Client will receive weekly charges against their account for storage of their equipment at an FDC location. Invoices will be sent monthly.

Bonding, Insurance, & Liquidated Damages

Payment and Performance Bonding requirements and costs are not included in this proposal and shall be quoted at additional cost to the Client upon request. Any insurance requirements outside of standard coverages carried by FDC shall be quoted to the Client (at FDC's option and if available) at an additional cost based upon additional requirements and terms of coverage. FDC shall not be liable for liquidated damages.

Taxes

Applicable taxes included in this proposal. If Client is tax exempt, Client will provide a tax exemption certificate for this project. Client agrees to pay and satisfy any taxes levied in connection with this project and to hold FDC harmless from all tax obligations, penalties and interest imposed by any governmental entity in connection with this Contract.

Warranty

Unless noted otherwise, a standard one-year warranty on parts and labor for defects in materials or manufacture is included. Warranty does not cover damage or malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges, power failure, or use of non-manufacturer approved parts or consumable supplies. Travel expenses for warranty repairs are not covered and will be billed separately.

INSTALLATION

- By FDC as detailed above.
- All work to be performed during the standard business hours of 8AM - 5PM, Monday through Friday. Additional charges apply for work requested to be performed after standard business hours and/or weekends.
- Firm start date for installation to be determined after complete order, including any setup/configuration forms, has been received by FDC. Any delays caused by customer will incur an additional mobilization fee. Fee will be equal to the cost of one day labor and associated transportation fees and any other penalties/fees incurred by FDC, or \$1,250.00.
- Installation scheduling varies based on the current project work-load at the time complete order is received.
- Provide a project manager to coordinate, plan and execute the system installation.
- Supply electrical wiring diagrams and equipment/conduit layout drawings/specs to contractors.
- Supply and install all equipment and software listed above.
- Supply of all miscellaneous hardware required (anchor bolts, screws, connecting blocks, logic relays, etc.)
- Terminate low-voltage electrical connections.
- Program all equipment to customer rates and per operational requirements/policies.
- Install and configure all operating and database systems.
- Install and configure all software applications.
- Install and configure credit card software/readers.
- Commission all equipment and software for properly functionality.
- One (1) comprehensive training program for all equipment and software modules.
- One (1) group training session per software module.
- One (1) group training session on lane equipment operations and maintenance.
- One (1) group training session for on-foot Pay Station operations and maintenance.
- One (1) follow up training session on the software system, 2 weeks after Go-Live date.
- Final system testing, checkout and walk-through.

PROVIDED BY OTHERS

- Permits, drawings, inspection fees and any costs associated with permits and drawings.
- Any work required to bring the existing facility up to code.
- Re-bar and post tension cable locating.
- Power circuits, conduit, wiring and connections in accordance with FDC specifications and layout drawings.
- Low-voltage conduit and wiring in accordance with FDC specifications and layout drawings.
- Concrete/asphalt (including new, repair/restoration of existing, modifications to existing) and safety bollards in accordance with FDC layout drawings.
- Removal, installation or tie-in of new or existing third-party card access, camera and/or intercom systems.
- Permission to saw-cut and drill in equipment locations.

Payment Terms (Unless otherwise noted)

1. Fifty Percent down payment due upon acceptance of proposal.
2. Twenty-Five Percent payment due upon delivery of equipment.
3. Final invoice upon substantial completion of system installation.
4. All payments due Net 10 days.
5. No retainage of any monies due to FDC is authorized unless expressly agreed to in writing. Client agrees that its obligation to pay FDC is not contingent upon Client's receipt of payment from any third-party and that Client alone is responsible for timely payment of all amounts due FDC (e.g., this is not a "pay when paid" obligation). A service charge at the lesser of the rate permitted by law or 1-1/2% per month will be added to invoices not paid within 30 days.

Change Orders

Any alteration or deviation from the above specifications including, but not limited to, any such changes involving additional material and/or labor costs, will be executed only upon a written change order for the same, signed by both Client and FDC. If there is any charge for such alteration or deviation, the additional charge will be added to the contract price including any restocking or re-engineering charges resulting from such changes.

Initial _____

Have your equipment maintained, cleaned and tested every 3 months to keep it in tip-top shape

Cancellations and Returns

Client may not cancel orders or return goods without the written consent of FDC. If FDC approves a cancellation or return, Client agrees to pay a minimum 25% cancellation/restocking charge. All sales involving custom products are non-cancelable and are final.

Force Majeure

FDC shall not be liable for any damages, direct, indirect, incidental or consequential, resulting from delay in performance or nonperformance caused by contingencies, happenings or causes beyond the control of FDC, including, but not limited to, fire, flood, storm, power failure, labor trouble or shortage, war, acts of Government, accidents, material shortage, equipment failures or Acts of God. In the event of the occurrence of any such contingencies, FDC may suspend or terminate its performance hereunder without responsibility to the Client for any damages resulting from such suspension or termination.

Software License

FDC grants the Client a limited, non-exclusive and non-transferable license to the FDC computer software programs in object code form listed in the Proposal and related user guides (collectively, "the Software").

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

NOTE: Unless otherwise noted, above price includes cost of installation, applicable taxes, and freight. Any cancellations or change orders may incur a restocking fee. FDC has not included for OCIP or certified payroll, permits, electrical, and/or conduits as required. One Year Warranty on installation and manufacturer defects.

PARKING ACCESS AND REVENUE CONTROL SYSTEMS - PARCS

1. If the proposed solution describes a requirement for monthly, quarterly, or annual maintenance fees, these fees will be billed in advance of providing services. If these fees are not paid within 30 days after receipt of invoice, FDC may, after giving seven (7) days' written notice, suspend services until all amounts due have been paid in full.
2. Specific requirements for EMV are determined independently by others outside FDC and our industry, including the respective card networks, issuers and processors and are subject to change. Clients are strongly encouraged to evaluate EMV requirements against their own specific business needs and to work with their bank, and processor to evaluate the approved EMVCo configurations that satisfy relevant minimum card and terminal requirements.
3. For any product that accepts credit card as a means of payment and is configured for EMV: owner/merchant is responsible for negotiation and execution of an agreement with an approved FDC Gateway/Merchant Service Provider and are required to select from a list of processors supported by that gateway. Fees associated with gateway and transaction processing through the EMV-capable system are the responsibility of owner/merchant.

Relationship; Non-Solicitation

FDC and the Client understand and agree that each is an independent contractor. The Client is not a franchisee, partner, broker, employee, servant or agent of FDC and neither has, nor will represent that it has any power, right or authority to bind FDC or to assume or create any obligations or responsibilities, express or implied, on behalf of FDC or in FDC's name. Client also agrees not to solicit, contract with, hire or otherwise engage the services of any FDC employee rendering services to the Client for a period of one hundred eighty (180) days after the termination of any and all obligations between the parties.

Proprietary Rights; Reverse Engineering

All copies of the Software in any form are, and shall remain, the exclusive property of FDC and shall be treated as Confidential Information by the Client. The Client acknowledges that it: (i) is not acquiring any right, title, or interest, express or implied, in the Software; (ii) shall not use, sell, transfer or otherwise copy or distribute the Software except as expressly authorized by FDC; and (iii) shall not assert, claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trademark, trade secret, copyright or other proprietary right belonging to FDC (including, without limitation, any act, or assistance to any act, which may infringe or lead to infringement of any copyright in any of the Software), nor attempt to grant any right therein. Client acknowledges and agrees that: (i) it shall not reverse engineer, disassemble or decompile the Software, nor permit the disassembly, decompilation or reverse engineering of the Software; (ii) that a violation of this Agreement may irreparably harm FDC; and, (iii) in addition to any other right or remedy available at law or in equity, FDC shall be entitled to obtain injunctive relief to prevent Client from continuing any violation of this provision.

Unless otherwise noted, permits and any additional AHJ requirements are not included and are the responsibility of the customer.

We propose hereby to furnish material and/or labor, complete in accordance with specifications above for the sum of:

Thirty One Thousand Forty Two Dollars and Forty Nine Cents

\$31,042.49

Contract total contingent on all invoices being paid within 10 days of invoice.

PAYMENT TERMS: 50% Down / 25% Shipment / 25% USC

Extra charges incurred by payment portals, additional insurance requirements and/or third parties will be responsibility of the customer. Deposit due with signed proposal to keep pricing valid.

Deposit due with signed proposal: \$15,521.25

No Permits included in this proposal.

BILLING INFORMATION & PAYMENT INSTRUCTIONS.

Please confirm billing contact name, email address, phone number, and any special requests or instructions that go along with invoice submission. This will help ensure accurate communication.

Payment terms have been discussed and agreed upon by FDC and customer. No materials can be ordered nor can install be scheduled until deposit listed above is received. Delay in deposit can result in serious delays in scheduling.

Billing Contact: _____

Billing Email: _____

Billing Phone: _____

Acceptance of proposal: I/me above prices, specification and conditions are satisfactory and are hereby accepted. You are Authorized to do the work as specified. Payment will be made as outlined above. Deposit must be received before quote expiration to ensure pricing. **Accepted by:**

Signature: _____

Date of Acceptance: ____/____/____

Print Name: _____

PO# (if applicable) _____

FDC Officer Executing Contract | Name: _____ Signature: _____ Date: _____

FL LIC: CBC-057943, EF-0001068

FDC - Florida Door Control of Orlando, Inc. | 658-2 Washburn Rd. Melbourne, FL 32934 | 321.254.8011 | Fax: 321.259.8725 | www.FDC.com

EXHIBIT 21

AGENDA



PROPOSAL

ORLANDO JACKSONVILLE MELBOURNE TAMPA FT. LAUDERDALE

June 15, 2026

Proposal Valid for 10 days

RE: Brightwater South Side operator and RFID reader installation

Quote#: JG41377

Customer: KAI
Attention: Luis Martinez
Address: 8630 Sunny Page Ln
N Fort Myers FL 33917
Phone: 813-565-4663
Email: luis@hikai.com

Site Information:
Brightwater Lagoon HOA
8630 Sunny Page Ln
N Fort Myers FL 33917

Preparer: Joe Gallagher | 5555 Linebaugh Ave Unit 303 Tampa | 813-508-2394 | jgallagher@fdc.com

Payment Terms: 50% Down / 25% Shipment / 25% USC See bottom of contract for details.

PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE DUE TO IMPACTS FROM TARIFFS

Project Scope:

For the South entry and exit, FDC will remove the existing Viking swing gate operators and replace them with new Max Controls brushless swing gate operators with built-in battery backup and a 5-year limited warranty. FDC will also install a new RFID reader mounted on an 8' post with a concrete pad located on the island with the existing telephone entry. RFID credentials are not included in this proposal. All required grounding rods and surge suppression for the new gate operators are included in this proposal. Existing in-ground loops are assumed to be in good working condition and will be reused. New plug-in loop detectors are included. The gates will operate in a primary/secondary configuration for both the entry and exit lanes, meaning the paired gates will open and close together. No permits or signed and sealed drawings are included in this proposal.

Please note: A dedicated outlet will be required near the telephone entry system to power the RFID reader-by others. Traffic control is the responsibility of the customer. DoorKing database management and programming are the responsibility of the customer. FDC will provide guidance on credential setup and system operation; however, if additional onsite assistance or training is requested, a change order may be required for the additional labor.

By others: Dedicated power for the RFID reader, traffic control, permitting, signed and sealed drawings, DoorKing database management and programming, credential management, and landscaping restoration.

RFID windshield tags are an additional \$9.47 each with a minimum order of qty-50.

Materials include:

Max Controls swing gate operator (4), Plug in loop detectors (6), Ground rod package (6), Surge suppression (4), Installation kit (1), Power Supplies (1), Mounting bracket (1), 8' bolt down RFID reader post pc-black (1), LR-3000 White RFID reader (1), Misc materials, conduit, wire, fasteners, mounting hardware (1), Concrete (RFID reader post) (13), Max tariff (1), Duplex outlet (4), Duplex outlet cover (4), Reflective photoeye (2)

FL LIC: CBC-057943, EF-0001068

FDC - Florida Door Control of Orlando, Inc. | 658-2 Washburn Rd. Melbourne, FL 32934 | 321.254.8011 | Fax: 321.259.8725 | www.FDC.com

Terms & Conditions

1. FDC calculates installation labor using our standard Merit Shop Labor Rates. Should Client require Prevailing Wage, Union, and/or PLA Labor, additional costs may apply and will be quoted separately.
2. FDC shall not be liable for penalties and/or consequential damages.
3. All orders must be submitted in writing and are effective only upon acceptance by an FDC authorized representative. FDC may reject any proposed purchase order prior to its acceptance by an FDC authorized representative for any reason.
4. FDC reserves the right in its sole discretion to modify, change and/or to discontinue the availability of, or support for, any product, feature or service.
5. Job-site services such as installation, system commissioning, startup and training are not included unless otherwise specifically stated.
6. FDC assumes that all existing conduit, power and low-voltage cabling, and inductive loops are functional and serviceable unless otherwise included in the proposal equipment list.
7. This quotation does not include a cardholder database conversion/import from the facility's existing access control system database. Additional professional services fees apply for such work. Upon request, FDC will update this quotation to include a cardholder database conversion/import.
8. Prices in this proposal do not include any third-party setup and/or service fees including, but not limited to, internet service, telephone service, hosting, credit card processing, etc.
9. For any applicable subscription setup and/or fees for services, it is the owner's responsibility to enter an agreement with each third-party. All fees associated with this agreement are the responsibility of the owner/operator.
10. This quotation excludes additional customer policies and/or procedures not specified in this document.
11. Software/maintenance licensing fee is included through the standard and extended warranty periods. Upon expiration of this warranty, the required applicable licensing fees will be billed annually.
12. Allowance pricing, if any, is provided based on the information available at the time of bidding. If pricing exceeds allowance, FDC will provide actual pricing to purchaser before proceeding with work.
13. FDC reserves the right to negotiate mutually acceptable contract terms.
14. Any fees associated with setting up a payment portal or similar customer required payment system will be passed along to the customer.
15. FDC reserves the right to submit a change order to the customer should we encounter trenching and/or boring issues that interfere with our scope of work.

Product Delivery

Estimated lead time for equipment starts from receipt of all required order forms and deposit for product delivery. Quoted delivery dates are approximate, and not guaranteed, and represent FDC's best estimate based upon current lead times and workload. Unless otherwise stated, FDC will provide a secure, off-site storage area for said materials throughout the duration of the installation. Such materials will be treated as 'stored materials' for the purposes of payment applications.

Equipment Storage Fees

Unless otherwise agreed in writing, Client shall pay to FDC a \$25 per pallet, per week storage fee for any equipment stored in our warehouse after the delivery date agreed upon by the parties, provided that the equipment is available for delivery on such date. Storage fees will begin fourteen (14) days after the mutually agreed delivery date if Client is unable or unwilling to accept the finished goods. Storage fees will continue until Client accepts delivery of the equipment. Client will receive weekly charges against their account for storage of their equipment at an FDC location. Invoices will be sent monthly.

Bonding, Insurance, & Liquidated Damages

Payment and Performance Bonding requirements and costs are not included in this proposal and shall be quoted at additional cost to the Client upon request. Any insurance requirements outside of standard coverages carried by FDC shall be quoted to the Client (at FDC's option and if available) at an additional cost based upon additional requirements and terms of coverage. FDC shall not be liable for liquidated damages.

Taxes

Applicable taxes included in this proposal. If Client is tax exempt, Client will provide a tax exemption certificate for this project. Client agrees to pay and satisfy any taxes levied in connection with this project and to hold FDC harmless from all tax obligations, penalties and interest imposed by any governmental entity in connection with this Contract.

Warranty

Unless noted otherwise, a standard one-year warranty on parts and labor for defects in materials or manufacture is included. Warranty does not cover damage or malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges, power failure, or use of non-manufacturer approved parts or consumable supplies. Travel expenses for warranty repairs are not covered and will be billed separately.

INSTALLATION

- By FDC as detailed above.
- All work to be performed during the standard business hours of 8AM - 5PM, Monday through Friday. Additional charges apply for work requested to be performed after standard business hours and/or weekends.
- Firm start date for installation to be determined after complete order, including any setup/configuration forms, has been received by FDC. Any delays caused by customer will incur an additional mobilization fee. Fee will be equal to the cost of one day labor and associated transportation fees and any other penalties/fees incurred by FDC, or \$1,250.00.
- Installation scheduling varies based on the current project work-load at the time complete order is received.
- Provide a project manager to coordinate, plan and execute the system installation.
- Supply electrical wiring diagrams and equipment/conduit layout drawings/specs to contractors.
- Supply and install all equipment and software listed above.
- Supply of all miscellaneous hardware required (anchor bolts, screws, connecting blocks, logic relays, etc.)
- Terminate low-voltage electrical connections.
- Program all equipment to customer rates and per operational requirements/policies.
- Install and configure all operating and database systems.
- Install and configure all software applications.
- Install and configure credit card software/readers.
- Commission all equipment and software for properly functionality.
- One (1) comprehensive training program for all equipment and software modules.
- One (1) group training session per software module.
- One (1) group training session on lane equipment operations and maintenance.
- One (1) group training session for on-foot Pay Station operations and maintenance.
- One (1) follow up training session on the software system, 2 weeks after Go-Live date.
- Final system testing, checkout and walk-through.

PROVIDED BY OTHERS

- Permits, drawings, inspection fees and any costs associated with permits and drawings.
- Any work required to bring the existing facility up to code.
- Re-bar and post tension cable locating.
- Power circuits, conduit, wiring and connections in accordance with FDC specifications and layout drawings.
- Low-voltage conduit and wiring in accordance with FDC specifications and layout drawings.
- Concrete/asphalt (including new, repair/restoration of existing, modifications to existing) and safety bollards in accordance with FDC layout drawings.
- Removal, installation or tie-in of new or existing third-party card access, camera and/or intercom systems.
- Permission to saw-cut and drill in equipment locations.

Payment Terms (Unless otherwise noted)

1. Fifty Percent down payment due upon acceptance of proposal.
2. Twenty-Five Percent payment due upon delivery of equipment.
3. Final invoice upon substantial completion of system installation.
4. All payments due Net 10 days.
5. No retainage of any monies due to FDC is authorized unless expressly agreed to in writing. Client agrees that its obligation to pay FDC is not contingent upon Client's receipt of payment from any third-party and that Client alone is responsible for timely payment of all amounts due FDC (e.g., this is not a "pay when paid" obligation). A service charge at the lesser of the rate permitted by law or 1-1/2% per month will be added to invoices not paid within 30 days.

Change Orders

Any alteration or deviation from the above specifications including, but not limited to, any such changes involving additional material and/or labor costs, will be executed only upon a written change order for the same, signed by both Client and FDC. If there is any charge for such alteration or deviation, the additional charge will be added to the contract price including any restocking or re-engineering charges resulting from such changes.

Initial _____

Have your equipment maintained, cleaned and tested every 3 months to keep it in tip-top shape

Cancellations and Returns

Client may not cancel orders or return goods without the written consent of FDC. If FDC approves a cancellation or return, Client agrees to pay a minimum 25% cancellation/restocking charge. All sales involving custom products are non-cancelable and are final.

Force Majeure

FDC shall not be liable for any damages, direct, indirect, incidental or consequential, resulting from delay in performance or nonperformance caused by contingencies, happenings or causes beyond the control of FDC, including, but not limited to, fire, flood, storm, power failure, labor trouble or shortage, war, acts of Government, accidents, material shortage, equipment failures or Acts of God. In the event of the occurrence of any such contingencies, FDC may suspend or terminate its performance hereunder without responsibility to the Client for any damages resulting from such suspension or termination.

Software License

FDC grants the Client a limited, non-exclusive and non-transferable license to the FDC computer software programs in object code form listed in the Proposal and related user guides (collectively, "the Software").

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

NOTE: Unless otherwise noted, above price includes cost of installation, applicable taxes, and freight. Any cancellations or change orders may incur a restocking fee. FDC has not included for OCIP or certified payroll, permits, electrical, and/or conduits as required. One Year Warranty on installation and manufacturer defects.

PARKING ACCESS AND REVENUE CONTROL SYSTEMS - PARCS

1. If the proposed solution describes a requirement for monthly, quarterly, or annual maintenance fees, these fees will be billed in advance of providing services. If these fees are not paid within 30 days after receipt of invoice, FDC may, after giving seven (7) days' written notice, suspend services until all amounts due have been paid in full.
2. Specific requirements for EMV are determined independently by others outside FDC and our industry, including the respective card networks, issuers and processors and are subject to change. Clients are strongly encouraged to evaluate EMV requirements against their own specific business needs and to work with their bank, and processor to evaluate the approved EMVCo configurations that satisfy relevant minimum card and terminal requirements.
3. For any product that accepts credit card as a means of payment and is configured for EMV: owner/merchant is responsible for negotiation and execution of an agreement with an approved FDC Gateway/Merchant Service Provider and are required to select from a list of processors supported by that gateway. Fees associated with gateway and transaction processing through the EMV-capable system are the responsibility of owner/merchant.

Relationship; Non-Solicitation

FDC and the Client understand and agree that each is an independent contractor. The Client is not a franchisee, partner, broker, employee, servant or agent of FDC and neither has, nor will represent that it has any power, right or authority to bind FDC or to assume or create any obligations or responsibilities, express or implied, on behalf of FDC or in FDC's name. Client also agrees not to solicit, contract with, hire or otherwise engage the services of any FDC employee rendering services to the Client for a period of one hundred eighty (180) days after the termination of any and all obligations between the parties.

Proprietary Rights; Reverse Engineering

All copies of the Software in any form are, and shall remain, the exclusive property of FDC and shall be treated as Confidential Information by the Client. The Client acknowledges that it: (i) is not acquiring any right, title, or interest, express or implied, in the Software; (ii) shall not use, sell, transfer or otherwise copy or distribute the Software except as expressly authorized by FDC; and (iii) shall not assert, claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trademark, trade secret, copyright or other proprietary right belonging to FDC (including, without limitation, any act, or assistance to any act, which may infringe or lead to infringement of any copyright in any of the Software), nor attempt to grant any right therein. Client acknowledges and agrees that: (i) it shall not reverse engineer, disassemble or decompile the Software, nor permit the disassembly, decompilation or reverse engineering of the Software; (ii) that a violation of this Agreement may irreparably harm FDC; and, (iii) in addition to any other right or remedy available at law or in equity, FDC shall be entitled to obtain injunctive relief to prevent Client from continuing any violation of this provision.

Unless otherwise noted, permits and any additional AHJ requirements are not included and are the responsibility of the customer.

We propose hereby to furnish material and/or labor, complete in accordance with specifications above for the sum of:

Thirty One Thousand Forty Two Dollars and Forty Nine Cents

\$31,042.49

Contract total contingent on all invoices being paid within 10 days of invoice.

PAYMENT TERMS: 50% Down / 25% Shipment / 25% USC

Extra charges incurred by payment portals, additional insurance requirements and/or third parties will be responsibility of the customer. Deposit due with signed proposal to keep pricing valid.

Deposit due with signed proposal: \$15,521.25

No Permits included in this proposal.

BILLING INFORMATION & PAYMENT INSTRUCTIONS.

Please confirm billing contact name, email address, phone number, and any special requests or instructions that go along with invoice submission. This will help ensure accurate communication.

Payment terms have been discussed and agreed upon by FDC and customer. No materials can be ordered nor can install be scheduled until deposit listed above is received. Delay in deposit can result in serious delays in scheduling.

Billing Contact: _____

Billing Email: _____

Billing Phone: _____

Acceptance of proposal: I/me above prices, specification and conditions are satisfactory and are hereby accepted. You are Authorized to do the work as specified. Payment will be made as outlined above. Deposit must be received before quote expiration to ensure pricing. **Accepted by:**

Signature: _____ Date of Acceptance: ____/____/____

Print Name: _____ PO# (if applicable) _____

FDC Officer Executing Contract | Name: _____ Signature: _____ Date: _____

FL LIC: CBC-057943, EF-0001068

FDC - Florida Door Control of Orlando, Inc. | 658-2 Washburn Rd. Melbourne, FL 32934 | 321.254.8011 | Fax: 321.259.8725 | www.FDC.com

EXHIBIT 22

AGENDA

IRB-RET2

UNIVERSAL RETROREFLECTIVE PHOTOEYE KIT

Building on the success of the original IRB-RET, the IRB-RET2 takes a step further by offering advanced features in a smaller and more convenient package.

Six UL325 Monitoring Methods

With six UL325 monitoring methods, the IRB-RET2 easily integrates with various systems for increased adaptability.

Ball and Socket Bracket

The ball and socket bracket offers versatile positioning options for a seamless and secure setup.

1/2 Inch Conduit Connection

The 1/2 inch conduit connection ensures a reliable and sturdy link for a safe and dependable installation.

Easy Alignment LED

Align the sensor with the help of the easy alignment LED, saving time and reducing frustration.

Integrated Sensor Hood

The integrated sensor hood shields the device from the elements, ensuring reliable performance in all conditions.

Selectable Stealth Mode

Stealth mode turns off LEDs after 30 seconds of inactivity, protecting your equipment from unwanted attention or vandalism.

IRB RET2



scan here for more
information



EMX Industries, Inc.

5660 Transportation Blvd, Garfield Heights, OH 44125

Phone: 800 426 9912

Sales Inquiries: salesupport@emxinc.com

Technical Support: technical@emxinc.com

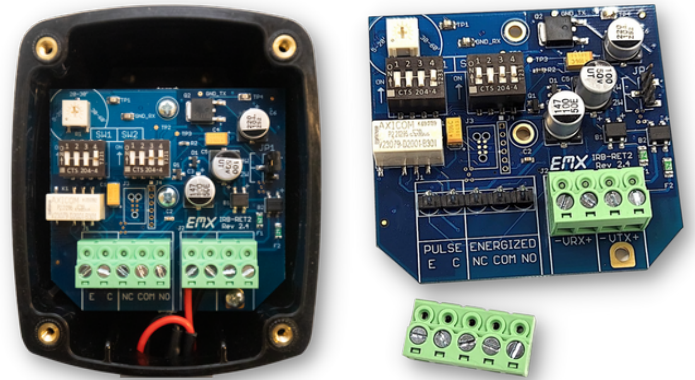
www.emxinc.com



MORE DETAILS

- **UL325 Monitoring Methods**
 - Normally Closed
 - 10K Resistive Termination
 - Two-wire Pulse (2 Frequency)
 - Two-wire Pulse (3 Frequency)
 - Four-wire Pulse (2 Frequency)
 - Four-wire Pulse (3 Frequency)
- **Type B1, Non-Contact Sensor**
- **Operating Range up to 60 ft. (18.3m)**
- **Sensitivity Adjustment: Potentiometer**

The IRB-RET2 has detachable screw terminals for easier wiring. Remove them while connecting wires, then plug them back in properly and secure them.



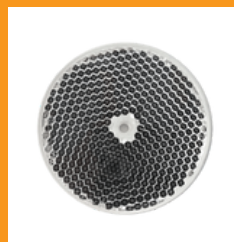
Integrated
Sensor Hood



Ball & Socket
Mounting Bracket



Reflector Extension
Bracket



REFLECTOR-O-EX



REFLECTOR-O-HD



HRD-288-1
Universal Mounting Bracket

TECHNICAL DATA

Operating Range	5 ft (1.5 m) to 60 ft (18.3 m)
Sensitivity Adjustment	Potentiometer
Power	6-40 VDC, 12-24 VAC
Current (NC and 10K Monitoring Methods)	50 mA DC (relay activated)
Current (Pulse Monitoring Methods)	15 mA DC
Resistive Termination	10K ohm across NO contact (switch selectable)
Surge Protection	Thermal fuse, MOV
Relay Output Operation	Light ON/Dark ON
Response Time	250ms
Operating Temperature	-30° to 140°F (-34° to 60°C)
Environmental	NEMA 4X
Dimensions (L x W x H)	5.1" (130 mm) x 3.15" (80 mm) x 5.5" (140 mm)
Weight	0.77 lbs.
Ball Joint Mount Conduit Thread	½ Inch NPT

WARRANTY EMX INC. the product described herein for a period of 2 years under normal use and service from the date of sale to our customer. The product will be free from defects in material and workmanship. This warranty does not cover ordinary wear and tear, abuse, misuse, overloading, altered products, or damage caused by the purchaser from incorrect connections, or lightning damage. There is no warranty of merchantability. There are no warranties expressed, implied or any affirmation of fact or representation which extend beyond the description set forth herein. EMX Inc. sole responsibility and liability, and purchaser's exclusive remedy shall be limited to the repair or replacement at EMX's option of a part or parts not so conforming to the warranty. EMX Inc. shall EMX Inc. be liable for damages of any nature, including incidental or consequential damages, including but, not limited to any damages resulting from non-conformity defect in material or workmanship. Rev 3 12/06/2022



EXHIBIT 23

AGENDA



Megatron 1400 PRO

High-traffic Commercial
Brushless DC Swing Gate Operator
The Maximum Level of Gate Control



5 YEAR WARRANTY
PLEASE READ
WARRANTY POLICY

TRUE SECURITY... DSP MOTION CONTROL... HIGH PERFORMANCE
Page 382 of 407
SAFETY SENSORS REQUIRED FOR UL 325 2018



MECHANICAL SPECIFICATIONS

- Max Megatron 1400 PRO dimensions (18.3 W x 24.5 D x 21.3 H) 18.5 arm height
- ✓ Heavy duty dual gear box 900:1 Size 70 for Megatron 1400 PRO
- Megatron 1400 PRO capacity 1400lbs /15ft or 1200lbs/20ft - gate speed 11 ½ to 18 seconds
- ✓ Large output shaft: 3¼" diameter solid steel with cast iron clamping system for all Megatron
- ✓ Direct gear drive (no chains, belts, or pulleys)
- ✓ Mechanical and electrical manual gate release functions
- Corrosion protection gold zinc coating
- ✓ Continuous cycle at extreme temperature range; no overheating possibilities
- ✓ Intelligent ramp-up and ramp-down gate speed control for smooth operation
- Shipping weight of Max Megatron 1400 PRO (205 lbs)

ELECTRICAL SPECIFICATIONS

- ✓ Brushless DC motor equivalent to 1/2 HP AC motor
- ✓ Programmable gate speed controls, 16 selectable speeds
- ✓ Automatic gate position reset system
- ✓ Gate sync feature provides automatic gate movement synchronization
- Modular system design for ease of service
- Switchable 115/230 voltage selection
- ✓ Adaptive DSP control for advanced brushless DC motion control
- ✓ Real time performance analyzer and event log (OBD PORT and Black Box)
- ✓ Low voltage wiring capabilities for remote power up 1000 ft (no battery needed)
- ✓ 'Solar Ready' battery module with built-in advanced solar regulator
- Intelligent power management system with energy saver mode
- Built-in 12 VDC and 24 VDC outputs
- ✓ Gold contact input connections and automobile grade connectors
- Selectable open timer 0 to 60 seconds with 'timer off' option
- -4F to 165F (-20C to +74C) operational temperature range including battery performance without needing a heater
- ✓ Robust lightning protection up to 20K Volts and 10K Amps on all inputs and outputs (44 channels) including loop detector input connections
- ✓ Tunable 16-position safety obstruction sensor, auto adaptable to gate weight and size
- ✓ Dual motor overcurrent safety shut-off for additional protection

✓ = Unique to Megatron 1400 PRO

- Every operator includes a AGM batteries module providing 400 cycles in case of power failure
- Three modes of selectable battery backup functions
- ✔ State machine design electronics with ultra-fast microprocessor
- On-board three button station

SECURITY SPECIFICATIONS

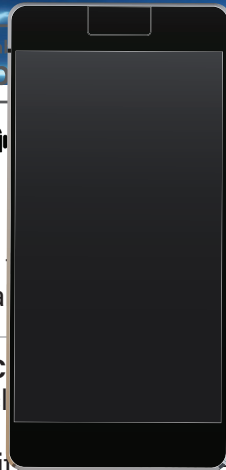
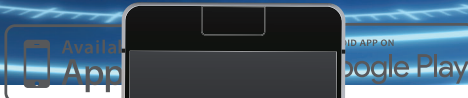
- ✔ High-traffic intuitive loop management system for better security
- ✔ Advanced security features with built-in audible and remote alarms
 - Magnetic lock control relay outputs with selectable delay times
- ✔ Tamper alert relay output triggers "ON" if gate is forced open
- ✔ Audible alarm if gate is tampered with or ERD is triggered for higher security
- ✔ Gate partial open recorder
- ✔ Lockable cover with key lock release to prevent intruders and vandalism
- ✔ Gate disable feature, disables all inputs with exception of the fire department input for high security
- ✔ Built-in transaction buffer for high security
- ✔ Gate status outputs for gate monitoring
- ✔ Direct motor control of jog OPEN/CLOSE for manually moving a gate in case of emergency
 - Advanced anti-tailgate features to provide higher security
- ✔ No need for magnetic lock with the robust output shaft and clamp design of the Max Megatron 1400 PRO

SAFETY SPECIFICATIONS

- Adaptive obstruction sensor for much better gate safety system. 16 selectable sensitivity settings
- UL 325/991 compliant Class I, II, III, and IV. CSA approved
- Pinch arm protection design
- ✔ Dynamic magnetic brake system stops the gate immediately to prevent damage to obstructions
- ✔ Vehicle hit protection technology protects the gate operator from collision damage caused by automobile impact, avoiding costly repairs
- ✔ Built-in advanced entrapment protection and alarm output
 - Built-in gate-in-motion alarm for industrial applications

MAX CLOUD APP

Affordable and unique APP control solution for the residential and commercial gate operator market.
Compatible with Max Operators except Phantom F6 and 2000 Plus



VIRTUAL TRANSMITTER:

- To open or close a gate
- Supports >10,000 virtual

Tablet

the world - via Max Cloud App



QUICK & RELIABLE APP CONTROL:

- App uses a dedicated cloud connection to send the gate OPEN & other commands within a second.
- Cellular data connectivity is more reliable than WiFi due to range limitations.
- Cloud based app does not use text messaging which has unpredictable delays.



MANAGE GATE SITES USING MAX CLOUD APP:

- Add Admin users that can manage the gate site database.
- Add users with optional time restrictions
- Issue temporary Guest Passes for visitors
- With Max Keypad option: Program keypad keycodes, Wiegand keycodes for card readers, radio receivers and transponders with time restrictions
- Setup Auto Open / Close Timer for Max operators
- Retrieve Event log
- Retrieve Operator Diagnostics info: Error log



MULTIPLE GATE SITES SUPPORTED BY MAX CLOUD APP

- Gate sites can be controlled and monitored individually via app



SIMPLE AND SECURE APP LOGIN :

- Securely login to app using Cloud based authentication code. This avoids the need to remember passwords



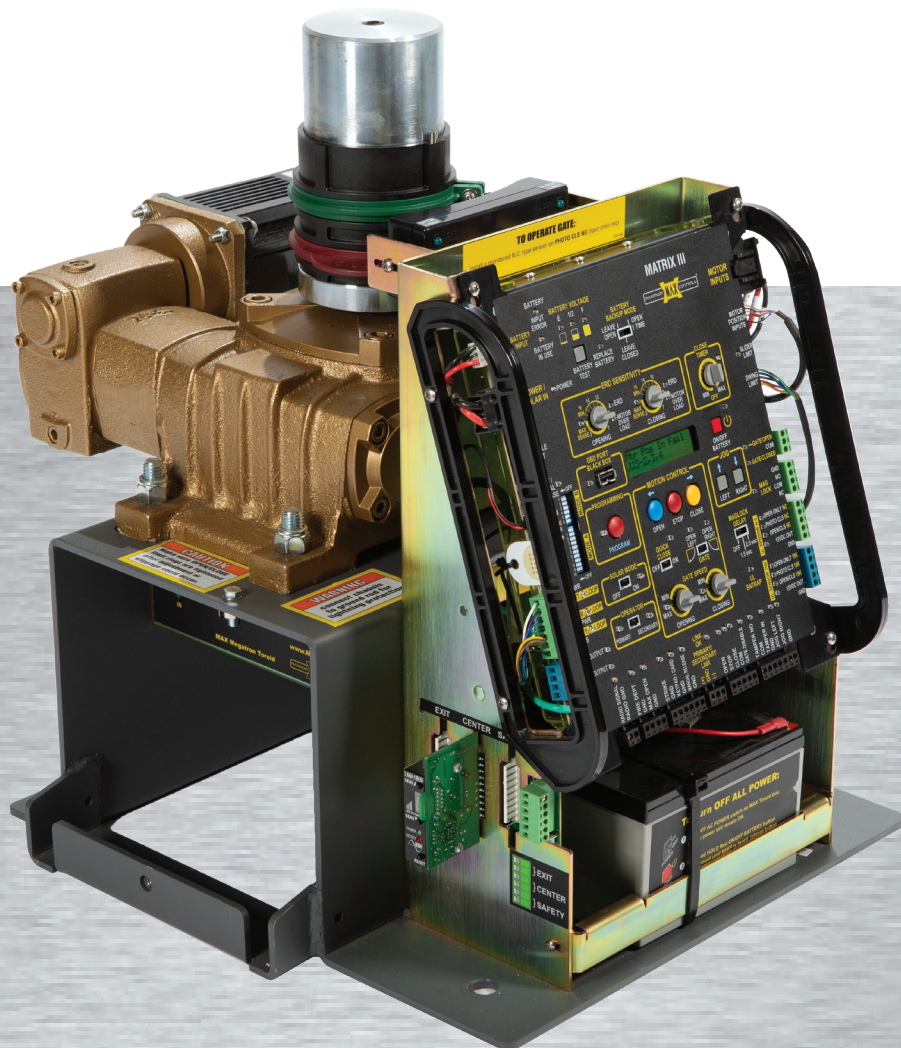
USER FRIENDLY MENUS:

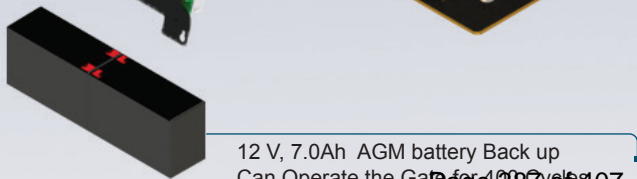
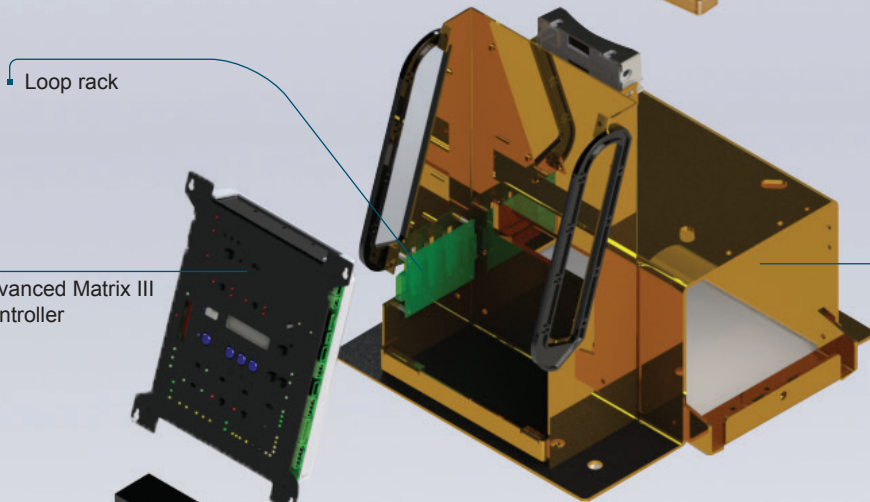
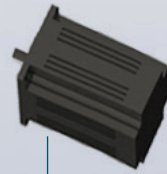
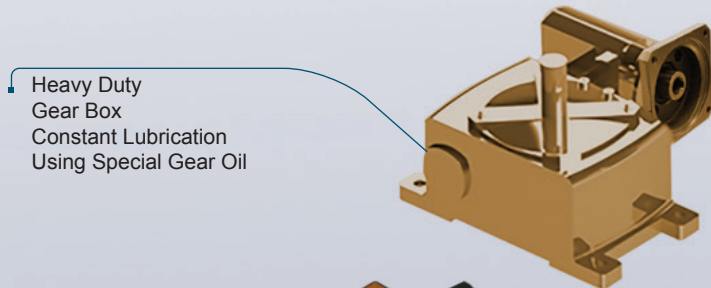
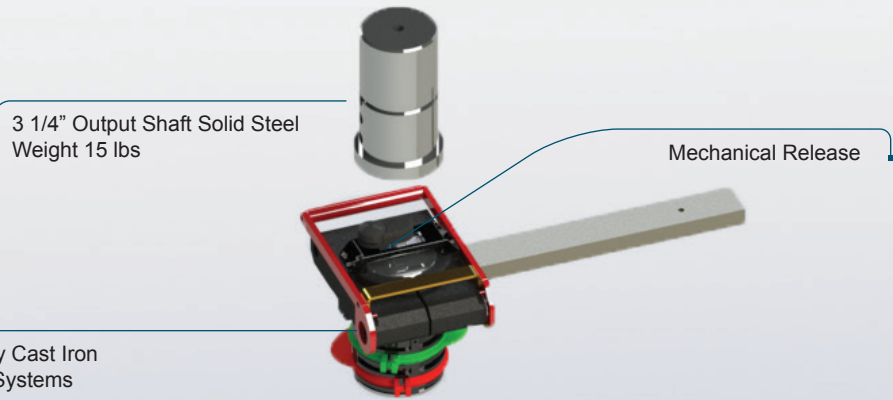
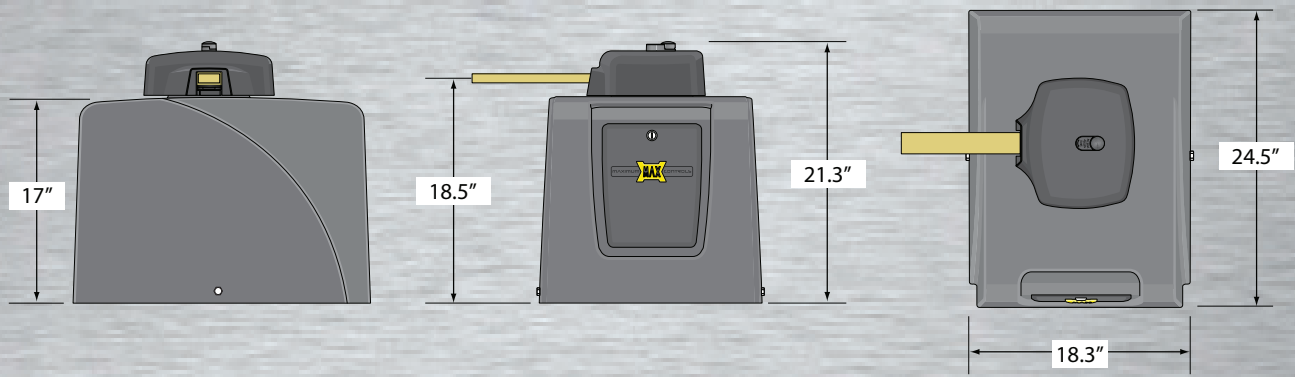
- Easy to program App Users & Guest passes with time restrictions.
- All programming is done on Max Cloud App - not a website portal

High-traffic Commercial Brushless 24 V DC Swing Gate Operator

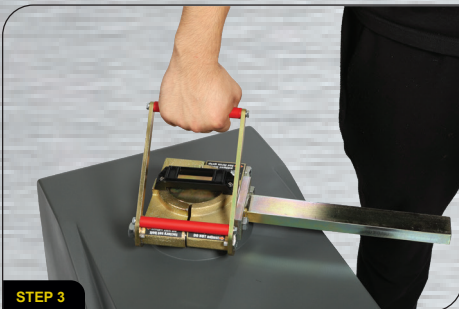
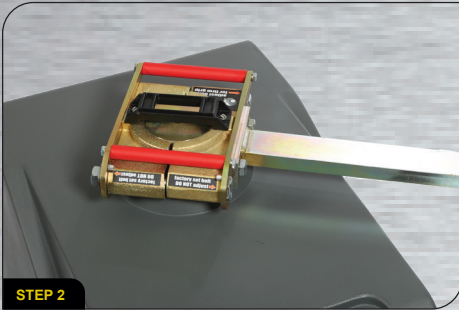
- Continuous duty cycle
- 5 year warranty
- Battery 1 year warranty
- Gate capacity 1400 lbs/15ft or 1200lb/20ft
- UL 325 Class of operation I, II, III, IV
- 90 ° opening 11 1/2 to 18 seconds; dependent on motor speed setting
- Built-in battery backup; providing a minimum of 400 cycles

Input AC Power/Amps - Switchable: 115VAC / 6 Amp, Single Phase or 230AVC / 2 Amp, Single Phase





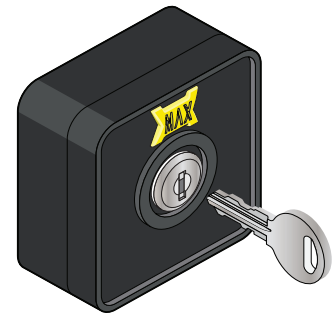
MECHANICAL RELEASE



In case of a technical difficulty, the Megatron 1400 PRO has two manual release solutions. The first solution is the JOG OPEN & JOG CLOSE function. The JOG OPEN & JOG CLOSE function works by bypassing all Matrix-1 board inputs, serving as an electro-manual release solution even when the operator is not getting AC power but is still relying on battery backup. By installing an external "constant pressure switch" the JOG OPEN & JOG CLOSE feature can be accessed remotely.

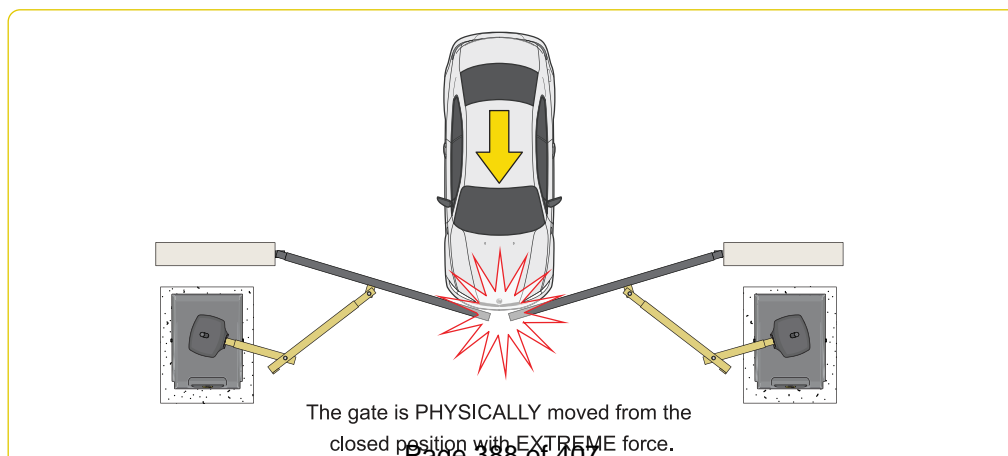
The second solution is a mechanical manual release of the gate operator. Simply unlock the cap with a key, remove the cap and lift the red handle. The clamp is now loose and the gate can be pushed open manually. Manually releasing the operator in this manner will trigger the 'gate-tamper' relay while simultaneously triggering the operator's on-board UL buzzer. If the mechanical manual release is unauthorized, the gate tamper can trigger a security system. This is a high-security feature not found in any other gate operator.

OPTIONAL FEATURE Max External Jog Switch



VEHICLE HIT PROTECTION

Maximum Controls recognizes swing gates are more prone to vehicular collisions. For this reason the Megatron 1400 PRO is outfitted with Maximum Controls' clamping technology constructed with robust cast iron. The clamp grips onto a 3¼" diameter machined steel output shaft assuring maximum grip without the use of a shear pin/plate; allowing slippage in an event that the gate is struck while in motion by a vehicle. This prevents damage to the operator while preserving limit switch locations.



APPLICATION USE



After ten years in business here 10 reasons Maximum Controls is a technological leader in the industry.

- Long life motor capable of 5 million cycles
- The most robust lightning protection available in the industry
- Branded reliability
- Dependable diagnostic tools, LCD display and USB download
- The most quiet machines on the market
- Superior gate control and motion, true RPM ramp up, ramp down
- Reliable battery back-up standard on all models
- Years of reliable operation in extreme temperatures, Phoenix to Winnipeg
- The only proven solution to windy conditions
- Direct gear drive, super quiet, minimum moving parts

These are just a few of many reasons you should consider Maximum Controls



GEARBOX

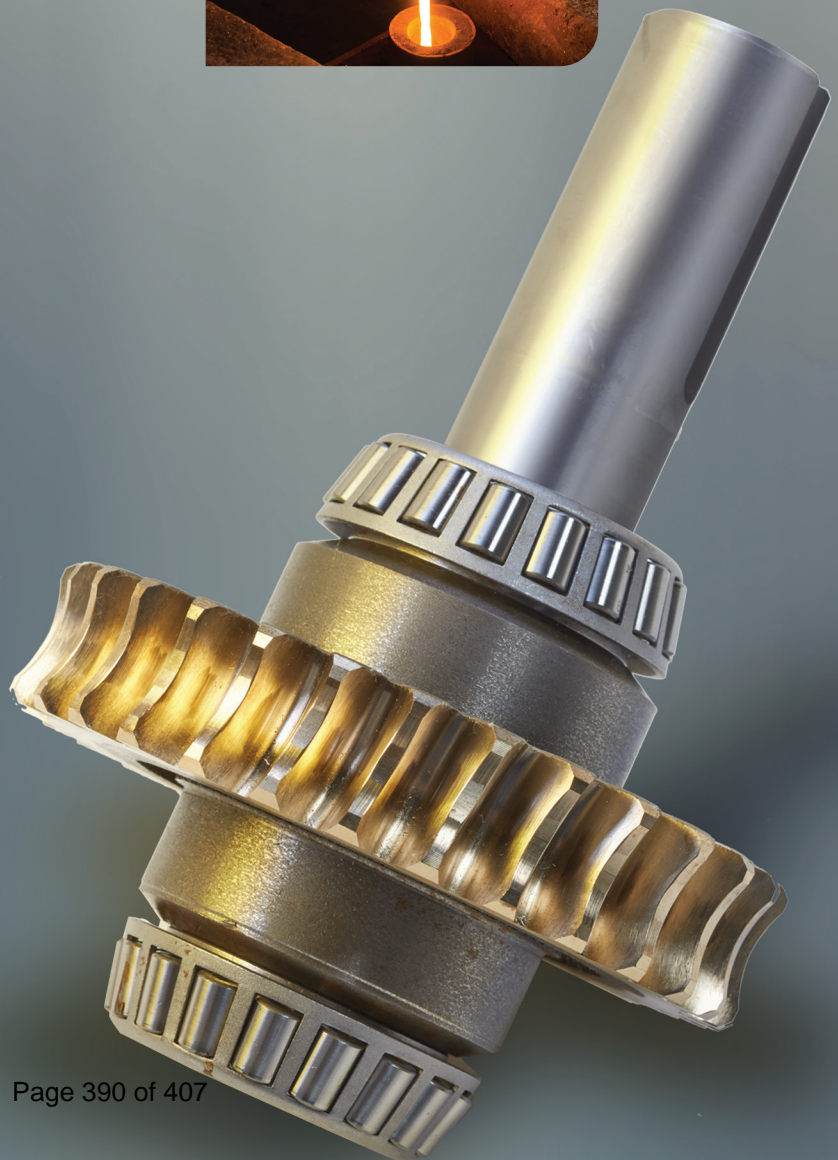
The Megatron Series implements 3 various gear boxes depending on the model:

Megatron 1400 PRO: Size 70, 900 to 1, dual gear reduction, high efficiency, cast iron gearbox

The Megatron Series gearboxes are highly efficient, producing maximum torque, maintaining a low amperage draw by reducing resistance, providing super silent operation. The rugged cast iron housing, bronze gears, and double sealed heat-treated solid shafts, have been designed by a team with over 40 years of experience in the gearbox industry.

High speed ball bearings and a synthetic oil bath keep the dual gear reduction operating flawlessly through extreme temperature ranges without need for belts, chains or pulleys; which are subject to wear, raising maintenance issues.

We invite you to compare our Maximum Controls gearboxes to any of those used by other manufacturers.

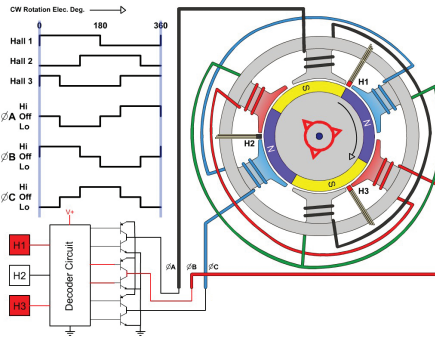


BRUSHLESS DC MOTOR

The brushless DC motor in the Megatron 1400 HP PRO uses "Hall Effect" magnetic sensing to identify over five thousand precise rotational positions during 90 degrees of gate movement. That's over 50 samples per degree of gate travel. Using this positional feedback, intelligent ramp-up and ramp-down of the gate speed is employed to minimize stress on all mechanical components.

We utilize Hall Effect sensors to know the position of the gate at any given moment thus synchronizing the gates to open and close at the same speed. We combine this technology with a dynamic magnetic brake system which stops the gate instantly when colliding with an obstacle.

Our brushless DC motors can withstand and operate in extreme high temperatures up to 165F (+74C); this surpasses any other motor technology we know of in the market today.



The Max brushless DC motor's torque is equivalent to a 1 HP AC output torque motor and can operate approximately 35,000 hours, which is about 6 million cycles. Therefore, the motor will last for decades to come. Maximum Controls stands behind our motors with a 5-year warranty.



Brushless motors controlled by DSP is the same motor technology used in advanced robotics for automobile assembly.

MOTOR CONTROL TECHNOLOGY

Maximum Controls' brushless DC motor controller enables precision movement that traditional brushed motors cannot replicate. For example, no overcoasting. This ability is crucial in bi-parting slide gates on the same track, as well as catch posts or columns that can't be avoided.

Another advantage of precise gate control is the ability to stop instantly. In an emergency situation, this is critical. When a safety edge is struck, stopping on a dime to reduce risk of injury or damage to equipment is imperative. Our motor control technology is absolutely the most advanced on the market.

ADVANTAGES OF BRUSHLESS DC MOTOR

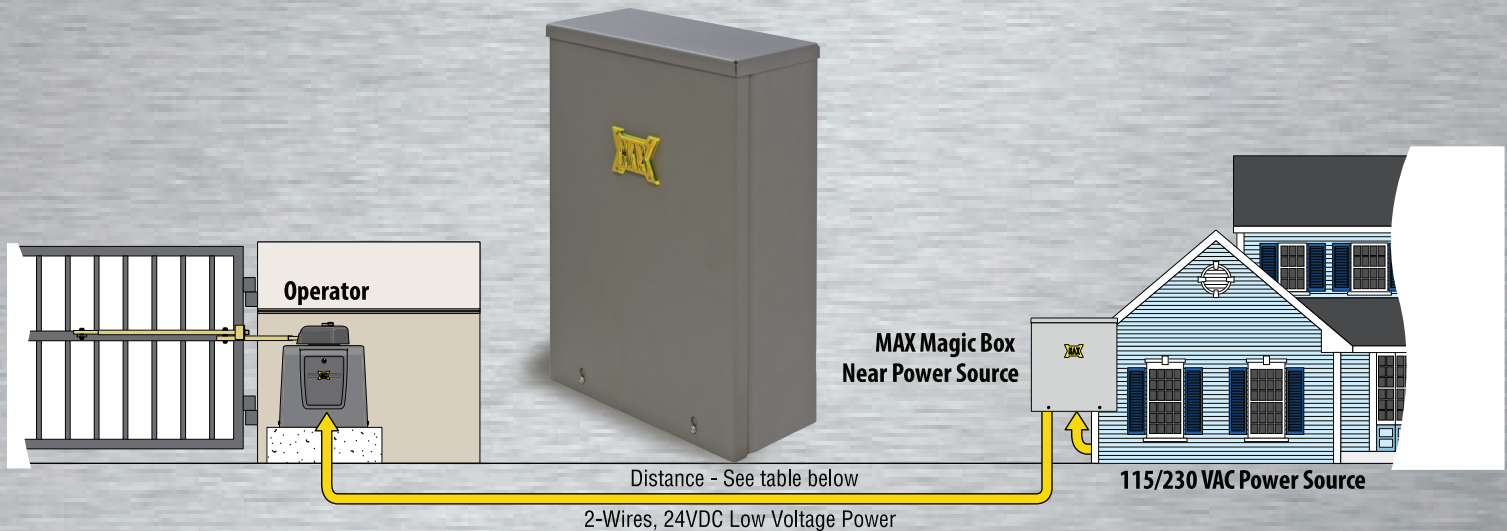
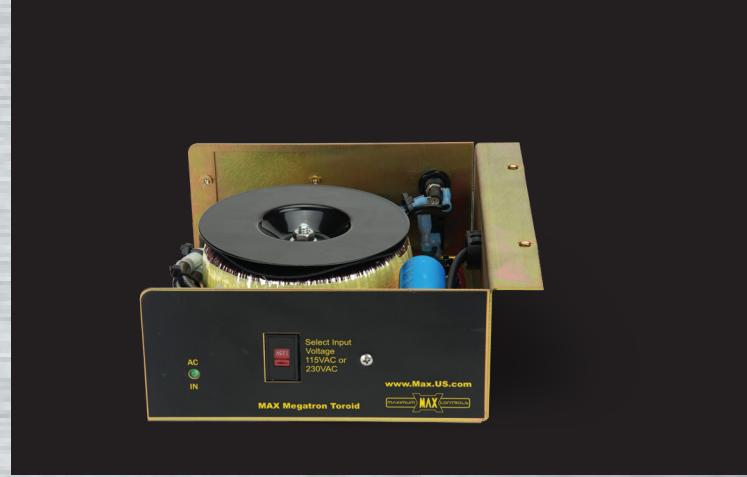
FEATURE	BRUSHED DC MOTORS	BRUSHLESS DC MOTOR MAX
Commutation	Mechanical	Electrical
Maintenance	High	Very Low
Electronic Noise EMI	High	Super Low
Life	Short	Much Longer 6,000,000 Cycles
Speed/Torque Characteristics	Moderately Flat	Flat (Enables Operation at All Speeds)
Efficiency	Medium	High
Motor Speed	Limited Speed Control	Variable Speed Control
Audible Noise	High at High Speeds Because of Brushes	Super Quiet
Drive Complexity	Inexpensive	Advanced DSP Control
Loss of Torque Due to Aging	Yes	No
Energy Consumption	Higher	Lower
Magnetic Hall Sensors	No	Yes (50 samples per degree of gate travel)
	Page 392 of 407	

POWER SUPPLY

The Megatron 1400 PRO's power supply utilizes a 15 Amp torroid and power management board. The maximum Amp draw from the Megatron is 3.5 - 4.5 Amps depending on gate weight. The power supply is efficiently designed with ample headroom and is not overstressed under any extreme load or temperature conditions. The power supply input accepts 115V or 230V AC via selection switch. During gate operation the battery is not utilized while AC is present, preserving the life of the battery.

Input AC Power/Amps -

Switchable: 115VAC / 6 Amp, Single Phase
or 230VAC / 2 Amp, Single Phase



MAGIC BOX

The Megatron 1400 PRO MAGIC BOX feature can save thousands of dollars in trenching and costly permit fees. Unforeseen complications like rock formations or utility lines that have to be trenched around can be avoided by using the Magic Box. This feature is a power management system that does not rely on battery power and as a result the battery life is not compromised.

Because the Magic Box does not rely on the batteries as a booster, the gate remains operational regardless of whether the batteries are malfunctioning or the batteries are removed. This technology is unique only to Maximum Controls.

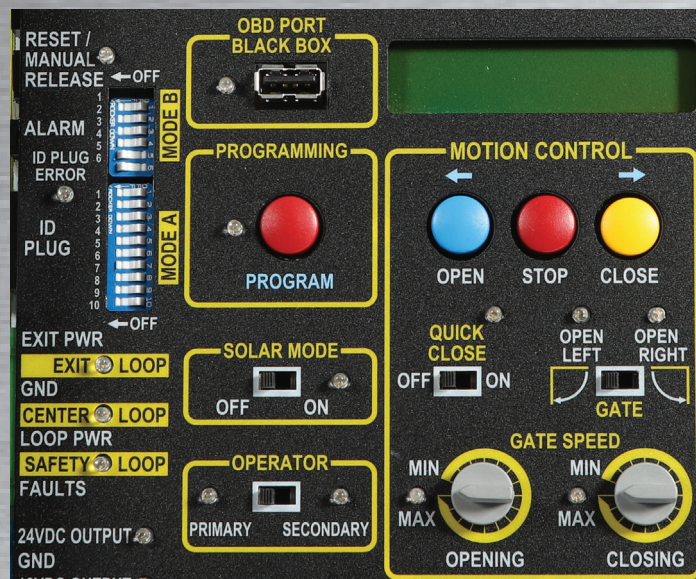
BLACK BOX, LOOP MANAGEMENT & SECURITY

One of the primary goals of the Megatron 1400 PRO is to provide the most secure, easiest to maintain gate operator with higher gate-speed-motion and advanced loop management.

The Megatron 1400 PRO uses non-volatile memory to continuously log performance characteristics and input/output events. A service technician can access this data via USB port to download the event history, quickly diagnosing complex or intermittent problems that traditionally have been very difficult to isolate and repair. By plugging a USB thumb drive into the USB port, all the Megatron's diagnostic history will download, working as a "Black Box" to diagnose what occurred. The Megatron's event history is stored as a .TXT document which can be emailed to the factory if necessary, for on-site diagnosis. The .TXT file is a log of the most recent 1000 events reported by each module to the central logger.

The Megatron 1400 PRO's standard intuitive loop management system, when enabled, will discourage tailgating, increasing security for residential and High-traffic installations. When the anti-tailgate switch is activated, any car tailgating a legitimate access will be forced to stop by a rapidly closing gate, forcing the tailgater to back up and thereby triggering the gate to close and deny unauthorized access.

When disabled, loop management will allow multi-access, with the gate opening on each successive trigger in the traditional loop management manner.

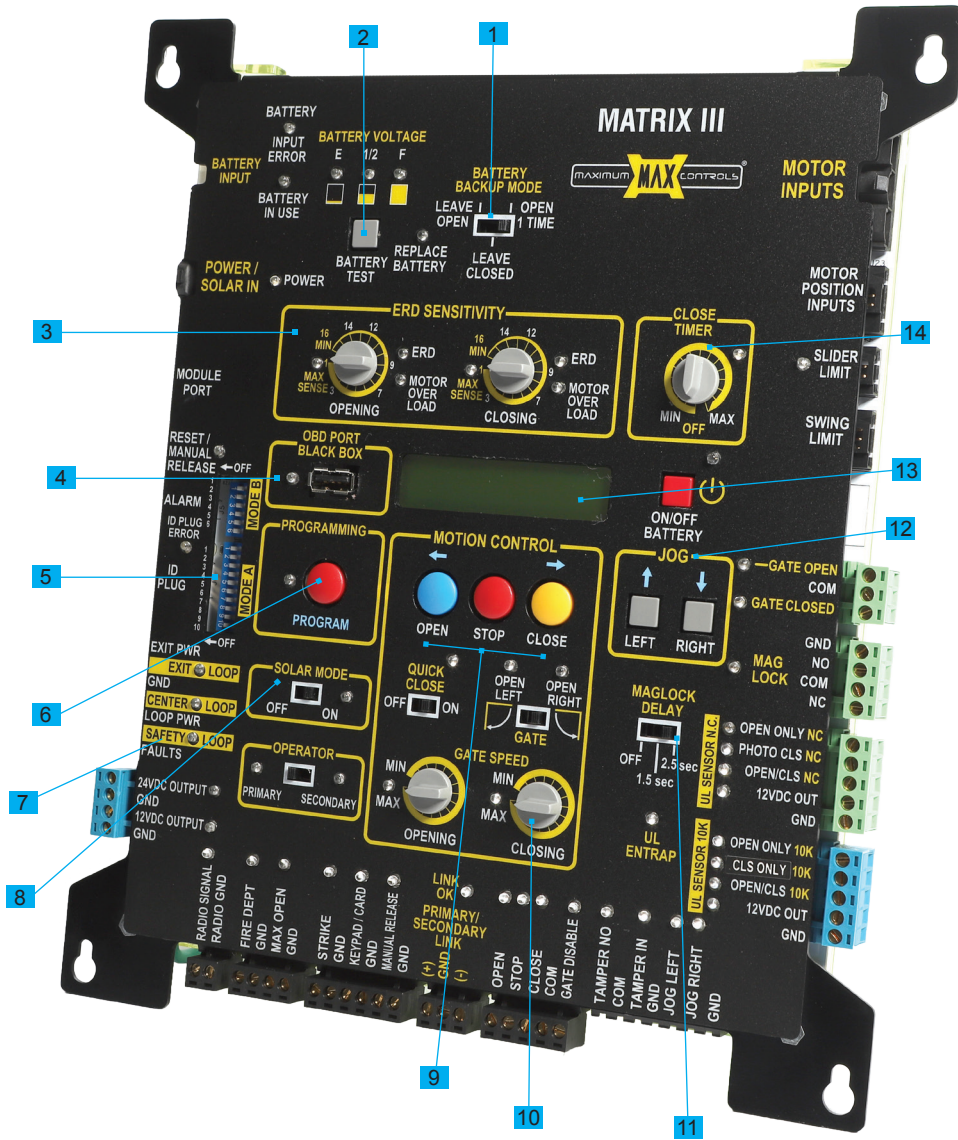


ADVANCED SECURITY FEATURES

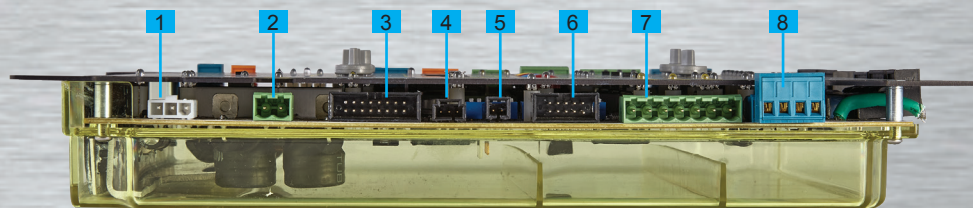
Anti-Vandalism/Burglar Alarm

As a security device, the Megatron 1400 PRO supplies a gate tamper relay output that triggers whenever a gate has encountered an unauthorized movement. This can be configured to activate an alarm system or camera. The Megatron 1400 PRO also has a gate disable feature which can disable operator open commands during a vacation or overnight for commercial applications.

CONTROL FEATURES AND CONNECTIONS

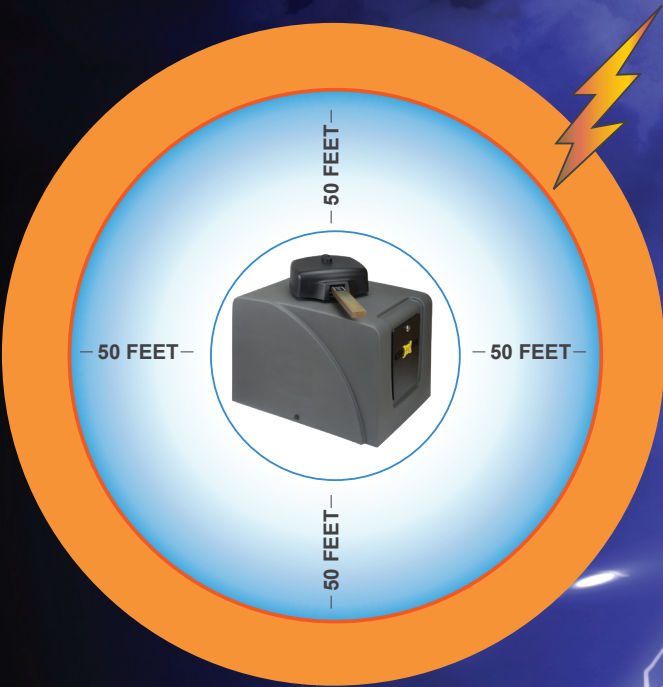


1. Battery Backup Mode Switch
2. Battery Test Switch
3. ERD Sensitivity
4. OBD Port
5. DIP Switches
6. Program Button
7. Loop Status
8. Solar Mode Application
9. Motion Control Buttons
10. Closing Gate Speed
11. Maglock Delay
12. Jog Open/Close
13. LCD Display
14. Close Timer Switch



- | | |
|----------------------|---|
| 1. Battery Input | 5. UL Alarm |
| 2. Power/Solar Input | 6. ID Plug |
| 3. Module Port | 7. Loop Rack Input |
| 4. Reset | 8. 12VDC & 24VDC Limited Current Power Output |

LIGHTNING PROTECTION



The Megatron 1400 PRO offers the most robust lightning protection available in the industry. The Megatron 1400 PRO protects all peripheral inputs, loop inputs, power inputs, relay outputs, and all communication lines (over 44 channels of protection) in 1/1,000,000,000 of a second. With special emphasis on power supply protection, the Megatron 1400 PRO is guaranteed to withstand any lightning hit more than 50 feet away; truly protected like no other operator in the world.

Maximum Controls LLC Warranty and Return Policy Megatron 1400 PRO

Section I Coverage

- a. 5-Year on all components
- b. 1 year on batteries

Section II Not Covered

- a. Damages due to vehicular strike.
- b. Damages due to water or liquid.
- c. Damages due to fire.
- d. Damages due to direct lightning.
- e. Damages due to extreme high wind.
- f. Damages due to vandalism.
- g. Damages due to negligence, i.e. leaving the cover off in the rain, improper wiring of AC or peripheral systems.
- h. Damages due to product misuse, i.e. gate and operator combination mismatch, i.e. heavy gate paired with low capacity gate operator.
- i. Damages due to unauthorized product modification or attempted repair.

Section III RMA Shipping Policy

- a. Maximum Controls LLC will pay for return shipping via standard ground UPS or USPS FOB CA on all RMA's within one year of Distributor's purchase
- b. Any form of "Expedited Shipping" on any RMA will be paid by Distributor

Section IV Product Returns

- a. Products must be in original, resellable condition with all warranty information, manuals, and original packaging.
- b. A re-stock fee of 10% will be charged on all returned products.
- c. All returned products must reference a Maximum Controls RMA number or it will be refused.
- d. Maximum Controls is not responsible for freight charges associated with returned merchandise.

NOTE: Products purchased online from unauthorized distributors will not be covered by our warranty.

EXHIBIT 24

AGENDA



LR-3000™

UHF Long-Range Reader

AWID's LR-3000™ Long-Range Reader is an Ultra-High-Frequency (UHF) tag and card reader used in RFID applications like gate access for vehicles and physical access for people. Its electronics and antenna are integrated in a single compact enclosure. The LR-3000 is optimally designed for Automatic Vehicle Identification (AVI) and Access Control applications such as gate control in a parking facility. It also provides identification and access for people at doorways, wheelchairs at elevators, and gurneys in hospital entrances. The LR-3000 Reader assures security by use of AWID's proprietary encryption for communications between the reader and its UHF vehicle tags and hand-held cards. The LR-3000 reader has two LEDs – steady red to indicate DC power, and blinking green when a tag is presented. The LR-3000 reader is suitable for outdoor applications; it may be installed with exposure to the environment.



The LR-3000 offers *price:performance* advantage over conventional long-range proximity card and active-tag RF systems. The LR-3000 can be combined with AWID's uAccess door access readers, allowing the same hand-held card to be used for both vehicle parking access at the gate, and door access for people in the building.

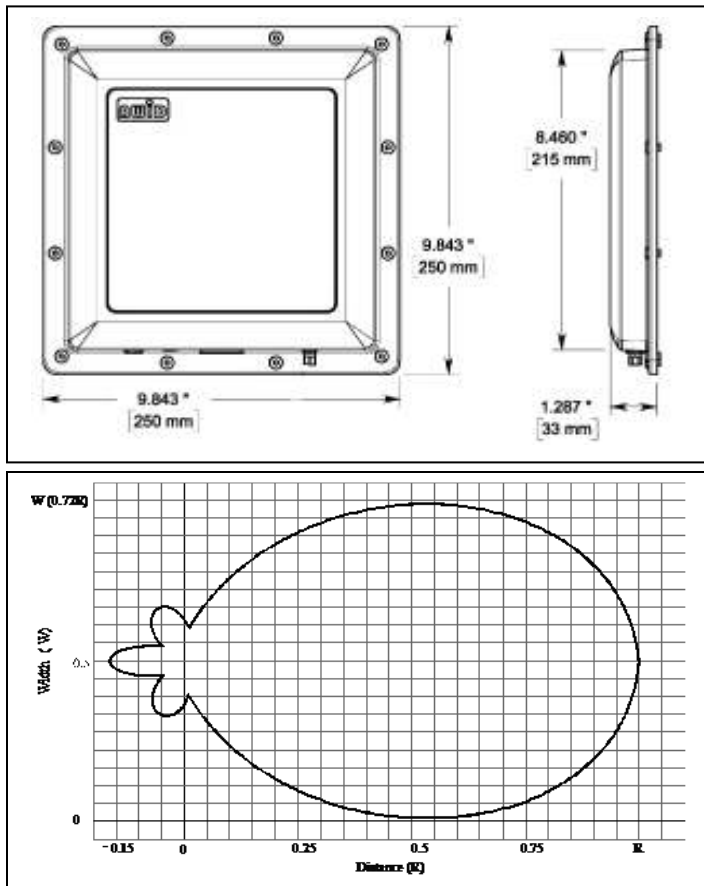
The LR-3000 operates in the license-free 902-928 MHz UHF band. It combines effective UHF technology with economical passive tags and cards, field-programmable read repeat rate and RF field strength, and simultaneous Wiegand and RS-232 data outputs. It can be interfaced with all standard access control and AVI systems. The LR-3000 offers an impressive combination of single-unit construction, small size, and attractive appearance. Tag reading distance is commonly up to 25 feet and sometimes more depending on reader mounting, credential type and environment.

FEATURES

- **Longer reading distance ...**
Up to 25 feet between reader and tag
- **Small, attractive reader ...**
Single unit with antenna, 9.8"x9.8"x1.3"
- **Easy reader installation ...**
No reader programming, simple wiring
- **Wide selection of credentials ...**
Varied vehicle tags and hand-held cards
- **Unlimited tag or card life ...**
Passive, battery-free credentials
- **Data output to fit the system ...**
Selectable read repeat rate
- **No interference between readers, and no cross-reading between lanes ...**
Programmable RF field strength
- **RF transmission only as needed ...**
Optional buried loop arms the RF circuit
- **LED status indicators ...**
Red for power, green for tag reading
- **LR-3000 mixes with other readers ...**
Same code format as proximity readers
- **Easy interfacing to control systems ...**
Both Wiegand and RS-232 data output
- **Complies with certifications ...**
FCC Part 15; IC; RoHS
- **Ideal upgrade from old systems ...**
Hands-free car ID; cards for people ID
- **Eliminates stop-and-wait entry ...**
Cars may continue moving past reader
- **No need to add protective housing ...**
Protection class IP65 for outdoor sites
- **Easy to buy and own ...**
Installer needs no FCC registration

LR-3000™

UHF Long-Range Reader



ACCESSORIES AND SUPPLIES

- **LR-reader test/demo kit** -- A **requirement** for all installers. An effective way to demonstrate the LR-3000, to prove its operation, to measure its performance, to locate tags, and to aim the reader. A one-time purchase for installers.
- **Power supply** -- Each LR-3000 requires a separate, independent, dedicated power supply. Ask AWID for specifications. AWID offers PS-123.3A-0-0 plug-in DC module.
- **Cable for power and data** -- Correct cable assures good reader performance. Ask AWID for specifications.
- **Mounting devices** -- Ask your supplier about poles, posts, pedestals, clamps, arms, etc.
- **System components** -- Ask your supplier about the access control package, gates, vehicle sensors, bollards, traffic barriers, and other components.
- **Installation and operation** -- Download additional information from www.AWID.com.

CREDENTIAL OPTIONS

- **Vehicle-mounting tags** -- For permanent or movable applications, inside or outside vehicles. Types are tags for Windshield (**WS-UHF**), Rearview Mirror (**RV**), Sunvisor (**VT**), Sideview Mirror (**SV**) and Metal-Mount (**MT-UHF**); also Portable tag (**PT**), Hangtag (**HT**), and Supertag (**ST**).
- **Hand-held cards** -- For presenting to reader. **Cards:** Clamshell (**CS-UHF**) and Graphics (**GR-UHF**). **Tags:** Keytag (**KT-UHF**) and Hangtag (**HT**). Use these cards and tags with **uAccess** readers.

Ask AWID about tag selection and mounting methods.

OPERATING CHARACTERISTICS

Reading Distance:

Tags and cards, up to 25 feet (7.6 meters)

Frequency Band:

902 to 928 MHz; Frequency Hopping technology

Antenna Output:

Circular-polarized RF field

Indicators:

2 LEDs -- Red for power; Green for tag reading

Power Supply: *Separate for each long-range reader*

7 to 15 volts DC, linear rated, regulated output
At 12 VDC, rated for 2 amperes or more
Separate, independent, dedicated to each reader

Communications Protocols:

Wiegand and RS-232, simultaneous outputs

Code Formats:

Determined by AWID's tags & cards; 26 to 50 bits

Cables: *All cables MUST be overall-shielded*

Power -- 2 conductors, 18 gauge, shielded
Data -- 3 conductors, 22 gauge, shielded
Stranded, color-coded, not twisted pairs
Up to 500 feet for Wiegand; 75 feet for RS-232

Field-Programmable Features:

Read repeat rate; RF power level

PHYSICAL CHARACTERISTICS

Dimensions:

9.8 x 9.8 x 1.3 inches (25 x 25 x 3.3 cm)

Weight:

38.4 oz (1.09 kg)

Material (Color):

ABS enclosure (white); aluminum back-plate

Cable (Integrated with Reader):

10 conductors, 32 inches (81 cm) long
Overall shielded, plastic jacket

Mounting (Supplied by Installer):

Pan-and-tilt adjustable aiming, min. 6 inches long

ENVIRONMENT

Operating Temperature:

-35°C to +65°C (-31°F to +150°F)

Operating Humidity:

0% to 95% non-condensing

Protection Class:

IP65 Weatherproof

Avoiding Interference:

Optimize reader performance by avoiding sources of RF -- fluorescent and other arc lighting, UHF transmitters, other UHF readers.

CERTIFICATION

FCC Part 15; IC; RoHS; ETL



18300 Sutter Blvd, Morgan Hill, CA 95037
Tel: (408) 825-1100 Fax: (408) 782-7402
<http://www.awid.com>

EXHIBIT 25

AGENDA

QUOTE



4K's Construction Cleanup LLC.

18371 Hunters Glen Rd
North Fort Myers, FL 33917

BILL TO

Stoneybrook North CDD
1540 International Parkway Suite 2000
Lake Mary, Florida 32746

QUOTE

BW TOWER
STAINING

QUOTE DATE

05/29/2026

DESCRIPTION	AMOUNT
30 Foot Main Entrance Bridge Tower/30 Foot North Tower \$12,300	25,300.00
Smaller Tower by Construction Entrance	4,000.00
Pressure clean exterior of wood towers.	0.00
Protect and cover up all areas not receiving coatings.	
Apply a coat of Varathane Wood Stain to both sides of wood tower structures.	
Apply a topcoat of Sealer to both sides of wood tower structures.	
NOTES: Caution tape and warning signs will be used to inform occupants and quest of our progress.	0.00
Daily Cleanup will be performed to insure a clean and safe work site.	
Ariel Man Lift will be used, and all necessary precautions will be utilized to minimize damage to surrounding lawn, A.C.E. will not be responsible to replace sod/plantings if damage occurs.	
Bridge entry road will need to be closed during work performed-Cones, signs and personnel will be onsite to direct traffic using the exit lane for both directions.	
TOTAL	\$29,300.00

TERMS & CONDITIONS

Make all checks payable to:
4K's Construction Cleanup LLC.
18371 Hunters Glen Road
North Fort Myers Florida 33917

If you have questions concerning this invoice,
please contact:
Eric T. Klos at (239) 744-9953
Veteran/First Responder Owned & Operated

Thank you

EXHIBIT 26

AGENDA

Wm Side Service LLC

Contacts: Inez Benitez, Wilber Mendoza

Office: (239) 324-8938 | Cell: (239) 324-3802

Email: Wmsideservice@gmail.com

INSURED

Quote Good for 30 days

Client Signature Click or tap here to enter text.

Printed Click or tap here to enter text.

Acceptance Date Click or tap here to enter text.

Project name . Re stain wooden decorative tower

Job Location: Brightwater North entrance to phase 3 (8700 Cascade Price Cir North Fort Myers 33917)

Estimate Start Date 03/29/2026

Client Name Click or tap here to enter text.

Client Cell Click or tap here to enter text.

Client Email Click or tap here to enter text.

Client Mailing Address:2502 N. Rocky Point Drive suite 1000 Tampa FL 33607

Scope work: Prep area to ensure nothing will be damaged, clean tower properly to help with the longevity of stain. Sand down previously placed stain to help new stain absorb evenly. Adding new stains with high premium paint. cleaning up area from any debris to leave area clean.

Materials top premium stain, paint sprayer, and sanding machine . medium grit sandpaper. 30-foot ladders or lift. Tarp, generator. paint brushes. Paint mixers . labors.

Terms & Conditions Click or tap here to enter text.

Quote : 6,500

EXHIBIT 27

AGENDA

Wm Side Service LLC

Contacts: Inez Benitez, Wilber Mendoza

Office: (239) 324-8938 | Cell: (239) 324-3802

Email: Wmsideservice@gmail.com

INSURED

Client Signature Click or tap here to enter text.

Printed Click or tap here to enter text.

Acceptance Date Click or tap here to enter text.

Project name . Re stain wooden decorative tower (2)

Job Location: Brightwater South (Near Pritchett pkwy)

Estimate Start Date 03/29/2026

Client Name Click or tap here to enter text.

Client Cell Click or tap here to enter text.

Client Email Click or tap here to enter text.

Client Mailing Address:2502 N. Rocky Point Drive suite 1000 Tampa FL 33607

Scope work: Prep area to ensure nothing will be damaged, clean tower properly to help with the longevity of stain. Sand down previously placed stain to help new stain absorb evenly. Adding new stains with high premium paint. cleaning up area from any debris to leave area clean.

Materials top premium stain, paint sprayer, and sanding machine . medium grit sandpaper. 30-foot ladders or lift. Tarp, generator. paint brushes. Paint mixers . labors.

Terms & Conditions Click or tap here to enter text.

Quote : 6,500

Quote Good for 30 days