



Rizzetta & Company

Copperstone Community Development District

Board of Supervisors' Budget Workshop May 17, 2023

District Office:
2700 S. Falkenburg Road, Suite 2745
Riverview, Florida 33578
813-533-2950

copperstonecdd.org

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT AGENDA

Copperstone Clubhouse located at 8145 115th Avenue East, Parrish, FL 34219

Board of Supervisors	Adam Bailey Gerard Litrenta Ryan Stulman Michael Fondario Tom Fretz	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Christina Newsome	Rizzetta & Company, Inc.
District Attorney	Mark Barnebey	Blalock Walters
District Engineer	Kyle L. Thornton, PE	Half Associates, Inc.

All Cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813)-533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.copperstonecdd.org

**Board of Supervisors
Copperstone Community
Development District**

May 16, 2023

FINAL AGENDA

Dear Board Members:

The budget workshop meeting of the Board of Supervisors of the Copperstone Community Development District will be held on **Wednesday, May 17, 2023, at 6:30 p.m.** at the Copperstone Clubhouse located at 8145 115th Avenue East, Parrish, FL 34219. The following is the agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
- 4. BUSINESS ITEMS**
 - A.** Consideration of Fiscal Year 2023-2024 Proposed Budget
 - 1. Consideration of Resolution 2023-04, Approving the Fiscal Year 2023-2024 Proposed Budget and Setting the Public Hearing on the Final Budget.....Tab 1
 - B.** Consideration of HOA and CDD Landscape AgreementTab 2
 - C.** Consideration of Review of 2023 Cepra Landscape Contract Renewal.....Tab 3
 - 1. Contract Renewal 2023
 - 2. Pricing with Mulch and Annuals
 - 3. Pricing without Mulch and Annuals
- 5. BUSINESS ADMINISTRATION**
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,
Christina Newsome
Christina Newsome
District Manager

Tab 1

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED PRELIMINARY 2023/2024 BUDGET AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Copperstone Community Development (“District”) was established by the Manatee County Commission, Florida; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Copperstone Community Development District (the “Board”) the proposed operating budget for the Country Club Fiscal Year 2023/2024 (“Proposed Budget”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager to the District Budget to provide a budget for the operation, maintenance, and capital improvement of the District for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: 6:00PM

LOCATION: Copperstone Community Development District Clubhouse
8145 115th Avenue East
Parrish, FL 34219

3. **TRANSMITTAL OF PROPOSED BUDGET AMENDMENT TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County in accordance with Chapter 189, Florida Statutes.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, shall be posted within five (5) days after adoption, and shall remain on the website for at least two (2) years. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the manager or administrator of Manatee County for posting on the County website.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS __ DAY OF _____ 2023.

ATTEST:

**COPPERSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A:

Exhibit A



Rizzetta & Company

Copperstone Community Development District

www.copperstonecdd.org

Proposed Budget Draft Fiscal Year 2023/2024

**Proposed Budget
Copperstone Community Development District
General Fund
Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 7	\$ 7	\$ -	\$ 7	\$ -	\$ -	
6	Special Assessments							
7	Tax Roll	\$ 490,410	\$ 490,410	\$ 487,711	\$ 2,699	\$ 596,775	\$ 109,064	
8								
9	TOTAL REVENUES	\$ 490,417	\$ 490,417	\$ 487,711	\$ 2,706	\$ 487,711	\$ 109,064	
10								
11	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12								
13	TOTAL REVENUES AND BALANCE FORWARD	\$ 490,417	\$ 490,417	\$ 487,711	\$ 2,706	\$ 487,711	\$ 109,064	
14								
15								
16								
17	EXPENDITURES - ADMINISTRATIVE							
18								
19	Legislative							
20	Supervisor Fees	\$ 6,000	\$ 12,000	\$ 12,000	\$ -	\$ 14,000	\$ 2,000	5 paid supervisors - 12 Meetings, 2 Workshops
21	Financial & Administrative							
22	Administrative Services	\$ 2,250	\$ 4,500	\$ 4,500	\$ -	\$ 4,050	\$ (450)	
23	District Management	\$ 11,350	\$ 22,700	\$ 22,700	\$ -	\$ 20,430	\$ (2,270)	
24	District Engineer	\$ 19,911	\$ 39,822	\$ 16,000	\$ (23,822)	\$ 20,000	\$ 4,000	Based on Current Working Items
25	Disclosure Report	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	
26	Trustees Fees	\$ 6,100	\$ 6,100	\$ 7,071	\$ 971	\$ 6,100	\$ (971)	
27	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
28	Financial & Revenue Collections	\$ 1,800	\$ 3,600	\$ 3,600	\$ -	\$ 1,200	\$ (2,400)	
29	Tax Collector Fees	\$ -	\$ -	\$ 300	\$ 300	\$ 300	\$ -	
30	Accounting Services	\$ 7,950	\$ 15,900	\$ 15,900	\$ -	\$ 14,310	\$ (1,590)	
31	Auditing Services	\$ -	\$ -	\$ 3,185	\$ 3,185	\$ 3,185	\$ -	BTEG&F contract - \$3,185
32	Arbitrage Rebate Calculation	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
33	Public Officials Liability Insurance	\$ 3,341	\$ 3,341	\$ 3,256	\$ (85)	\$ 4,070	\$ 814	EGIS Estimate FY23-24 25%

**Proposed Budget
Copperstone Community Development District
General Fund
Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
34	Legal Advertising	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
35	Miscellaneous Mailings	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
36	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	Annual State Filing Fee
37	Website Hosting, Maintenance, Backup	\$ 2,138	\$ 4,363	\$ 4,250	\$ (113)	\$ 5,450	\$ 1,200	Inclusion of Technology Services
38	Legal Counsel							
39	District Counsel	\$ 26,210	\$ 52,420	\$ 15,000	\$ (37,420)	\$ 40,000	\$ 25,000	Based on Current Working Items
40	Litigation Services	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000	Based on Counsel Advice
41								
42	Administrative Subtotal	\$ 92,225	\$ 169,921	\$ 116,437	\$ (53,484)	\$ 141,770	\$ 25,333	
43								
44	EXPENDITURES - FIELD OPERATIONS							
45	Electric Utility Services							
46	Utility Services	\$ 5,921	\$ 13,842	\$ 11,500	\$ (2,342)	\$ 12,650	\$ 1,150	Increased 10% to follow trends
47	Stormwater Control							
48	Fountain Service Repairs & Maintenance	\$ 250	\$ 500	\$ 10,000	\$ 9,500	\$ 10,000	\$ -	
49	Aquatic Maintenance	\$ 14,880	\$ 29,760	\$ 26,760	\$ (3,000)	\$ 27,600	\$ 840	Add 3% increase to contract
50	Lake/Pond Bank Maintenance	\$ 1,256	\$ 2,512	\$ 17,500	\$ 14,988	\$ 17,500	\$ -	
51	Pond Aeration Repairs and Maintenance	\$ 1,256	\$ 2,512	\$ 3,000	\$ 488	\$ 3,000	\$ -	
52	Aquatic Plant Replacement	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	
53	Midge Fly Treatments	\$ 6,180	\$ 12,360	\$ 12,360	\$ -	\$ 12,360	\$ -	
54	Other Physical Environment							
55	Property Insurance	\$ 4,241	\$ 4,241	\$ 3,674	\$ (567)	\$ 4,595	\$ 921	EGIS Estimate FY23-24 25% Increase
56	General Liability Insurance	\$ 3,853	\$ 3,853	\$ 4,301	\$ 448	\$ 5,380	\$ 1,079	EGIS Estimate FY23-24 25% Increase
57	Landscape Maintenance	\$ 57,897	\$ 115,794	\$ 119,340	\$ 3,546	\$ 192,384	\$ 73,044	Based on 60% of - \$192,384
58	Irrigation Repairs	\$ 21,988	\$ 43,976	\$ 22,500	\$ (21,476)	\$ 12,024	\$ (10,476)	Based on 60% of - \$20,040
59	Tree Trimming Services - Pruning	\$ -	\$ -	\$ -	\$ -	\$ 3,197	\$ 3,197	Based on 60% of - \$5,328
60	Landscape Miscellaneous - Pump Inspection	\$ -	\$ -	\$ -	\$ -	\$ 4,104	\$ 4,104	Based on 60% of - \$6,840
61	Annuals	\$ -	\$ -	\$ -	\$ -	\$ 2,815	\$ 2,815	Based on 60% of - \$4,692
62	Landscape - Mulch	\$ -	\$ -	\$ 11,000	\$ 11,000	\$ 17,086	\$ 6,086	Based on 60% of - \$28,476
63	Landscape Replacement Plants, Shrubs, Trees	\$ 3,837	\$ 7,674	\$ 8,500	\$ 826	\$ 8,500	\$ -	
64	Road & Street Facilities							
65	Decorative Street Light Maintenance and Repair	\$ 4,668	\$ 9,336	\$ 18,000	\$ 8,664	\$ 18,000	\$ -	
66	Contingency							

Proposed Budget
Copperstone Community Development District
General Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
67	Miscellaneous Contingency	\$ 9,054	\$ 18,108	\$ 1,810	\$ (16,298)	\$ 1,810	\$ -	
68	Pond Bank Erosion Repairs	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	Pond Bank Erosion Repair Loan (6 years remaining)
69								
70	Field Operations Subtotal	\$ 135,281	\$ 264,468	\$ 372,245	\$ 7,777	\$ 455,005	\$ 82,760	
71								
72	Contingency for County TRIM Notice							
73	TOTAL EXPENDITURES	\$ 227,506	\$ 434,389	\$ 488,682	\$ (45,707)	\$ 596,775	\$ 108,093	
74								
75	EXCESS OF REVENUES OVER EXPENDITURES	\$ 215,044	\$ 56,028	\$ -	\$ (43,001)	\$ (109,064)	\$ 971	

Draft Budget
Copperstone Community Development District
Reserve Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024
1						
2	REVENUES					
3	Interest Earnings					
4	Interest Earnings	\$ 1,658	\$ 15	0	\$ 15	
5	Special Assessments					
6	Tax Roll	\$ 40,468	\$ 40,468	\$ 40,468	\$ -	\$ 85,468
7						
8	TOTAL REVENUES	\$ 42,126	\$ 40,483	\$ 40,468	\$ 15	\$ 85,468
9						
10	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -
11						
12	TOTAL REVENUES AND BALANCE FORWARD	\$ 42,126	\$ 40,483	\$ 40,468	\$ 15	\$ 85,468
13						
14						
15						
16	EXPENDITURES					
17						
18	Contingency					
19	Capital Reserves	\$ 40,483	\$ 40,483	\$ 40,468	\$ (15)	\$ 40,468
20	Miscellaneous Contingency	\$ -	\$ -	\$ -	\$ -	\$ -
21	Bridge Repairs	\$ -	\$ -	\$ 35,000	\$ -	\$ 45,000
22	TOTAL EXPENDITURES	\$ 40,483	\$ 40,483	\$ 75,468	\$ (15)	\$ 85,468
23						
24	EXCESS OF REVENUES OVER EXPENDITURES	\$ 1,643	\$ -	\$ (35,000)	\$ -	\$ -

Copperstone Community Development District

Debt Service

Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2019	Budget for 2023/2024
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$355,419.84	\$355,419.84
TOTAL REVENUES	\$355,419.84	\$355,419.84
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$355,419.84	\$355,419.84
Administrative Subtotal	\$355,419.84	\$355,419.84
TOTAL EXPENDITURES	\$355,419.84	\$355,419.84
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

7.0%

Gross assessments

\$382,171.87

Notes:

Tax Roll Collection Costs for Manatee County are 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less any Prepaid Assessments Received.

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$682,243.00
Manatee County Collection Cost @	3%	\$22,007.84
Early Payment Discount @	4%	\$29,343.78
2023/2024 Total		<u>\$733,594.62</u>

2022/2023 O&M Budget	\$563,179.00
2023/2024 O&M Budget	\$682,243.00

Total Difference	<u><u>\$119,064.00</u></u>
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	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
Series 2019 Debt Service - Townhome 20'	\$244.44	\$244.44	\$0.00	0.00%
Operations/Maintenance - Townhome 20'	\$973.58	\$1,179.41	\$205.83	21.14%
Total	\$1,218.02	\$1,423.85	\$205.83	16.90%
Series 2019 Debt Service - Single Family 55'	\$672.20	\$672.20	\$0.00	0.00%
Operations/Maintenance - Single Family 55'	\$973.58	\$1,179.41	\$205.83	21.14%
Total	\$1,645.78	\$1,851.61	\$205.83	12.51%
Series 2019 Debt Service - Single Family 65'	\$794.41	\$794.41	\$0.00	0.00%
Operations/Maintenance - Single Family 65'	\$973.58	\$1,179.41	\$205.83	21.14%
Total	\$1,767.99	\$1,973.82	\$205.83	11.64%

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$682,243.00
COLLECTION COSTS @	3%	\$22,007.84
EARLY PAYMENT DISCOUNT @	4%	\$29,343.78
TOTAL O&M ASSESSMENT		<u>\$733,594.62</u>

UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT		
LOT SIZE	O&M	SERIES 2019	EAU FACTOR	TOTAL	% TOTAL	TOTAL	O&M ⁽³⁾	DEBT	TOTAL ⁽⁵⁾
		DEBT SERVICE ^{(1) (2)}		EAU's	EAU's	O&M BUDGET		SERVICE ⁽⁴⁾	
Townhome 20'	118	115	1.00	118.00	18.97%	\$139,170.68	\$1,179.41	\$244.44	\$1,423.85
Single Family 55'	368	366	1.00	368.00	59.16%	\$434,023.83	\$1,179.41	\$672.20	\$1,851.61
Single Family 65'	136	136	1.00	136.00	21.86%	\$160,400.11	\$1,179.41	\$794.41	\$1,973.82
Total	622	617		622.00	100.00%	\$733,594.62			

LESS: Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

(\$51,351.62)

Net Revenue to be Collected:

\$682,243.00

⁽¹⁾ Reflects 5 (five) Series 2019 prepayments.

⁽²⁾ Reflects the number of total lots with Series 2019 debt outstanding.

⁽³⁾ This assessment table reflects an equal per unit O&M assessment approved by the Board of Supervisors.

⁽⁴⁾ Annual debt service assessment per lot adopted in connection with the Series 2019 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

⁽⁵⁾ Annual assessment that will appear on November 2023 Manatee County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$676,157.00
COLLECTION COSTS @	3%	\$21,811.52
EARLY PAYMENT DISCOUNT @	4%	\$29,082.02
TOTAL O&M ASSESSMENT		<u>\$727,050.54</u>

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>		<u>ALLOCATION OF O&M ASSESSMENT</u>			<u>PER LOT ANNUAL ASSESSMENT</u>			
	<u>O&M</u>	<u>DEBT SERVICE</u> ^{(1) (2)}	<u>EAU FACTOR</u>	<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&M BUDGET</u>	<u>O&M</u> ⁽³⁾	<u>DEBT SERVICE</u> ⁽⁴⁾	<u>TOTAL</u> ⁽⁵⁾
Townhome 20'	118	115	1.00	118.00	18.97%	\$137,929.20	\$1,168.89	\$244.44	\$1,413.33
Single Family 55'	368	366	1.00	368.00	59.16%	\$430,152.09	\$1,168.89	\$672.20	\$1,841.09
Single Family 65'	136	136	1.00	136.00	21.86%	\$158,969.25	\$1,168.89	\$794.41	\$1,963.30
Total	622	617		622.00	100.00%	\$727,050.54			

LESS: Manatee County Collection Costs (3%) and Early Payment Discounts (4%): **(\$50,893.54)**

Net Revenue to be Collected: **\$676,157.00**

(1) Reflects 5 (five) Series 2019 prepayments.

(2) Reflects the number of total lots with Series 2019 debt outstanding.

(3) This assessment table reflects an equal per unit O&M assessment approved by the Board of Supervisors.

(4) Annual debt service assessment per lot adopted in connection with the Series 2019 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

(5) Annual assessment that will appear on November 2023 Manatee County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

Tab 2

**AGREEMENT BETWEEN COPPERSTONE MASTER ASSOCIATION, INC.,
AND COPPERSTONE COMMUNITY DEVELOPMENT DISTRICT FOR SHARING
OF CERTAIN LANDSCAPING AND IRRIGATION MAINTENANCE COSTS**

This Agreement for Sharing of Certain Landscaping and Irrigation Maintenance Costs (the "Agreement") is made and entered into as of May 18, 2021, by and between the **Copperstone Master Association, Inc. ("HOA")**, and **Copperstone Community Development District ("CDD")**.

RECITALS

WHEREAS, the HOA owns certain property within the Copperstone development and is responsible for the maintenance and repair of those certain landscape areas and the associated irrigation systems, as well as other certain areas within the Copperstone development; and

WHEREAS, the CDD also owns certain property within the Copperstone development and is responsible for the maintenance and repair of those certain landscape areas and the associated irrigation systems; and

WHEREAS, the HOA and the CDD desire to retain the same independent contractor (the "Contractor") to provide landscape and irrigation maintenance services for those certain lands within the responsibility of the HOA and CDD to accomplish unification of oversight responsibilities and ensure uniform appearance of landscaping throughout the Copperstone development; and

WHEREAS, the HOA possesses experience arranging for and supervising landscape and irrigation maintenance services within the Copperstone development; and

WHEREAS, the CDD and HOA desire to enter into an agreement to set forth the parties' respective rights and responsibilities regarding oversight and management of the Contractor's services for the CDD and HOA's collective properties (the "Landscape Areas"), as well as cost sharing related to the landscape and irrigation maintenance services for the Landscape Areas; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the HOA and CDD (collectively, referred to as the "Parties"), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

Section 2. Landscape and Irrigation Maintenance Services Contract and Cost Sharing.

- A. The Parties acknowledge that it is in the best interest of the residents and property owners of the Copperstone development for the Landscape Areas to be kept in a condition reflecting the quality of the development. The HOA and CDD shall jointly enter into an agreement with a mutually acceptable Contractor to provide landscape and irrigation maintenance services for the Landscape Areas. The Landscape Areas are more particularly identified on the map attached hereto as Exhibit "A."
- B. The HOA shall coordinate with the Contractor regarding maintenance of the Landscape Areas regarding landscaping practices and procedures, and types of landscaping to be installed in the Landscape Areas. When necessary, the HOA shall consult qualified professionals relating to any unusual maintenance events related to the Landscape Areas. The CDD agrees to pay sixty percent (60%) of the cost of such consultation if this relates to both HOA and CDD property. If the consultation is only determined to be necessary or appropriate in regard to either HOA or CDD property, and not to both, then the entity for which the consultation is obtained will be responsible for the cost.
- C. Based on proper monthly invoices issued separately to the Parties by the Contractor, payment shall be made to the Contractor according to the following terms:
 - 1. The CDD shall pay for sixty percent (60%) of the general landscape and irrigation maintenance services for the Landscape Areas.
 - 2. The HOA shall pay for forty percent (40%) of the general landscape and irrigation maintenance services for the Landscape Areas.
 - 3. The CDD or HOA shall be individually and respectively responsible for any additional services performed by the Contractor that specifically only benefits a property for which the CDD or HOA is responsible for maintaining.
- D. No additional payment shall be made by the CDD to the HOA for any administrative fees or overhead costs related to this Agreement.

Section 3. Review of Proposals. Within seven (7) days after the HOA receives a proposal from the Contractor for landscape and/or irrigation maintenance services for lands within the Copperstone development, affecting both the CDD and HOA property or

only CDD property, including the Landscape Areas, the HOA shall provide a copy of the proposal to the CDD's District Manager. If the total amount for any such proposal exceeds sixteen thousand, five hundred and 00/100 dollars (\$16,500.00), the HOA shall obtain the CDD's approval before authorizing the Contractor to perform the work in said proposal. It is understood and agreed that this section only applies to new proposals for services and not to any tri-party agreement between the HOA, CDD and the Contractor for landscaping and irrigation services.

Section 4. Inspection of Records. Upon request, the Parties agree to make their respective books and records related to this Agreement available to each other for review at a reasonable time and place.

Section 5. Termination. The CDD and HOA shall each have the right to terminate this Agreement upon thirty (30) days written notice with or without cause. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Any termination of this Agreement will be without prejudice to the interests of the other party as to any existing agreements for landscaping services being provided jointly to the CDD and the HOA. Any such agreements must be terminated in accordance with their terms.

Section 6. Negotiation at Arm's Length. This Agreement has been fully negotiated between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be construed or interpreted against any Party.

Section 7. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties hereto.

Section 8. Authority to Contract. 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.

Section 9. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be mailed by certified mail, and also provided at the same time by email to the parties, as follows:

If to HOA:	Copperstone Master Association, Inc. Attn: HOA Property Manager 8145 115th Ave E Parrish, FL 34219 E-mail:
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If to CDD: Copperstone Community Development District
Attn: Matthew Huber, District Manager
9428 Camden Field Parkway
Riverview, FL 33578
E-mail: mhuber@rizzetta.com

With a copy to: Andrew H. Cohen, Esq.
Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
E-mail: acohen@swflgovlaw.com

Section 10. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue for any dispute hereunder to be in Manatee County, Florida.

Section 11. Term. This Agreement shall become effective as of the date of execution by the last signing Party and remain in effect unless otherwise terminated by either Party in accordance with this Agreement.

Section 12. Enforcement. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance, in addition to the recovery of attorney's fees by the prevailing party, incurred both prior to and in connection with any dispute resolution procedures. In the event of a dispute under this Agreement the Parties shall attempt to resolve this by negotiation, and if this is not successful then mediation shall be required, except in emergency circumstances, before either Party files an action in the appropriate Court in Manatee County. In the event of any dispute arising under the provisions of this Agreement that cannot be resolved through negotiations, upon the request of either party, each party shall suggest one mediator who is certified to mediate circuit court disputes in Manatee County, and if the parties cannot agree on a mediator, then the two mediators suggested by the parties shall select a neutral third mediator to conduct the mediation. The mediation shall be conducted in accordance with rules agreed upon by the parties, and to the extent not in conflict with such rules or if no rules are agreed upon, the Rules established under the Florida Statutes for court-ordered mediations, and the rules established by the mediator shall apply. If any mediation cannot be completed within 45 days from a demand for mediation, either party may declare an impasse and pursue remedies in Court. Emergency or temporary relief may be sought in Court at any time if needed.

Section 13. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. Any purported assignment without such approval shall be void.

Section 14. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any

statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 15. Binding Effect; No Third-Party Beneficiaries. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

Section 16. Entire Agreement. This Agreement constitutes the final and complete expression of the agreement between the Parties relating to the subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this Agreement and superseded by its delivery.

Section 17. Public and Official Records. CDD understands and agrees that all documents of any kind provided to the HOA in connection with this Agreement may be official records of the HOA under Chapter 720 of the Florida Statutes, and shall be treated as such in accordance with Florida law.

Pursuant to applicable Florida law, the HOA's records associated with this Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The HOA agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the CDD in order to perform the services under this Agreement by doing the following: upon the request of the CDD's Custodian of Public Records, providing the CDD with copies of or access to public records on the same terms and conditions that the CDD would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring 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 the term of this Agreement and following completion of the Agreement if the HOA does not transfer the records to the CDD; and upon completion of the Agreement by transferring, at no cost, to the CDD all public records in possession of the HOA or by keeping and maintaining all public records required by the CDD to perform the services. If the HOA transfers all public records to the CDD upon completion of the Agreement, the HOA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the HOA keeps and maintains public records upon completion of the

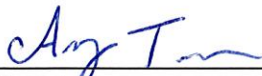
Agreement, the HOA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CDD, upon request from the CDD's Custodian of Public Records, in a format that is compatible with the information technology systems of the CDD.

IF THE HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CDD'S CUSTODIAN OF PUBLIC RECORDS, MATTHEW HUBER, AT RIZZETTA & COMPANY, 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FL 33578, 813-533-2950, OR MHUBER@RIZZETTA.COM.

Section 18. Hold Harmless. To the extent permissible under Florida law and without waiving its sovereign immunity, the CDD agrees to hold harmless and indemnify the HOA, as well as its officers, directors, agents, employees, and members from any claims or losses, including attorney's fees, arising out of or relating to the services provided by the HOA in connection with the administration of any agreements for landscaping services being provided to the CDD, unless such claims or losses are a result of intentional misconduct or gross negligence on the part of the HOA. The HOA agrees to hold harmless and indemnify the CDD, as well as its officers, directors, agents, employees, and members from any claims or losses, including attorney's fees, arising out of or relating to this Agreement, unless such claims or losses are a result of intentional misconduct or gross negligence on the part of the CDD.

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

Copperstone Master Association, Inc.



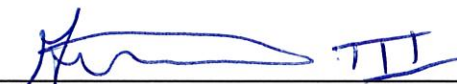
Signature

Name: Amy Tran

Title: President

Date: 5-18-21

Copperstone Community Development District



Signature

Name: Berara Litrenta

Title: VICE CHAIRMAN

Date: 5-18-21

EXHIBIT "A"
MAP OF LANDSCAPE AREAS

Copperstone

- ☆ Truck and Trailer / Equipo
- ★ Color / Focal Areas / área de Focal
- ↔ Small Mower / Pequeña Máquina
- ↔ Medium Size Mower / Medio Máquina
- ↔ Large Size Mower / Grande Máquina
- ↔ String Trimmer / Wiro Trimer
- ➔ Path of Motion / Camino de Movimiento
- Section 1 Outline / Sección Uno
- Section 2 Outline / Sección Dos
- Section 3 Outline / Sección Tres
- Section 4 Outline / Sección Cuatro



Copperstone

- ☆ Truck and Trailer / Equipo
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- Section 3 Outline / Sección Tres
- Section 4 Outline / Sección Cuatro





Proposal
PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
Copperstone Master Association (HOA-40%) 8145 115th Avenue E Parrish, FL 34219

PROPOSAL #	DATE
28781 (v. 0)	01/16/2023

DESCRIPTION	
At Well #4, replace the pump: (78th St. East & 113th Ave. East) 5 HP - Grundfos 230V 3 PH 208V-230V Submersible Motor, 5 HP - Grundfos 77S50-10 SS Submersible Pump 5 HP Smartflo 50, 2" - Galvanized TNC 84 10-3 DJ Wire 10-3 W/G - DJ Submersible Pump Wire W/ Ground (Per Ft) & 5 x 2 S.S. Well Seal Misc Fee Misc Fittings. Quote is for 'worst-case' scenario, any unnecessary items will be removed prior to invoicing. Not to exceed \$18,000.	\$17,794.57

George Terris II (HOA President) 04/12/23

*ON HOLD
Pending COD
approval*

Tab 3



CEPRA
LANDSCAPE

**Copperstone
Master and CDD
Contract
Renewal
Landscape and
Irrigation
Maintenance**

**We're not the Biggest Landscape Company;
we're the most dedicated.**



PO Box 865
Oakland, FL 34760
Office: 941.888.3227
cepralandscape.com

March 31, 2023

Copperstone Master and CDD Contract Renewal
6311 Atrium Dr. Unit 209,
Lakewood Ranch, Florida 34202

RE: Landscape Maintenance Proposal

Dear Lesly,

Thank you for this opportunity to present landscape services for Copperstone Master and CDD Contract Renewal. Cepra Landscape is a local, family owned business committed to providing our customers with the best value possible in the landscape industry.

Our company rests on three pillars: (1) Unparalleled customer service, (2) expertise of our employees, and (3) our beautiful landscapes. These three pillars serve as the foundation for ancillary brand benefits including attention to detail, educated decision making, personalized service, and a seamless customer experience. Our difference is solid.

We strive to constantly exceed expectations by providing outstanding results in both product and service. Our goal is to create lasting partnerships and work with customers who truly believe in what we do.

Please contact us should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "JN", is written over a white background.

Justin Norris

Services



LANDSCAPE MANAGEMENT

Cepra Landscape is built on its backbone of commercial grounds maintenance services. Most people don't realize that in order to achieve the best product possible you must be able to control all the variables of a landscape. Cepra completes all its services in-house to guarantee you get the best landscape management with no finger pointing. By controlling all aspects of your landscape we can guarantee you the best product while utilizing the full potential of your property.

IRRIGATION MANAGEMENT

Cepra Landscape evaluates the full picture when it comes to water management in your landscape. We don't just fix sprinklers, we manage your system as a whole. We believe irrigation management is a critical component to a successful landscape management program which is why we include it in all of our landscape management programs. By incorporating the irrigation system with consideration for design, maintenance, and technology, we can improve a landscape and its long term sustainability as well as reduce costs for our customers.

LANDSCAPE ENHANCEMENT

Cepra Landscape provides all the services and resources needed to update, renovate, or simply build and create your dream landscape. From in-house design services to installation of flowers, shrubs, and trees we do it all. We pride ourselves in designing sustainable landscapes that provide long term solutions to your property's needs. We build your landscape to fill your needs for many years to come. We know that the right plant in the right place can make all the difference in the presentation of your landscape.

HORTICULTURE SERVICES

Cepra Landscape includes horticulture service with all its landscape management customers to ensure they achieve the best results possible. Cepra works side by side with industry professionals to ensure that the horticulture program is designed to match your properties needs as well as complying with the local laws and regulations. Cepra uses a strong foundation of IPM to ensure that the best products are used with minimal cost to the environment. We feel so strongly in our program that we guarantee our results.

TREE CARE SERVICES

Cepra Landscape works side by side with its team of arborists to evaluate the trees on your property and provide the best recommendations to sustain the beauty and prolong the life of your trees. Proper tree care and maintenance can help you avoid the difficult and expensive hassle of tree replacement. Cepra tree care services can range from pruning, fertilization, site inventory, long term planning, and removals. Trees are the foundation of the landscape and Cepra is here to care for them.

MISC. SERVICES

At Cepra Landscape we consider ourselves a full service landscape provider. In addition to our landscape management services, we provide all the services needed to assist our customers in beautifying their site. These additional services range from Landscape Lighting, Pressure Washing, Hardscapes, Holiday Decorations, Handy Man Services, and many other outdoor services.

		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
St. Augustine	Mowing	1	2	2	5	4	4	5	4	5	4	2	2	40
	Hardscape Edging	1	2	2	5	4	4	5	4	5	4	2	2	40
	Landscape Bed Edging	1	1	1	2	2	2	3	2	3	2	1	1	21
Zoysia	Mowing	1	1	2	3	4	4	5	4	5	3	2	2	36
	Hardscape Edging	1	1	2	3	4	4	5	4	5	3	2	2	36
	Landscape Bed Edging	1	1	1	2	2	2	2	2	2	1	1	1	18
Bahia - High Maintenance	Mowing	1	1	2	3	4	4	5	4	5	3	2	2	36
	Hardscape Edging	1	1	1	3	4	4	5	4	5	2	1	1	32
	Landscape Bed Edging	0	1	1	1	2	2	2	2	2	1	1	1	16
Bahia - Low Maintenance	Mowing Bahia Low visibility	0	1	1	1	4	4	5	4	5	1	1	1	28
	Hardscape Edging	0	1	1	1	4	4	5	4	5	1	1	1	28
	Landscape Bed Edging	1	0	1	1	1	2	2	2	2	1	1	0	14
Shrub Care	Pruning		1		1	1	1	1	1	1	1		1	9
	Bed Weed Control	1	1	2	2	2	2	2	2	2	2	1	1	20
	Cutbacks		1											1
Tree Care	Ornamental Pruning		x	x		x	x		x	x		x	x	4
	Shade Tree Elevations	x	x	x										1
	Palm Pruning						x	x	x	x	x			1
	Specimen Palm Pruning	x	x		x	x		x	x		x	x		1
Flower Care	Installation	x		x	x		x	x		x	x		x	4
	Maintenance	4	4	4	5	4	4	5	4	5	4	4	5	52
Site Services	Property Inspection	4	4	4	5	4	4	5	4	5	4	4	5	52
	Irrigation Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12

The Services and frequencies listed above are approximate and can change in quantity and timing based on actual climate conditions

Shrubs & Trees

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Fert.	Fertilizer Blend with Minors	3		■	■			■	■	■	■	■		
Liquid Fert	Focal Plants with Insect/Fungicide	2			■			■	■	■				
Pest Control	Preventative Treatment	1			■	■	■	■	■	■	■	■	■	■
Pest Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■
Disease Control	Fungicide with Minors	As Needed	■	■	■	■	■	■	■	■	■	■	■	■

Palms

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Fert.	Fertilizer Blend with Minors	3		■			■	■	■	■	■	■		
Liquid Fert	Canopy - Minors with Fung./Insect.	2					■	■	■	■	■	■		
Pest Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■
Disease Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■

Flowers

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Fert.	3 Month Blend with Minors	4	■			■			■			■		
Liquid Fert	Minors with Fungicide/Herbicide	8	■	■		■	■		■	■		■	■	
Pest Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■
Disease Control	IPM Treatments	As Needed	■	■	■	■	■	■	■	■	■	■	■	■

County Mandated Black-Out Dates shown in black

**** All Services above are based on final product Guarantee and any additional applications will be completed at no additional Cost****

St. Augustine Grass

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Turf Fert.	3 Month Blend with Pre-Emergent	2		■	■			■	■	■	■	■		
Granular Turf Fert.	4 Month Blend	1				■	■	■	■	■	■	■		
Liquid Turf Fert.	Minor Nutrients with Insect Control	1	■	■	■	■	■	■	■	■	■	■	■	■
Winter Weeds	Herbicide	1	■	■									■	■
Summer Weeds	Herbicide	1				■	■	■	■	■	■			
Disease Control	Fungicide	As Needed	■	■	■	■	■	■	■	■	■	■	■	■

Zoysia Grass

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Turf Fert.	3 Month Blend with Pre-Emergent	2		■	■			■	■	■	■	■		
Granular Turf Fert.	4 Month Blend	1				■	■	■	■	■	■			
Liquid Turf Fert.	Minor Nutrients with Insect Control	As Needed	■	■	■	■	■	■	■	■	■	■	■	■
Winter Weeds	Herbicide	1	■	■									■	■
Summer Weeds	Herbicide	1				■	■	■	■	■	■			
Disease Control	Fungicide	As Needed	■	■	■	■	■	■	■	■	■	■	■	■

Bahia Grass - Focal Areas Only

Hort. Service	Product	Freq.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Granular Turf Fert.	4 Month Blend with Insecticide	2			■	■		■	■	■	■	■		
Winter Weeds	Herbicide	1	■	■									■	■
Summer Weeds	Herbicide	1				■	■	■	■	■	■			
Disease Control	Fungicide	As Needed	■	■	■	■	■	■	■	■	■	■	■	■

County Mandated Black-Out Dates shown in black

**** All Services above are based on final product Guarantee and any additional applications will be completed at no additional Cost****

LANDSCAPE MAINTENANCE SPECIFICATIONS

1. Scope of Work

A. Landscape Maintenance

Mowing:

Lawns shall be mowed weekly during the active growing season and as needed during the non-growing season. Site conditions such as dry or saturated turf will dictate the mowing operations. Turf will be cut with rotary mowers in order to maintain a uniform height.

Contractor shall leave clippings in the lawn as long as no visible clumps remain.

Trimming/Edging:

All fixed objects shall be trimmed or edged in order to maintain a neat appearance. Turf shall be string trimmed to match the height as determined by the mowers. Turf adjacent to all bodies of water shall be mowed or string trimmed to the water's edge during each mowing operation.

Blowing:

As part of each maintenance cycle, all debris generated from our work, shall be removed from sidewalks, roadways, paved areas, monuments, and markers on days of service.

Weed Control:

Contractor shall keep beds reasonably free of broadleaf or grassy weeds using a legally approved herbicides both pre-emergent and post-emergent.

Groundcovers:

Groundcover shall be edged in order to keep it within the bounds of its intended area.

Pruning:

Shrubs shall be pruned only as necessary to create a natural appearance, to maintain the desired shape, and to remove damage or diseased wood. Within the weekly detail service, debris, such as plant shedding, will be removed from beds. Encroaching preserve will be kept back at a maintainable growth to the property line up to 15' height. Once a year in the winter months, a major push back to property line will be completed, within reason.

Tree Pruning:

Pruning of trees up to a height of 15 feet is included in these specifications. The lower branches on trees over 15 feet shall only be raised to provide clearance for pedestrians, vehicles, buildings, shrubs, or to improve visibility. This pruning does not cover any type of interior pruning on the canopies such as thinning, deadwood, or crown reduction.

Debris and Storm Cleanup:

Excess debris in the landscape area shall be removed on the days of service. All debris, generated from our work, shall be removed from sidewalks, roadways and paved areas on the days of service. Contractor is not responsible for removal of excessive storm debris or fallen tree litter greater than 4" in diameter.

B. Horticulture Management

Fertilization:

Turf and ornamentals shall be fertilized with approved commercial grade fertilizer. The number of applications will be based on plant types and requirements.

Turf Weed Control:

Broadleaf and sedge type weeds shall be covered under these specifications. Turf areas shall be treated as warranted with approved pre and post emergent weed control products following all State and Federal regulations.

Insect Control

Contractor shall provide control for insects damaging turf and ornamentals by using approved products following all State and Federal regulations.

Disease Control

These specifications do not include preventative measures for fungus and disease. The contractor shall provide treatments to stop or slow the progression of diseases when necessary. Proper turf management including fertilization, mowing height and irrigation management are the most critical factors to controlling diseases.

C. Irrigation Management

Scheduling:

Contractor shall schedule the irrigation to operate at night when possible and shall be monitored and adjusted according to seasonal requirements and site conditions. Watering schedule shall adhere to local watering restrictions where applicable.

Irrigation Inspection:

Contractor shall perform the following services as part of the monthly irrigation inspection.

- Activate each irrigation zone of the system.
- Visually check for any damages or necessary repairs.
- Straighten or adjust irrigation heads as necessary.
- Adjust the irrigation controller for specific watering requirements according to the season and site conditions.
- Provide a written report of the findings.

Damage to the system:

Contractor shall repair, at no cost any damage caused by maintenance operations. Contractor shall not be held liable for damage due to faulty equipment lightening, construction work, vandalism, pre-existing conditions, freezes, or acts of God.



Base Maintenance Services

Description	Price	Qty	Subtotal
Landscape Management - May-December 2023 <i>Includes Horticulture Services</i>	\$14,983	8	\$119,864
Irrigation Management - May-December 2023	\$1,592	8	\$12,736
Total for May - December 2023	\$16,575	8	\$132,600
Landscape Management - Year 2024 <i>Includes Horticulture Services</i>	\$16,032	12	\$192,384
Irrigation Management - Year 2024	\$1,670	12	\$20,040
Irrigation Pump Inspection - Year 2024 <i>Completed Quarterly</i>	\$570	12	\$6,840
Annual Flowers - Year 2024 <i>500 Annuals Completed 4x/Year</i>	\$391	12	\$4,692
Palm Pruning - Year 2024 <i>58 Palms Completed 2x/Year</i>	\$444	12	\$5,328
Total for Year 2024	\$19,107	12	\$229,284
Landscape Management - Year 2025 <i>Includes Horticulture Services</i>	\$16,513	12	\$198,156
Irrigation Management - Year 2025	\$1,720	12	\$20,640
Irrigation Pump Inspection - Year 2025 <i>Completed Quarterly</i>	\$587	12	\$7,044
Annual Flowers - Year 2025 <i>500 Annuals Completed 4x/Year</i>	\$403	12	\$4,836
Palm Pruning - Year 2025 <i>58 Palms Completed 2x/Year</i>	\$457	12	\$5,484
Total for Year 2025	\$19,680	12	\$236,160
Landscape Management - Year 2026 <i>Includes Horticulture Services</i>	\$17,008	12	\$204,096
Irrigation Management - Year 2026	\$1,772	12	\$21,264
Irrigation Pump Inspection - Year 2026 <i>Completed Quarterly</i>	\$605	12	\$7,260
Annual Flowers - Year 2026 <i>500 Annuals Completed 4x/Year</i>	\$415	12	\$4,980
Palm Pruning - Year 2026 <i>58 Palms Completed 2x/Year</i>	\$471	12	\$5,652
Total for Year 2026	\$20,271	12	\$243,252
Total			\$841,296



Additional Services Included in Contract

Description	Price	Qty	Subtotal
Misc. Services <i>None Included.</i>	\$0	0	\$0
Total			\$0
Total Commitment			
Total Contract Cost			\$841,296



LANDSCAPE SERVICES AGREEMENT

This Landscape Services Agreement ("Agreement") is entered into by and between Cepra Landscape LLC ("Contractor") and Castle Group ("Owner") on Not yet accepted. In exchange for the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, Owner and Contractor agree as follows:

- 1. Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Exhibit A. If work activity is not set forth in Exhibit A, it is not included in the basic scope of work.
- 2. Compensation.** In exchange for Contractor performing the scope of work described in Exhibit A, Owner shall pay Contractor in accordance with the pricing terms set forth in attached Exhibit B. Contractor shall issue invoices monthly for amounts due in accordance with the pricing terms set forth in Exhibit B. Amounts invoiced are due upon receipt and shall be considered past due after 30 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Exhibit A shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property. The approved and agreed amount of monthly compensation is **\$132,600.00 during May 1, 2023 until December 31, 2023, then \$229,284.00 from January 1, 2024 until December 31, 2024, then \$236,160.00 from January 1, 2025 until December 31, 2025, then \$243,252.00 from January 1, 2026 until December 31, 2026** based on the pricing provided in Exhibit B.
- 3. Term.** This Agreement shall be in effect for a period of 44 months beginning on May 1, 2023. The Agreement will automatically renew to month to month status upon the expiry of the initial term unless otherwise agreed in writing by Owner and Contractor.
- 4. Standard of Care.** Contractor shall perform its scope of work in accordance with the written terms and specifications set forth in this Agreement and attached exhibits. All material shall conform to bid specifications unless expressly noted otherwise.
- 5. Changes.** Owner may add to the scope of work set forth in Exhibit A. If Owner desires to add to the scope of work, Owner shall provide Contractor with written notification of the proposed additional scope of work and request pricing from Contractor. Contractor will perform additional work upon receipt of written approval from Owner in the form of a duly completed Change Order executed by Owner and setting forth the additional scope of work and agreed pricing for the extra work. In the event that changes in laws or regulations affect the manner or cost of Contractor performing the work, Contractor shall provide written notification of such change and its effect on Contractor to Owner and the parties agree to engage in good faith renegotiation of the terms of the Agreement to address the change.
- 6. Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
- 7. Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.



8. **Pest Control and Products.** All materials and chemicals used shall be approved for use by the Environmental Protection Agency. Contractor shall not be liable for failing to control any pest or its related property damage that cannot be controlled by legal and reasonable use of an approved pesticide product. If for any reason a dispute arises with regard to potential pest problems or available solutions to a pest problem, the Contractor will provide a qualified third party pest control specialist to discuss potential solutions and treatment options.
9. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement. Any such subcontractor shall be required to carry General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage in amounts required by law.
10. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
11. **Notice of Defects.** Owner shall give Contractor at least 10 working days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. If Owner believes there is evidence of defective work by Contractor, Owner shall not be entitled to offset or deduct amounts otherwise due to Contractor because of such defective work unless Owner has first given the above required written notice to Contractor. Failure by Owner to deliver the 10 working day written notice shall be deemed a waiver and release of any claim by Owner relating to such asserted defective work by Contractor. In no event shall Contractor be liable to Owner for any amounts incurred or paid by Owner to correct defective work performed by Contractor unless Owner has first provided Contractor with the 10 working day notice and opportunity to cure.
12. **Termination-** This Agreement may be terminated by either party for any reason, with or without cause, provided that the terminating party provide to the other party 30 days advance written notice along with the reason for such termination. If there were any additional services in this Agreement that were rendered and not fully paid for or paid for and not fully completed, the Contractor will adjust the final invoice to ensure that each party is compensated or treated fairly with regard to services performed or not performed. These services relate to items in the service agreement that are amortized out over 12 months for the customer and not everyday maintenance services.
13. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Orange County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
14. **Notices.** All required notices hereunder shall be sent via certified mail return receipt requested to Owner or Contractor as indicated below unless later changed in writing:

IF TO OWNER: Castle Group, Attn: Lesly Candelier, 6311 Atrium Dr. Unit 209, Unit 209, Lakewood Ranch, Florida 34202.

IF TO CONTRACTOR: Cepra Landscape LLC, Attn: Justin Norris, P.O. Box 865, Oakland, Florida 34760.

15. **Complete Agreement.** This Agreement and attached Exhibits represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.



- 16. **Owner Maintenance.** Owner is obligated to maintain current all irrigation for the areas serviced by Contractor. In no event shall Contractor be liable to Owner for any loss of grass, flowers, trees, bushes or other plantings due to Owner's failure to provide proper amounts of water or due to vandalism or other third party destruction of the grass, flowers, trees, bushes or other plantings.
- 17. **Acts of God** - this Agreement does not cover any Acts of God that may affect the services or landscaping materials provided under this Agreement. Contractor is not responsible for damage or destruction to landscaping or for replacement of damaged landscaping due to Acts of God (e.g., flooding, tornado, tropical storms, hurricanes, lightning etc...).
- 18. **Extra Work** - Owner agrees that any additional work or additional services added by Change Order or separate agreement, whether verbal or written, will be subject to the terms and conditions of this Agreement.

OWNER: Castle Group

CONTRACTOR: **Cepra Landscape LLC**

By:  SIGNATURE
Signee 1

By:  SIGNATURE
Justin Norris

Print name:

Its:

Print name: Justin Norris

Its: Branch Manager

Discover **CEPRA** and See the difference.

Tab 3A

CUSTOMER BUDGET WORKSHEET

Option 3:

May 2023-April 31st, 2025

Notes: May 23'- end of year, price to remain. Increase will start with a 10% Jan 2024-April 31, 2025. Increased services to start Jan 1, 2024

YEAR 2023					MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Monthly Maintenance					\$14,983	\$14,983	\$14,983	\$14,983	\$14,983	\$14,983	\$14,983	\$14,983	\$ 119,864
Irrigation Inspection					\$1,592	\$1,592	\$1,592	\$1,592	\$1,592	\$1,592	\$1,592	\$1,592	\$ 12,736
Monthly Maintenance	\$0	\$0	\$0	\$0	\$16,575	\$16,575	\$16,575	\$16,575	\$16,575	\$16,575	\$16,575	\$16,575	\$ 132,600

YEAR 2024	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Monthly Maintenance	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$ 197,772
Irrigation Inspection	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$ 21,012
Irrigation Pump Inspection QTR	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$ 6,840
Annual Flowers (500)	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$ 4,692
Mulch (425 Yards)	\$2,479	\$2,479	\$2,479	\$2,479	\$2,479	\$2,479	\$2,479	\$2,479	\$2,479	\$2,479	\$2,479	\$2,479	\$ 29,748
Palm Pruning (58) x2/yr	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$ 5,328
Monthly Maintenance	\$22,116	\$22,116	\$22,116	\$22,116	\$22,116	\$22,116	\$22,116	\$22,116	\$22,116	\$22,116	\$22,116	\$22,116	\$ 265,392

YEAR 2025	JAN	FEB	MARCH	APRIL									TOTAL
Monthly Maintenance	\$16,481	\$16,481	\$16,481	\$16,481									\$ 65,924
Irrigation Inspection	\$1,751	\$1,751	\$1,751	\$1,751									\$ 7,004
Irrigation Pump Inspection QTR	\$570	\$570	\$570	\$570									\$ 2,280
Annual Flowers (500)	\$391	\$391	\$391	\$391									\$ 1,564
Mulch (425 Yards)	\$2,479	\$2,479	\$2,479	\$2,479									\$ 9,916
Palm Pruning (58) x2/yr	\$444	\$444	\$444	\$444									\$ 1,776
Monthly Maintenance	\$22,116	\$22,116	\$22,116	\$22,116									\$ 88,464

Tab 3B

CUSTOMER BUDGET WORKSHEET

Option 3:

May 2023-April 31st, 2025

Notes: May 23'- end of year, price to remain. Increase will start with a 10% Jan 2024-April 31, 2025. Increased services to start Jan 1, 2024

YEAR 2023					MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Monthly Maintenance					\$14,983	\$14,983	\$14,983	\$14,983	\$14,983	\$14,983	\$14,983	\$14,983	\$ 119,864
Irrigation Inspection					\$1,592	\$1,592	\$1,592	\$1,592	\$1,592	\$1,592	\$1,592	\$1,592	\$ 12,736
Monthly Maintenance	\$0	\$0	\$0	\$0	\$16,575	\$16,575	\$16,575	\$16,575	\$16,575	\$16,575	\$16,575	\$16,575	\$ 132,600

YEAR 2024	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Monthly Maintenance	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$16,481	\$ 197,772
Irrigation Inspection	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$1,751	\$ 21,012
Irrigation Pump Inspection QTR	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$570	\$ 6,840
Annual Flowers (500)	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$391	\$ 4,692
Palm Pruning (58) x2/yr	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$444	\$ 5,328
Monthly Maintenance	\$19,637	\$19,637	\$19,637	\$19,637	\$19,637	\$19,637	\$19,637	\$19,637	\$19,637	\$19,637	\$19,637	\$19,637	\$ 235,644

YEAR 2025	JAN	FEB	MARCH	APRIL									TOTAL
Monthly Maintenance	\$16,481	\$16,481	\$16,481	\$16,481									\$ 65,924
Irrigation Inspection	\$1,751	\$1,751	\$1,751	\$1,751									\$ 7,004
Irrigation Pump Inspection QTR	\$570	\$570	\$570	\$570									\$ 2,280
Annual Flowers (500)	\$391	\$391	\$391	\$391									\$ 1,564
Palm Pruning (58) x2/yr	\$444	\$444	\$444	\$444									\$ 1,776
Monthly Maintenance	\$19,637	\$19,637	\$19,637	\$19,637									\$ 78,548