

**STONEYBROOK WEST  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MEETING  
NOVEMBER 18, 2020**

## Stoneybrook West Community Development District

### Board of Supervisors

Tom White, Chairman  
George Morgan, Vice Chairman  
Thomas Alexander, Secretary  
Haile Andarge, Secretary  
Jennifer Odom, Assistant Secretary

Kristen Suit, District Manager  
Scott D. Clark, District Counsel  
Mark Vincutonis, District Engineer  
Ariel Medina, Field Supervisor  
Freddy Blanco, Asst., Field Service Manager

November 11, 2020

Board of Supervisors  
Stoneybrook West Community  
Development District

Dear Board Members:

A meeting of the Board of Supervisors of the Stoneybrook West Community Development District will be held on **Wednesday, November 18, 2020 at 6:30 p.m. at the Town Center, 1201 Black Lake Boulevard, Winter Garden, Florida.** Following is the advance agenda for this meeting:

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval/Additions to Agenda**
- 4. Public Comment Period**
- 5. Organizational Matters**
  - A. Oath of Office for Newly Elected Supervisors Via General Election (Seat 4 and Seat 5)
  - B. Resolution 2021-2 Designating Officers
- 6. Approval of the Minutes of the July 29, 2020 Meeting**
- 7. District Manager's Report**
  - A. Financial Statements and Check Register
  - B. Resolution 2021-1 Budget Amendment
  - C. Motion to Assign Fund Balance
  - D. FY 2020 Audit Engagement Letter
  - E. Ratification of Chair Authorized Expenses Between Meetings
    - i. Sitex Proposal – Fountain Removal & Install \$1,330.00
    - ii. O&M Services Proposal – New Control Panel & Capacitor Box \$2,150.00
    - iii. O&M Services Proposal – Electric Start Up Service for Pump \$550.00
- 8. Staff Reports**
  - A. Attorney
    - i. Memo with Attachments Regarding Legends Golf Status
    - ii. Letter to Legends Golf Regarding Fishing Rules
  - B. District Engineer
  - C. Field Manager's Report
- 9. Other Business**
- 10. Supervisor Comments**
- 11. Adjournment**

I look forward to seeing you at the meeting. Please call me if you have any questions.

Sincerely,

*Kristen Suit*

Kristen Suit, District Manager

## **Fifth Order of Business**

**5B.**

## RESOLUTION 2021-2

### A RESOLUTION DESIGNATING OFFICERS OF THE STONEBROOK WEST COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Stoneybrook West Community Development District at a regular business meeting held on November 18, 2020 desires to appoint the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE STONEYBROOK WEST  
COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons were appointed to the offices shown, to wit:

	Chairman
	Vice Chairman
	Secretary
	Secretary
Kristen Suit	Secretary
Alan Baldwin	Treasurer
Stephen Bloom	Assistant Treasurer
	Assistant Secretary
	Assistant Secretary
	Assistant Secretary

PASSED AND ADOPTED THIS, 18th DAY OF NOVEMBER 2020.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

## **Sixth Order of Business**

**MINUTES OF MEETING  
STONEBROOK WEST  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Stoneybrook West Community Development District was held on Wednesday, July 29, 2020 at 6:30 p.m. via communications media technology

Present were:

Tom White	Chairman
George Morgan	Vice Chairman
Haile Andarge	Secretary
Tom Alexander	Secretary
Jennifer Odom	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Scott Clark	District Attorney
Mark Vincutonis	District Engineer
Alan Baldwin	Accounting Manager
Ariel Medina	Field Supervisor
Joe Craig/Brian Fackler	Sitex Aquatics
Martin Winger	Southern Mosquito
Residents	

*The following is a summary of the minutes and actions taken at the July 29, 2020 Stoneybrook West Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Call to Order**

**SECOND ORDER OF BUSINESS**

**Roll Call**

Mr. White called the meeting to order and called the roll. A quorum was established.

**THIRD ORDER OF BUSINESS**

**Approval/Additions to Agenda**

- No additional items requested.

**FOURTH ORDER OF BUSINESS**

**Public Comment Period**

- Residents commented on midge issue adjacent to the southern pond green; mowing of area around corner of Avalon; and drainage on 17<sup>th</sup> hole.

## FIFTH ORDER OF BUSINESS

### Organizational Matters

#### A. Appointment to Fill Vacant Seat

- Resumes from two applicants, Jennifer Odom and George Ashoff were reviewed.

Mr. White MOVED to nominate Jennifer Odom to fill vacant Seat 2, term expiring November 2021 and Mr. Alexander seconded the motion.

On VOICE vote with Mr. White, Mr. Alexander and Mr. Andarge in favor the prior motion was approved. 3-0

- Mr. Morgan could not be heard therefore the vote was 3-0.
- Oath of Office will be administered in person and notarized at a later date.
- Ms. Odom can participate in the meeting but no voting on items can take place until the Oath of Office is administered.

#### B. Resolution 2020-6 Designating Officers

On MOTION by Mr. White seconded by Mr. Alexander with all in favor Resolution 2020-6 appointing Tom White Chairman; George Morgan Vice Chairman; Haile Andarge, Thomas Alexander and Kristen Suit Secretaries; Stephen Bloom Treasurer; Alan Baldwin Assistant Treasurer; and Jennifer Odom Assistant Secretary was adopted. 3-0

## SIXTH ORDER OF BUSINESS

### Approval of the Minutes of the May 27, 2020 Meeting

Ms. Suit stated each Board member received a copy of the minutes of the May 27, 2020 meeting and requested any additions, corrections or deletions.

- Mr. Andarge requested that under the Fourth Order of Business on page 20 the following comment be included as a bullet point:
  - *Mr. Andarge is in favor of Mr. Armstrong being a liaison between the HOA and the CDD.*

On MOTION by Mr. Alexander seconded by Mr. White with all in favor the Minutes of the May 26, 2020 meeting were approved as amended. 3-0



## SEVENTH ORDER OF BUSINESS

### Consideration of Proposals for Long Term Ecofriendly Options to Combat Midge & Mosquitos

#### A. Midge & Mosquito Summary and Options

- The Midge & Mosquito Summary and Options were reviewed and discussed.

#### B. Sitex Proposals for Options 1 and 2

- Proposals for Aerator/Diffusers and Aquatic Plants – Pond 4
- Proposal for Aerator/Diffusers and Aquatic Plants – Pond 7
- Proposal for Aerator/Diffusers and Aquatic Plants – Pond 9
- Proposal for ULV Fogging for Midge all 23 Ponds

#### C. Southern Mosquito Proposals for Option 3

- Midge & Mosquito Weekly Treatments March – October & Bi-Weekly Treatments November – February
- Pond Larviciding, Adulticiding & Fogging Detailed Distribution

*The record will reflect Supervisor Morgan joined the meeting in progress.*

- Discussion ensued with regard to Sitex Proposals for Options 1 and 2 with Ms. Odom providing an overview and timeframe of the options.
- Funding of the project was addressed.
- Mr. Craig commented on the aerator system.
- Questions and comments were addressed.

On MOTION by Mr. Alexander seconded by Mr. Andarge with all in favor Option 1 Sitex Proposals (Pond #4, 7 & 9 and Weekly Fogging) in the total amount \$69, 283 was approved. 4-0

- District Counsel to draft agreement to begin October 1, 2020.

## EIGHTH ORDER OF BUSINESS

### Public Hearing to Adopt Fiscal Year 2021 Budget

#### A. Fiscal Year 2021 Budget

On MOTION by Mr. Alexander seconded by Mr. Morgan with all in favor the public hearing to adopt fiscal year 2021 budget was opened. 4-0

- Mr. Baldwin commented on the reserves and the need to maintain District assets per Bond requirements.
- Public comments and questions were addressed.

On MOTION by Mr. Alexander seconded by Mr. White with all in favor the public hearing to adopt fiscal year 2021 budget was closed. 4-0

**B. Resolution 2020-4 Adopting the Budget**

- Reallocation budget line item amounts:
  - Total pest control \$63,648
  - Total Misc. contingency \$3,817
  - Total Capital Outlay \$30,595

On MOTION by Mr. White seconded by Mr. Alexander with all in favor Resolution 2020-4 relating to the annual appropriations and adopting the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 as discussed and amended was adopted. 4-0

**C. Resolution 2020-5 Levying the Assessments**

On MOTION by Mr. White seconded by Mr. Morgan with all in favor Resolution 2020-5 imposing special assessment and certifying an assessment roll; providing a severability clause; and providing an effective date was adopted. 4-0

**NINTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Financial Statements and Check Register**

- The financial statements and check register through June 30, 2020 were reviewed.

On MOTION by Mr. Alexander seconded by Mr. Morgan with all in favor the June 30, 2020 Financial Statements and Check Register were accepted. 4-0

**B. Fiscal Year 2021 Meeting Schedule**

- The Fiscal Year 2021 Meeting Schedule was reviewed.

On MOTION by Mr. Andarge seconded by Mr. Alexander with all in favor the Fiscal Year 2021 meeting schedule was approved as presented. 4-0

**C. Discussion and Consideration Memorandum Regarding Amendment to Website Requirements**

- Amendments to the website requirements contained in Section 189.069(2)(a), Florida Statutes, effective July 1, 2020 were discussed.
- Meeting materials accompanying meeting or workshop agendas are no longer required to be posted. The agenda itself is still required to be posted.
- The Board was in agreement to continue with posting full agenda packages on the District website.

**D. Ratification of Chair Authorized Expenses Between Meetings**

- None

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

- Mr. Clark commented on RFPs for district management services and inquired on how the Board would like to proceed.
- The Board was in agreement to place this item on hold until conducting live meetings are in place.

**B. District Engineer**

- Mr. Vincutonis reported that items from the Annual Engineer Report for last year have been completed.

**C. Field Management Report**

- The July 2020 Field Management Report was included in the agenda package.
  - i. Proposal from Brightview to Remove Dead Tree**
  - Proposal to remove dead tree was discussed.

On MOTION by Mr. Morgan seconded by Mr. White with all in favor the Brightview proposal to remove dead tree in the amount of \$643.17 was approved. 4-0

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

- None.

**TWELFTH ORDER OF BUSINESS**

**Supervisor Comments**

- None.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. White seconded by Mr. Andarge with all in favor the meeting was adjourned. 4-0
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Kristen Suit  
Secretary

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Tom White  
Chairman

## **Seventh Order of Business**

**7A.**

STONEBROOK WEST  
Community Development District

***Financial Report***  
***September 30, 2020***

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**STONEYBROOK WEST  
Community Development District**

**Financial Statements**

**(Unaudited)**

**September 30, 2020**

**Balance Sheet**  
September 30, 2020

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>SERIES 2018 A-1 &amp; A-2 FUND</b>	<b>TOTAL</b>
<b><u>ASSETS</u></b>			
Cash - Checking Account	\$ 109,344	\$ -	\$ 109,344
Assessments Receivable	3,944	-	3,944
Due From Other Funds	-	8,860	8,860
Investments:			
Money Market Account	74,465	-	74,465
Reserve Fund (A-1)	-	12,957	12,957
Reserve Fund (A-2)	-	97,919	97,919
Revenue Fund (A-1)	-	14,489	14,489
Revenue Fund (A-2)	-	87,859	87,859
Deposits	685	-	685
<b>TOTAL ASSETS</b>	<b>\$ 188,438</b>	<b>\$ 222,084</b>	<b>\$ 410,522</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 12,080	\$ -	\$ 12,080
Deferred Revenue	3,944	-	3,944
Due To Other Funds	8,860	-	8,860
<b>TOTAL LIABILITIES</b>	<b>24,884</b>	<b>-</b>	<b>24,884</b>
<b><u>FUND BALANCES</u></b>			
<b>Nonspendable:</b>			
Deposits	685	-	685
<b>Restricted for:</b>			
Debt Service	-	222,084	222,084
<b>Assigned to:</b>			
Operating Reserves	63,219	-	63,219
<b>Unassigned:</b>	99,650	-	99,650
<b>TOTAL FUND BALANCES</b>	<b>\$ 163,554</b>	<b>\$ 222,084</b>	<b>\$ 385,638</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 188,438</b>	<b>\$ 222,084</b>	<b>\$ 410,522</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 1,500	\$ 1,500	\$ 1,477	\$ (23)
Interest - Tax Collector	-	-	1,471	1,471
Special Assmnts- Tax Collector	250,808	250,808	248,014	(2,794)
Special Assmnts- Delinquent	-	-	3	3
Special Assmnts- Discounts	(10,032)	(10,032)	(9,326)	706
Other Miscellaneous Revenues	-	-	81	81
<b>TOTAL REVENUES</b>	<b>242,276</b>	<b>242,276</b>	<b>241,720</b>	<b>(556)</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	4,000	4,000	3,200	800
FICA Taxes	306	306	245	61
ProfServ-Arbitrage Rebate	600	600	600	-
ProfServ-Dissemination Agent	2,000	2,000	-	2,000
ProfServ-Engineering	5,000	5,000	9,338	(4,338)
ProfServ-Legal Services	10,000	10,000	26,455	(16,455)
ProfServ-Mgmt Consulting Serv	42,274	42,274	42,274	-
ProfServ-Property Appraiser	3,747	3,747	3,746	1
ProfServ-Special Assessment	5,150	5,150	5,150	-
ProfServ-Trustee Fees	7,000	7,000	6,734	266
Auditing Services	5,500	5,500	5,500	-
Contract-Website Hosting	8,000	8,000	2,977	5,023
Postage and Freight	800	800	1,900	(1,100)
Insurance - General Liability	7,700	7,700	7,000	700
Printing and Binding	1,000	1,000	261	739
Legal Advertising	1,000	1,000	3,069	(2,069)
Miscellaneous Services	600	600	487	113
Misc-Assessmnt Collection Cost	3,762	3,762	894	2,868
Office Supplies	400	400	33	367
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>109,014</b>	<b>109,014</b>	<b>120,038</b>	<b>(11,024)</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Field</u></b>				
ProfServ-Field Management	10,927	10,927	11,647	(720)
Contracts-Lake and Wetland	38,466	38,466	35,779	2,687
Contracts-Fountain	7,836	7,836	4,059	3,777
Contracts-Landscape	36,565	36,565	36,420	145
Contracts-Pest Control	28,067	28,067	37,300	(9,233)
Electricity - General	18,000	18,000	16,522	1,478
R&M-Fountain	2,000	2,000	6,933	(4,933)
Misc-Contingency	2,000	2,000	47,503	(45,503)
<b>Total Field</b>	<b>143,861</b>	<b>143,861</b>	<b>196,163</b>	<b>(52,302)</b>
<b>TOTAL EXPENDITURES</b>	<b>252,875</b>	<b>252,875</b>	<b>316,201</b>	<b>(63,326)</b>
Excess (deficiency) of revenues Over (under) expenditures	(10,599)	(10,599)	(74,481)	(63,882)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(10,599)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(10,599)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (10,599)	\$ (10,599)	\$ (74,481)	\$ (63,882)
<b>FUND BALANCE, BEGINNING (OCT 1, 2019)</b>	<b>238,035</b>	<b>238,035</b>	<b>238,035</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 227,436</b>	<b>\$ 227,436</b>	<b>\$ 163,554</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 903	\$ 903
Special Assmnts- Tax Collector	529,456	529,456	528,305	(1,151)
Special Assmnts- Delinquent	-	-	198	198
Special Assmnts- Discounts	(21,178)	(21,178)	(19,588)	1,590
<b>TOTAL REVENUES</b>	<b>508,278</b>	<b>508,278</b>	<b>509,818</b>	<b>1,540</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	7,942	7,942	1,887	6,055
<b>Total Administration</b>	<b>7,942</b>	<b>7,942</b>	<b>1,887</b>	<b>6,055</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement A-1	29,000	29,000	29,000	-
Principal Debt Retirement A-2	285,000	285,000	285,000	-
Interest Expense Series A-1	22,677	22,677	22,677	-
Interest Expense Series A-2	165,006	165,006	165,006	-
<b>Total Debt Service</b>	<b>501,683</b>	<b>501,683</b>	<b>501,683</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>509,625</b>	<b>509,625</b>	<b>503,570</b>	<b>6,055</b>
Excess (deficiency) of revenues Over (under) expenditures	(1,347)	(1,347)	6,248	7,595
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(1,347)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(1,347)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (1,347)	\$ (1,347)	\$ 6,248	\$ 7,595
<b>FUND BALANCE, BEGINNING (OCT 1, 2019)</b>	<b>215,837</b>	<b>215,837</b>	<b>215,837</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 214,490</b>	<b>\$ 214,490</b>	<b>\$ 222,085</b>	

## Notes to the Financial Statements

September 30, 2020

### Balance Sheet

#### General Fund

##### Assets

- **Cash and Investments** - See Cash and Investment Report for further details.
- **Deposits** - Duke Energy utility deposit.

##### Liabilities

- **Accounts Payable** - Outstanding Invoices paid in October.

#### Debt Service & Capital Funds

##### Assets

- **Investments** - See Cash and Investment Report for further details.

### Revenues, Expenditures and Change in Fund Balances

#### Financial Overview / Highlights

- ▶ The non-ad valorem assessments are 99% collected.
- ▶ The total expenditures are at approximately 125% of the YTD budget.
- ▶ Significant variances explained below.

### Variance Analysis

Account Name	YTD Budget	YTD Actual	% of Budget	Explanation
<b>Expenditures</b>				
<b><u>Administrative</u></b>				
ProfServ-Engineering	\$ 5,000	\$ 9,338	187%	Hanson Walter & Associates - Engineering Invoices through Sept 2020.
ProfServ-Legal Services	\$ 10,000	\$ 26,455	265%	Clark & Albaugh, LLP legal services through Sept 2020.
Postage and Freight	\$ 800	\$ 1,900	238%	Postage through Sept 2020 - includings July mailings of \$1,560.
Legal Advertising	\$ 1,000	\$ 3,069	307%	Orlando Sentinel - Notice of Public Meetings, invoices through Sept 2020.
<b><u>Field</u></b>				
ProfServ - Field Management	\$ 10,927	\$ 11,647	107%	Field contract services through Sept 2020, includes additional field ops services \$720.
Contracts - Pest Control	\$ 28,067	\$ 37,300	133%	Southern Mosquito (contract term) and Sitex (new contract) invoices plus additional fogging services through Sept 2020.
R&M-Fountain	\$ 2,000	\$ 6,933	347%	Solitude (Fountain Repairs) & Omar Morales (New Pump Control Panel)
Misc-Contingency	\$ 2,000	\$ 47,503	2375%	Includes - Collapsed underdrain repair and stormwater maintainence.

Other Miscellaneous Notes

► Board Approved Proposals

Vendor	Adopted Budget	Approved Contract	YTD Expense	Projected YTD Expense	Anticipated Budget Underage/(Overage)	Notes
Sitex Aquatics Contracts - Lakes and Wetland	\$ 38,466	\$ 33,240	\$ 35,779	\$ -	\$ 2,687	Approved at 11.20.19 Board Meeting - replaced Aquatic Systems Inc.
Sitex Aquatics Contracts - Fountain	\$ 7,836	\$ 2,800	\$ 4,059	\$ 700	\$ 3,077	Approved at 02.26.20 Board Meeting - replaced Solitude Lake Mgmt.
Sitex Aquatics Contracts - Pest Control	\$ 28,067	\$ 24,960	\$ 37,300	\$ -	\$ (9,233)	Approved at 11.20.19 Board Meeting - replaced Southern Mosquito Inc.
Omar Ortiz Morales R&M Fountain	\$ 2,000	\$ 2,750	\$ 6,933	\$ -	\$ (4,183)	Approved by Chair in April 2020 - new pump control panel.
<b>Total</b>	<b>\$ 76,369</b>	<b>\$ 63,750</b>	<b>\$ 84,070</b>	<b>\$ 700</b>	<b>\$ (7,651)</b>	

Vendor	Adopted Budget	Approved Contract	YTD Expense	Projected YTD Expense	Anticipated Budget (Overage)	Notes
All Terrain Tractor Services Misc Contingency	\$ -	\$ 17,940	\$ 17,940	\$ -	\$ (17,940)	Approved at 02.26.20 Board Meeting - collapsed underdrain replaced.
Sitex Aquatics Misc Contingency	\$ -	\$ 27,200	\$ 27,200	\$ -	\$ (27,200)	Approved 02.26.20 Board Meeting - stormwater maintenance.
Sitex Aquatics Misc Contingency	\$ -	\$ 2,680	\$ 670	\$ 2,010	\$ (2,680)	Approved 02.26.20 Board Meeting- stormwater maintenance (Qtrly).
Sitex Aquatics Contracts - Fountain	\$ -	\$ 4,200	\$ 2,100	\$ 2,100	\$ (4,200)	Approved at 05.27.20 Board Meeting - Bi-Monthly Fountain Maintenance.
Sitex Aquatics Contracts - Pest Control	\$ -	\$ 1,264	\$ 2,528	\$ -	\$ (2,528)	Ratified between meetings, noted at the 05.27.20 meeting - Interim midge/mosquito treatment.
Sitex Aquatics Contracts - Pest Control	\$ -	\$ 6,696	\$ 6,696	\$ -	\$ (6,696)	Approved 05.27.20 Board Meeting - fogging (additional pest control - 9wks June - July 2020)
<b>Total</b>	<b>\$ -</b>	<b>\$ 59,980</b>	<b>\$ 57,134</b>	<b>\$ 4,110</b>	<b>\$ (61,244)</b>	
<b>Grand Total</b>					<b>\$ (68,895)</b>	

**STONEYBROOK WEST**  
**Community Development District**

**Supporting Schedules**

**September 30, 2020**



**Non-Ad Valorem Special Assessments - Orange County Tax Collector  
(Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2020**

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalty) Amount	(1) Collection Costs	Gross Amount Received	General Fund	Series 2018 Debt Service Fund
Assessments Levied				\$ 780,263	\$ 250,807	\$ 529,456
Allocation %				100%	32%	68%
11/12/19	\$ 2,361	\$ 131	\$ -	\$ 2,492	\$ 760	\$ 1,732
11/18/19	\$ 16,556	\$ 690	\$ -	\$ 17,246	\$ 5,548	\$ 11,698
11/25/19	\$ 26,498	\$ 1,104	\$ -	\$ 27,602	\$ 8,516	\$ 19,087
12/09/19	\$ 125,217	\$ 5,216	\$ -	\$ 130,433	\$ 40,987	\$ 89,446
12/16/19	\$ 59,215	\$ 2,467	\$ -	\$ 61,682	\$ 19,400	\$ 42,282
12/23/19	\$ 22,064	\$ 919	\$ -	\$ 22,983	\$ 7,114	\$ 15,869
01/13/20	\$ 322,964	\$ 13,455	\$ -	\$ 336,419	\$ 110,998	\$ 225,420
02/18/20	\$ 64,172	\$ 2,673	\$ -	\$ 66,845	\$ 21,434	\$ 45,411
03/16/20	\$ 17,574	\$ 834	\$ 2,781	\$ 21,190	\$ 6,856	\$ 14,334
03/23/20	\$ 39,128	\$ 1,418	\$ -	\$ 40,545	\$ 12,814	\$ 27,731
04/13/20	\$ 12,802	\$ 261	\$ -	\$ 13,064	\$ 4,239	\$ 8,825
05/18/20	\$ 6,693	\$ 68	\$ -	\$ 6,760	\$ 2,101	\$ 4,660
06/15/20	\$ 11,638	\$ 8	\$ -	\$ 11,646	\$ 3,664	\$ 7,982
07/13/20	\$ 8,646	\$ (252)	\$ -	\$ 8,394	\$ 2,477	\$ 5,917
08/17/20	\$ 6,428	\$ -	\$ -	\$ 6,428	\$ 371	\$ 6,057
09/14/20	\$ 2,668	\$ (78)	\$ -	\$ 2,591	\$ 737	\$ 1,854
<b>TOTAL</b>	<b>\$ 744,624</b>	<b>\$ 28,914</b>	<b>\$ 2,781</b>	<b>\$ 776,320</b>	<b>\$ 248,014</b>	<b>\$ 528,305</b>
% COLLECTED				99.49%	98.89%	99.78%
<b>TOTAL OUTSTANDING</b>				<b>\$ 3,944</b>	<b>\$ 2,793</b>	<b>\$ 1,151</b>

Note (1) Collection costs from the Tax Collector are based on the number of items on the tax roll and are paid once during the year.

**Cash and Investment Report**  
**September 30, 2020**

**GENERAL FUND**

<u>Description</u>	<u>Bank Name</u>	<u>Maturity</u>	<u>Yield</u>		<u>Balance</u>
Checking Account - Operating	BBVA Compass	n/a	n/a	\$	109,344
			<b>Subtotal</b>	\$	109,344
Money Market Account	BankUnited	n/a	0.30%	\$	74,465
			<b>Subtotal</b>	\$	74,465

**DEBT SERVICE FUND**

<u>Description</u>	<u>Bank Name</u>	<u>Maturity</u>	<u>Yield</u>		<u>Balance</u>
<b>Series 2018 A-1 Revenue Account</b>					
Fidelity Institutional Prime MA Portfolio	US Bank	n/a	0.02%	\$	14,489
<b>Series 2018 A-1 Reserve Fund</b>					
Fidelity Institutional Prime MA Portfolio	US Bank	n/a	0.02%	\$	12,957
<b>Series 2018 A-2 Revenue Account</b>					
Fidelity Institutional Prime MA Portfolio	US Bank	n/a	0.02%	\$	87,859
<b>Series 2018 A-2 Reserve Fund</b>					
Fidelity Institutional Prime MA Portfolio	US Bank	n/a	0.02%	\$	97,919
			<b>Subtotal</b>	\$	213,224
			<b>Total</b>	\$	397,034

## Stoneybrook West CDD

### Bank Reconciliation

**Bank Account No.** 0948 BBVA Compass Checking GF  
**Statement No.** 09-20  
**Statement Date** 9/30/2020

<b>G/L Balance (LCY)</b>	109,344.44	<b>Statement Balance</b>	109,344.44
<b>G/L Balance</b>	109,344.44	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
		<b>Subtotal</b>	109,344.44
<b>Subtotal</b>	109,344.44	<b>Outstanding Checks</b>	0.00
<b>Negative Adjustments</b>	0.00	<b>Differences</b>	0.00
<b>Ending G/L Balance</b>	109,344.44	<b>Ending Balance</b>	109,344.44
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
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**STONEYBROOK WEST**  
**Community Development District**

**CHECK REGISTER**

**September 30, 2020**

**STONEYBROOK WEST COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Fund**  
**For the Period from 9/1/2020 to 9/30/2020**  
**(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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**GENERAL FUND - 001**

001	124	09/24/20	STONEYBROOK WEST CDD	091620 0948	TRFR FR BUMMA TO BBVA 0948	Due From Other Funds	131000	\$75,000.00
001	2973	09/03/20	FEDEX	7-097-41549	AUG POSTAGE	Postage and Freight	541006-51301	\$15.22
001	2974	09/03/20	BRIGHTVIEW LANDSCAPE SVC, INC	6965814	TREE REMOVAL	Contracts-Landscape	534050-53901	\$643.17
001	2975	09/10/20	CLARK & ALBAUGH, LLP	17151	GEN MATTERS THRU AUG 2020	ProfServ-Legal Services	531023-51401	\$2,331.00
001	2978	09/10/20	HANSON WALTER & ASSOCIATES, INC	5274888	ENGG SVCS THRU 8/31/20	ProfServ-Engineering	531013-51501	\$1,187.50
001	2979	09/10/20	OMAR ORTIZ MORALES	000065	CONTROL PANEL/CAPACITOR CNTRL BOX	R&M-Fountain	546032-53901	\$2,150.00
001	2980	09/17/20	HOME DEPOT	082120-8825	GATE REPAIRS	Misc-Contingency	549900-53901	\$6.97
001	2981	09/17/20	INFRAMARK, LLC	55359	SEPT MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,522.83
001	2981	09/17/20	INFRAMARK, LLC	55359	SEPT MGMT FEES	ProfServ-Special Assessment	531038-51301	\$429.17
001	2981	09/17/20	INFRAMARK, LLC	55359	SEPT MGMT FEES	ProfServ-Field Management	531016-53901	\$910.58
001	2981	09/17/20	INFRAMARK, LLC	55359	SEPT MGMT FEES	Postage and Freight	541006-51301	\$4.00
001	2981	09/17/20	INFRAMARK, LLC	55359	SEPT MGMT FEES	Printing and Binding	547001-51301	\$20.30
001	DD178	09/09/20	DUKE ENERGY	081720 ACH	BILL PRD 7/20-8/17/20	Electricity - General	543006-53901	\$916.39
001	DD179	09/16/20	DUKE ENERGY	082520 ACH	BILL PRD 7/27-8/25/20	Electricity - General	543006-53901	\$310.78
<b>Fund Total</b>								<b>\$87,447.91</b>

**SERIES 2018 A-1 & A-2 FUND - 204**

204	2976	09/10/20	STONEYBROOK WEST C/O US BANK NA	090220-SER 2018A-2	TRFR FY19 ASSMNTS - SER 2018 A-2	Due From Other Funds	131000	\$5,460.48
204	2977	09/10/20	STONEYBROOK WEST C/O US BANK NA	09022020 0948	TRFR FYQ9 ASSMNTS - SER 2018 A1	Due From Other Funds	131000	\$634.49
<b>Fund Total</b>								<b>\$6,094.97</b>

<b>Total Checks Paid</b>	<b>\$93,542.88</b>
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**7B**

BUDGET AMENDMENT RESOLUTION 2021-01

**A BUDGET AMENDMENT AMENDING THE STONEYBROOK  
WEST COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND  
BUDGET FOR FISCAL YEAR 2020**

**WHEREAS**, the Board of Supervisors, hereinafter referred to as the “Board”, of Stoneybrook West Community Development District, hereinafter referred to as “District”, adopted a General Fund Budget for Fiscal Year 2020, and

**WHEREAS**, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF STONEYBROOK WEST COMMUNITY DEVELOPMENT DISTRICT THE FOLLOWING:

1. The General Fund is hereby amended in accordance with Exhibit “A” attached.
2. This resolution shall become effective this 18<sup>th</sup> day of November 2020 and be reflected in the monthly and Fiscal Year End 9/30/2020 Financial Statements and Audit Report of the District.

**Stoneybrook West  
Community Development District**

By: \_\_\_\_\_  
Chairman/ Vice Chairman

Attest:

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

**Proposed Budget Amendment**  
**Exhibit A**  
**For the Period Ending September 30, 2020**

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>					
Interest - Investments	\$ 1,500	\$ -	\$ 1,500	\$ 1,477	\$ (23)
Interest - Tax Collector	-	-	-	1,471	1,471
Special Assmnts- Tax Collector	250,808	-	250,808	248,014	(2,794)
Special Assmnts- Delinquent	-	-	-	3	3
Special Assmnts- Discounts	(10,032)	-	(10,032)	(9,326)	706
Other Miscellaneous Revenues	-	-	-	81	81
<b>TOTAL REVENUES</b>	<b>242,276</b>	<b>-</b>	<b>242,276</b>	<b>241,720</b>	<b>(556)</b>
<b>EXPENDITURES</b>					
<b>Administration</b>					
P/R-Board of Supervisors	4,000	-	4,000	3,200	800
FICA Taxes	306	-	306	245	61
ProfServ-Arbitrage Rebate	600	-	600	600	-
ProfServ-Dissemination Agent	2,000	-	2,000	-	2,000
ProfServ-Engineering	5,000	10,000	15,000	9,338	5,662
ProfServ-Legal Services	10,000	20,000	30,000	26,455	3,545
ProfServ-Mgmt Consulting Serv	42,274	-	42,274	42,274	-
ProfServ-Property Appraiser	3,747	-	3,747	3,746	1
ProfServ-Special Assessment	5,150	-	5,150	5,150	-
ProfServ-Trustee Fees	7,000	-	7,000	6,734	266
Auditing Services	5,500	-	5,500	5,500	-
Contract-Website Hosting	8,000	-	8,000	2,977	5,023
Postage and Freight	800	-	800	1,900	(1,100)
Insurance - General Liability	7,700	-	7,700	7,000	700
Printing and Binding	1,000	-	1,000	261	739
Legal Advertising	1,000	-	1,000	3,069	(2,069)
Miscellaneous Services	600	-	600	487	113
Misc-Assessmnt Collection Cost	3,762	-	3,762	-	3,762
Office Supplies	400	-	400	33	367
Annual District Filing Fee	175	-	175	175	-
<b>Total Administration</b>	<b>109,014</b>	<b>30,000</b>	<b>139,014</b>	<b>119,144</b>	<b>19,870</b>
<b>Field</b>					
ProfServ-Field Management	10,927	-	10,927	11,647	(720)
Contracts-Lake and Wetland	38,466	-	38,466	35,779	2,687
Contracts-Fountain	7,836	-	7,836	4,059	3,777
Contracts-Landscape	36,565	-	36,565	36,420	145
Contracts-Pest Control	28,067	15,000	43,067	37,300	5,767
Electricity - General	18,000	-	18,000	16,522	1,478
R&M-Fountain	2,000	5,000	7,000	6,933	67



**Proposed Budget Amendment**  
Exhibit A  
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Misc-Contingency	2,000	50,000	52,000	47,503	4,497
<b>Total Field</b>	143,861	70,000	213,861	196,163	17,698
<b>TOTAL EXPENDITURES</b>	<b>252,875</b>	<b>100,000</b>	<b>352,875</b>	<b>315,307</b>	<b>37,568</b>
Excess (deficiency) of revenues Over (under) expenditures	(10,599)	(100,000)	(110,599)	(73,587)	37,012
Net change in fund balance	(10,599)	(100,000)	(110,599)	(73,587)	37,012
<b>FUND BALANCE, BEGINNING (OCT 1, 2019)</b>	<b>238,035</b>	<b>-</b>	<b>238,035</b>	<b>238,035</b>	<b>-</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ 227,436</b>	<b>\$ (100,000)</b>	<b>\$ 127,436</b>	<b>\$ 164,448</b>	<b>\$ 37,012</b>

**7C.**

**STONEYBROOK WEST  
COMMUNITY DEVELOPMENT DISTRICT**

**Motion: Assigning Fund Balance as of 9/30/20**

The Board hereby assigns the FY 2020 Reserves per the FY20 Adopted Budget and the September 2020 Financial Statement.

Operating Reserve	\$ 63,219
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**7D.**



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

August 14, 2020

Stoneybrook West Community Development District  
c/o Inframark Infrastructure Management Services  
210 North University Drive, Suite 702  
Coral Springs, FL 33071

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Stoneybrook West Community Development District, which comprise governmental activities, a discretely presented component unit and each major fund for the General Fund as of and for the year ended September 30, 2020 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2020 and thereafter for two annual renewals if mutually agreed by Stoneybrook West Community Development District and Berger, Toombs, Elam, Gaines, & Frank, Certified Public Accountants, PL.

Our audit will be conducted with the objective of expressing an opinion on the financial statements.

## **The Responsibility of the Auditor**

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

Stoneybrook West Community Development District  
August 14, 2020  
Page 2

In making our risk assessments, we consider internal control relevant to Stoneybrook West Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Stoneybrook West Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund 2005
3. Debt Service Fund 2008
4. Capital Projects Fund 2005



Stoneybrook West Community Development District  
August 14, 2020  
Page 3

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Stoneybrook West Community Development District  
August 14, 2020  
Page 4

Management is responsible for identifying and ensuring that Stoneybrook West Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud, or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud, or suspected fraud affecting the entity.

Stoneybrook West Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Stoneybrook West Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Stoneybrook West Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Stoneybrook West Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Stoneybrook West Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

### **Records and Assistance**

If circumstances arise relating to the condition of the Stoneybrook West Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements, because of error, fraudulent financial reporting, or misappropriation of assets, which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including: declining to express an opinion, issuing a report, or withdrawing from engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Stoneybrook West Community Development District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.





Stoneybrook West Community Development District  
August 14, 2020  
Page 5

The assistance to be supplied, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with an Inframark accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

### **Fees, Costs, and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2020, will not exceed \$5,500, unless the scope of the engagement is changed, the assistance which Stoneybrook West Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case, we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The two annual renewals must be mutually agreed and approved by the Board of Supervisors.

In the event we are requested or authorized by Stoneybrook West Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Stoneybrook West Community Development District, Stoneybrook West Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Stoneybrook West Community Development District  
August 14, 2020  
Page 6

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Stoneybrook West Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Stoneybrook West Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Stoneybrook West Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

### **Reporting**

We will issue a written report upon completion of our audit of Stoneybrook West Community Development District's financial statements. Our report will be addressed to the Board of Stoneybrook West Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Stoneybrook West Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines & Frank and Stoneybrook West Community Development District, superseding all proposals, oral or written, and all other communication, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

Stoneybrook West Community Development District  
August 14, 2020  
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Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
J. W. GAINES, CPA

Confirmed on behalf of the addressee:

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## Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

*Baggett, Reutimann & Associates, CPAs PA*  
**BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA**  
Signed Electronically by Baggett, Reutimann & Associates, CPAs PA. U.N. 18161 email [jdb@baggettand.com](mailto:jdb@baggettand.com)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND STONEYBROOK WEST COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED AUGUST 14, 2020)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- 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 the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**INFRAMARK  
INFRASTRUCTURE MANAGEMENT SERVICES  
210 NORTH UNIVERSITY DRIVE, SUITE 702  
CORAL SPRINGS, FL 33071  
TELEPHONE: 954-603-0033  
EMAIL: \_\_\_\_\_**

**Auditor: J.W. Gaines**

**District: Stoneybrook West CDD**

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

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

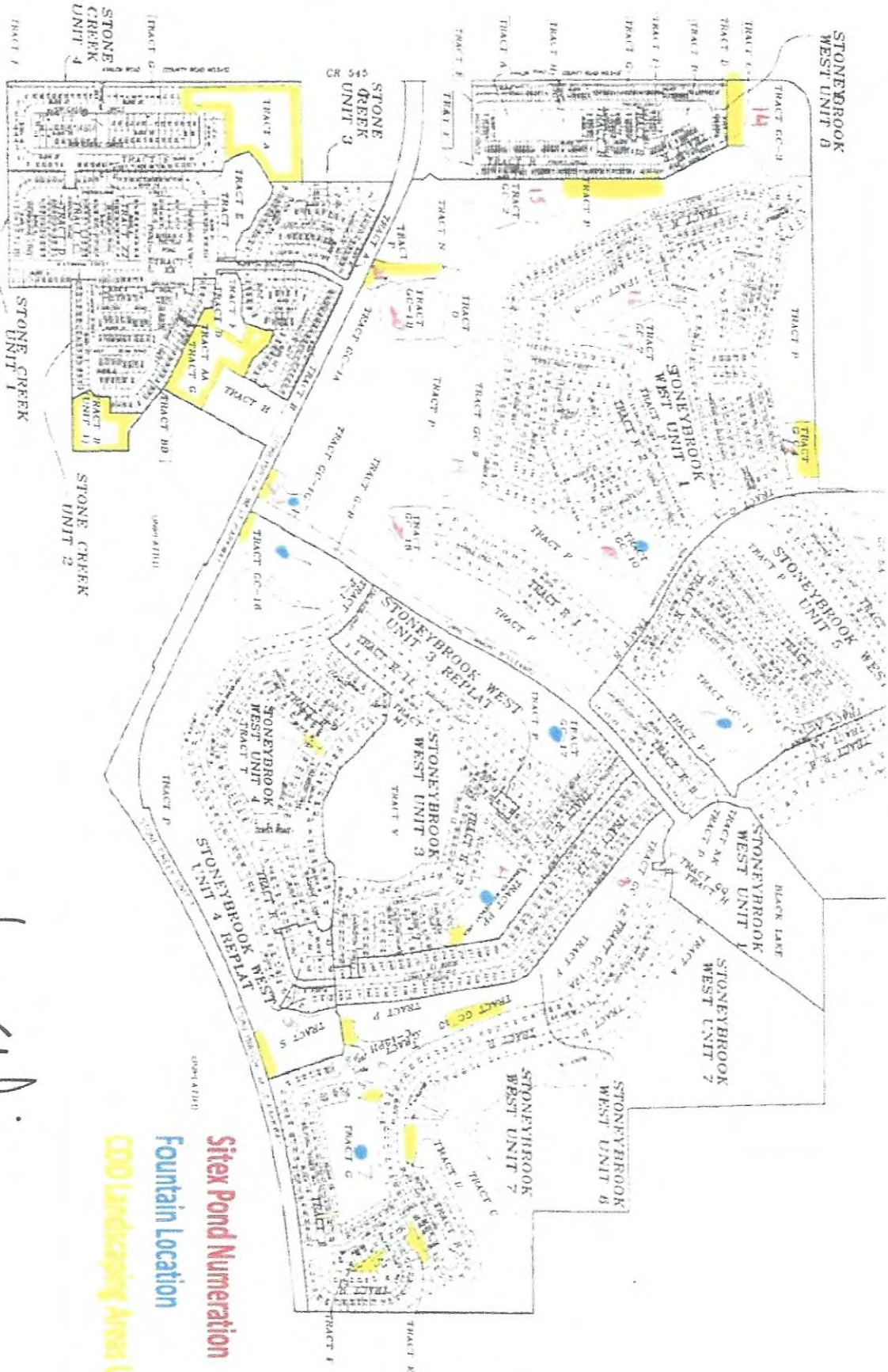
**Title: Director**

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

**Date: August 14, 2020**

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

**7E.**



*Tanner White  
Chapman*

**Site Pond Numeration**  
**Fountain Location**  
**CDD Landscaping Areas Under Contract**





5273 Giron Circle  
Kissimmee, FL 34758

407-717-5851  
www.sitexaquatics.com

## Proposal

**August 27, 2020**

Submitted by: Joe Craig

### STONEBROOK WEST CDD

Contact: Mr. Ariel Medina c/o Inframark  
Address: 313 Campus St. Celebration, FL 34747  
Email: amedina@inframark.com  
Phone: 407.566.4122

The following bid is to relocate 1 floating fountain from pond#9 to pond #23 in the Stoneybrook West community located in Winter Garden, Florida.

Service		Cost
Removal of fountain in pond #9	—	Included
Installation of fountain in pond #23	—	Included
Trenching of electrical conduit	—	Included
Placement & Mooring	—	Included
Labor	—	Included
No warranty included	—	Included
Total	—	\$1,330.00

OK  
Thomas (White) 8/28/20  
CHAIRMAN

# Terms & Conditions

## Payment

Payment is due upon completion of work. Overdue accounts may accrue a service charge.

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

## Responsibility

Customer is responsible for all electrical services to the control box, Sitex is not an electrical contractor nor claims to be responsible for any electrical responsibilities. Customer agrees to pay separate cost incurred by said electrical contractor.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.

Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

## Scheduling

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

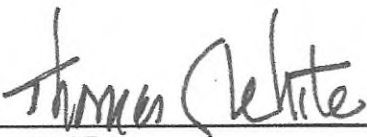
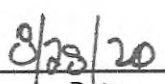

## Insurance

Sitex shall maintain the following insurance coverage and limits:

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage.

This Agreement shall be governed by the laws of the state of Florida.

 Accepted By	 Date	 President, Sitex Aquatics, LLC.	 Date
--	---	---	----------



O&amp;M General Services LLC

407-433-3731

omhomerenovation@gmail.com

Invoice #000065

## New Estimate

We look forward to working with you.

Bill To	Invoice Details	Deposit	Balance
Stoneybrook West CDD C/O Ariel Medina ariel.medina@inframark.com	PDF created August 28, 2020 \$2,150.00	Due Aug 31, 2020 \$1,075.00	Due September 25, 2020 \$1,075.00

Item	Quantity	Price	Amount
New control panel and capacitor control box <i>Complete control panel update with new controls, contactors, overloads and timers plus TVSS protection.</i>	1	\$2,150.00	\$2,150.00
Subtotal			\$2,150.00
<b>Total Due</b>			<b>\$2,150.00</b>

<b>Deposit</b>	\$1,075.00
Unpaid • Due on Aug 31, 2020	
<b>Balance</b>	\$1,075.00
Unpaid • Due on Sep 25, 2020	

OK Thomas White 8/28/20  
CHAIRMAN



### Pay online

To pay your invoice go to <https://gosq.me/u/hhnzue6L>

Or open your camera on your mobile device, and place the code on the left within the camera's view.



O&amp;M General Services LLC

407-433-3731

omhomer renovation@gmail.com

Invoice #000068

## New Invoice

We appreciate your business. Make all checks payable to O&M General Services LLC or pay here via Credit Card using link provided

**Bill To**

Stoneybrook West CDD C/O Ariel  
Medina  
ariel.medina@inframark.com

**Invoice Details**

PDF created August 27, 2020  
\$550.00

**Payment**

Due August 27, 2020  
\$550.00

Item	Quantity	Price	Amount
Electrical start up service for pump <i>Check all Wiring, disconnect and connect new Pump to panel, revise and certify all electrical connections</i>	1	\$550.00	\$550.00
Subtotal			\$550.00

**Total Due****\$550.00**

OK  
Thomas (White) 8/28/20  
CHAIRMAN

**Pay online**

To pay your invoice go to <https://gosq.me/u/rGQnMsya>

Or open your camera on your mobile device, and place the code on the left within the camera's view.

Page 1 of 1

## **EIGHTH ORDER OF BUSINESS**

**8Ai**





# CLARK & ALBAUGH, LLP

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## M E M O R A N D U M

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**From:** Clark & Albaugh, LLP  
**To:** Board of Supervisors  
 Stoneybrook West Community Development District  
**Date:** September 29, 2020  
**Subject:** Legends Golf Orlando LLC

---

The purpose of this memo is to update the Board as to matters concerning Legends Golf Orlando LLC, which owns the Stoneybrook West Golf Course.

1. In June 2020, an entity known as Stoneybrook West GC Property, LLC (“SBWGC”) was created.

2. Almost immediately thereafter, SBWGC purchased the note and mortgage on the golf course property. Attached hereto is a copy of the *Assignment of Note, Mortgage and Other Loan Documents* executed on June 12, 2020, by Stoneybrook West Golf Club, LLC, in favor of SBWGC along with the duly recorded UCC Financing Statement replacing Stoneybrook West Golf Club, LLC, with SBWGC.

3. On July 10, 2020, SBWGC filed a foreclosure action against Legends Golf Orlando LLC (“Legends”) and others. SBWGC filed and recorded a *Notice of Lis Pendens* against the golf course property. A copy of the *Notice of Lis Pendens* is attached hereto. The foreclosure action is pending.

4. In connection with the foreclosure action, SBWGC sought to have a receiver appointed for Legends. In response, Legends filed for Chapter 11

bankruptcy on August 7, 2020. A copy of Legends's *Suggestion of Bankruptcy* is attached hereto.

5. The effect of the bankruptcy is to put a stay on efforts to complete the foreclosure and appoint a receiver for the property. I spoke with the attorney for the plaintiff in the foreclosure. They intend to own the golf course and operate it but to develop a portion of the property with multifamily uses. They do not know if that will succeed and they will probably just sell the property if they cannot develop.



This instrument prepared by  
and return to:

James R. Pratt, Esq.  
Burr & Forman LLP  
200 S. Orange Avenue  
Suite 800  
Orlando, Florida 32801  
Tel.: (407) 540-6600

Parcel Identification Nos.: 04-23-27-8321-00021; 03-23-27-8240-16000;  
03-22-27-8290-11000; and 33-22-27-8290-00006

**DOC # 20200332768**

06/16/2020 13:12 PM Page 1 of 5

Rec Fee: \$44.00

Deed Doc Tax: \$0.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: SIMPLIFILE LC

## ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

This Assignment of Note, Mortgage and Other Loan Documents ("**Assignment**") is made by Stoneybrook West Golf Club, LLC, a Florida limited liability company ("**Assignor**"), whose address is 5957 Windswept Boulevard, Wise, Virginia 24293, to Stoneybrook West GC Property, LLC, a Florida limited liability company ("**Assignee**"), whose address is 9145 Narcoossee Road, #102, Orlando, Florida 32832.

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which Assignor acknowledges, Assignor does hereby assign, transfer, deliver and convey to Assignee all of Assignor's right, title, claim, and interest in the Loan (defined below) and in the following documents:

- a. Purchase Mortgage, Assignment of Rents and Leases and Security Agreement made by Legends Golf Orlando LLC, a Florida limited liability company ("**Borrower**"), to Assignor recorded March 28, 2019 as Document No. 20190185348 of the Public Records of Orange County, Florida, together with all amendments, modifications, restatements, renewals, replacements, extensions, substitutions, consolidations, supplements, spreaders, and other changes or revisions thereto, including, but not limited to, the Mortgage Modification Agreement dated February 4, 2020, and recorded February 5, 2020, as Document No. 20200074871, Public Records of Orange County, Florida (collectively, the "**Mortgage**");
- b. Purchase Money Promissory Note dated March 27, 2019, made by Borrower to Assignor in the principal sum of \$1,000,000.00, together all amendments, modifications, restatements, renewals, replacements, extensions, substitutions, consolidations, supplements, and other changes or revisions thereto, including, but not limited to, Modified Purchase Money Promissory Note dated February 1, 2020 (collectively, the "**Note**"), which Note is secured by the Mortgage;
- c. UCC-1 Financing Statement recorded on March 28, 2019 as Document No. 20190185349, Public Records of Orange County, Florida;
- d. UCC-1 Financing Statement filed with the Florida Secured Transactions Registry as Document No. 201908296443.
- e. Security Agreement between Borrower and Assignor dated March 27, 2019;

- f. Membership Interest Pledge and Security Agreement dated March 27, 2019;
- g. Personal Guaranty of Miguel Angel Alejandro Marquez Vidal dated March 27, 2019;
- h. Pre-Suit Abatement and Settlement Agreement between Assignor and Borrower dated July 19, 2019, as amended by Amended Pre-Suite Abatement and Settlement Agreement between Assignor and Borrower dated February 4, 2020 (collectively, the "**Settlement Agreement**");
- i. Loan Policy of Title Insurance issued by Fidelity National Title Insurance Company, Policy No. 4310-3-Stoneybrook West-2019.2730709-216392521, dated March 28, 2019 at 8:00 A.M.;
- j. All other documents that effect, secure, implement, detail, insure, or otherwise evidence or document the Loan, including without implied limitation loan agreements, security agreements, financing statements, assignments of rents and leases, guaranties, estoppel certificates, collateral assignments, title insurance policies, other insurance policies, and other documents, rights, titles, and interests securing, evidencing, or relating to the Loan, or delivered to Assignor in connection with the Loan (collectively, with the Mortgage, Note, and the documents listed in c.-i. above, the "**Loan Documents**");

**TOGETHER WITH** all of Assignor's right, title, claim and interest in the Collateral; all remedies and causes of action with respect to or arising from the Loan Documents, including, without implied limitation, the rights and remedies of Assignor under the Settlement Agreement; all of Assignor's right and claim to receive all payments and reimbursements due from Borrower or Guarantor with respect to the Loan, including, without implied limitation, accrued and unpaid interest through the date hereof, and reimbursements for expenses incurred by Assignor to cure defaults of Borrower under the Loan Documents, or to protect or preserve the Collateral, or enforce the Loan Documents, including, without implied limitation, insurance costs, property taxes, legal fees and expenses.

The following additional terms form a material part of this Assignment:

1. Definitions. As used herein: (a) the term "**Loan**" means the loan from Assignor to Assignee evidenced by the Note and secured by the Mortgage; and (b) the term "**Collateral**" means all real property and personal property, tangible and intangible, and all rights, titles, and interests therein, that are mortgaged, pledged, assigned, encumbered, or otherwise given to secure payment or performance, or both, of the Loan. References herein to the Loan shall be deemed to include the Loan Documents and the Collateral, unless the context clearly prohibits.

2. Assignor's Representations and Warranties. Assignor, represents, warrants and covenants as follows:

- a. Assignor is sole owner of and claimant to the Loan and the Loan Documents, and all sums now or hereafter due thereunder, free and clear of all liens, security interests, encumbrances, and other claims of third-parties. Assignor has not, directly or indirectly, assigned or otherwise transferred the Loan or Loan Documents, or any

right, title, claim, interest, remedy or cause of action of Assignor with respect thereto.

- b. The principal balance outstanding under the Note through June 15, 2020 is \$1,000,000.00, together with interest through the date hereof in the amount of \$179,615.78, all of which remains due and payable under the Loan Documents.
- c. Assignor holds no funds relating to the Loan, including without implied limitation interest reserve and escrow accounts for the payment of taxes or insurance.
- d. Assignor has not entered into, and the Loan is not otherwise subject to, any agreements or obligations with third-parties regarding the Loan, including without implied limitation participation agreements or tri-party agreements.
- e. Assignor has made no compromises, adjustments, or other agreements with, or received proceeds from, any insurance companies or condemning authority with respect to any of the Collateral. Without limiting the foregoing, Assignor has made no compromises, received no proceeds, and asserted no claims pursuant to, nor is Assignor negotiating with Borrower or a condemning authority pursuant to, Article VIII of the Mortgage.
- f. To the best of Assignor's knowledge and belief, Assignor is not in default of the Loan, but has fully performed its covenants and obligations with respect to, and has otherwise fully observed the requirements of, the Loan; and no condition exists that with the giving of notice or passage of time, or both, would cause Assignor to be in default of the Loan.
- g. Assignor has no knowledge of any offset or defense that Borrower or Guarantor may assert against any of the respective obligations under the Loan Documents, nor has Borrower or Guarantor asserted any such offset or defense. Assignor has no knowledge of any facts that would impair the validity of any of the Loan Documents or of Borrower's or Guarantor's obligations thereunder.
- h. Assignor has contemporaneously herewith delivered the original Loan Documents to Assignee and none of the Loan Documents has been amended or modified, in any respect, verbally or in writing, from the form of each original thereof delivered by Assignor to Assignee.
- i. The Loan Documents are the only documents that effect, secure, implement, detail, insure, or otherwise evidence the Loan.
- j. Assignor has not waived, released, discharged, satisfied, or canceled any of its rights, liens, or interests, including without limitation the right to declare a default or invoke any remedy, under any Loan Document except as the Loan Documents expressly provide otherwise. Further, except as the Loan Documents expressly provide otherwise (and as set forth in the Amended Pre-Suit Abatement and Settlement Agreement), Assignor has not released any Guarantor or other obligor from any obligation or liability with respect to the Loan. Assignor has not given consents or concessions to the Borrower or any other obligor, including without implied limitation consents or concessions expressly contemplated in the Loan

Documents, except as the Loan Documents expressly provide otherwise. Assignor has not directly or indirectly released, waived, disclaimed, or otherwise impaired any of the Collateral or any interest of Assignor in the Collateral.

3. This Assignment is an absolute assignment and not a conditional assignment or an assignment to secure an obligation.

**[Signature and acknowledgment on following page]**

Signature page to Assignment of Note, Mortgage and Other Loan Documents from Stoneybrook West Golf Club, LLC, a Florida limited liability company ("Assignor") to Stoneybrook West GC Property, LLC, a Florida limited liability company ("Assignee")

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed to be effective as of the day and year first above written.

WITNESSES:

[Signature]  
Printed Name: JAMES JENKINS

[Signature]  
Printed Name: Alberto S. Bustamante

Stoneybrook West Golf Club, LLC,  
a Florida limited liability company

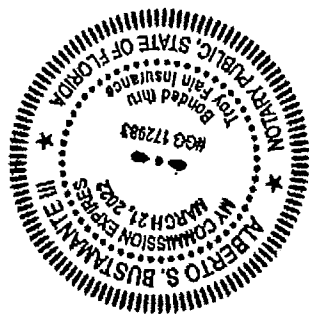
By: [Signature]  
Name: W. JACK DAVIS  
Its: Manager

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of X physical presence or    online notarization, this 10<sup>th</sup> day of JUNE, 2020, by William Jack Davis, as manager for Stoneybrook West Golf Club, LLC, a Florida limited liability company. He/She is X personally known to me or    produced    as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Signature: [Signature]  
Print Name: Alberto S. Bustamante



# STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT AMENDMENT FORM

DOC # 20200346771

06/24/2020 07:39 AM Page 1 of 1

Rec Fee: \$10.00

Deed Doc Tax: \$0.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: SIMPLIFILE LC

**A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON**

James R. Pratt, Esquire 407-540-6601

**Email Address****B. SEND ACKNOWLEDGEMENT TO:**

Name James R. Pratt, Esquire/ Gidget

Address Burr &amp; Forman LLP

Address 200 South Orange Avenue, Suite 800

City/State/Zip Orlando, Florida 32801

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY****1a. INITIAL FINANCING STATEMENT FILE #**  
20190185349**1b.** ☒ This FINANCING STATEMENT AMENDMENT is to be filed  
[for record] (or recorded) in the REAL ESTATE RECORDS.**2. CURRENT RECORD INFORMATION – DEBTOR NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b)****2a. ORGANIZATION'S NAME**

Legends Golf Orlando LLC

**2b. INDIVIDUAL'S SURNAME**

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

**3. CURRENT RECORD INFORMATION – SECURED PARTY NAME – INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)****3a. ORGANIZATION'S NAME**

Stoneybrook West Golf Club, LLC

**3b. INDIVIDUAL'S SURNAME**

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

**4.** ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.**5.** ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.**6.** ☒ **ASSIGNMENT** ☒ Full or ☐ Partial: Give name of assignee in item 9a or 9b and address of assignee in item 9c; and also give name of assignor in item 11.**7.** ☐ **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 9.

☐ **CHANGE** name and/or address: Give current record name in item 8a or 8b; ☐ **DELETE** name: Give record name to be deleted in item 8a or 8b. ☐ **ADD** name: Complete item 9a or 9b, and 9c.  
(if address change) in item 9c.**8. CURRENT RECORD INFORMATION – INSERT ONLY ONE NAME (8a OR 8b) – Do Not Abbreviate or Combine Names****8a. ORGANIZATION'S NAME****8b. INDIVIDUAL'S SURNAME**

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

**9. CHANGED (NEW) OR ADDED INFORMATION: – INSERT ONLY ONE NAME (9a OR 9b) – Do Not Abbreviate or Combine Names****9a. ORGANIZATION'S NAME**

Stoneybrook West GC Property, LLC

**9b. INDIVIDUAL'S SURNAME**

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

**9c. MAILING ADDRESS Line One**  
200 South Orange Avenue, Suite 800

This space not available.

**MAILING ADDRESS Line Two**CITY  
OrlandoSTATE  
FLPOSTAL CODE  
32801COUNTRY  
U.S.A.**10. AMENDMENT (COLLATERAL CHANGE); check only one box.**Describe collateral ☐ DELETE or ☐ ADD, or give entire ☐ RESTATE collateral description, or describe collateral ☐ ASSIGN collateral**11. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor, which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.**11a. ORGANIZATION'S NAME**

Stoneybrook West Golf Club, LLC

**11b. INDIVIDUAL'S SURNAME**

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

**12. OPTIONAL FILER REFERENCE DATA** 6606880-15

IN THE CIRCUIT COURT OF THE  
NINTH JUDICIAL CIRCUIT, IN AND  
FOR ORANGE COUNTY, FLORIDA

STONEYBROOK WEST GC PROPERTY, LLC,  
a Florida limited liability company,

Plaintiff,

v.

CASE NO. 2020-CA-007075-O

LEGENDS GOLF ORLANDO, LLC, a Florida  
limited liability company,  
MIGUEL ANGEL ALEJANDRO MARQUEZ  
VIDAL, an individual;  
THE CITY OF WINTER GARDEN;  
LGCC HOLDINGS, LLC, a Florida limited  
liability company;  
DAVID T. NAMENIUUK, an individual,  
LORELLE MOECKEL, an individual,  
UNKNOWN TENANT in possession at 15501  
Towne Commons Blvd., Winter Garden, FL  
34787;  
UNKNOWN TENANT in possession at 0 Towne  
Commons Blvd., Winter Garden, FL 34787;  
UNKNOWN TENANT in possession at 903  
Avalon Road, Winter Garden, FL 34787; and  
UNKNOWN TENANT in possession at 933  
Avalon Road, Winter Garden, FL 34787,

Defendants.

**DOC # 20200375314**

07/13/2020 13:07 PM Page 1 of 7

Rec Fee: \$29.00

Deed Doc Tax: \$0.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: SIMPLIFILE LC

**NOTICE OF LIS PENDENS**

TO: THE ABOVE NAMED DEFENDANTS AND  
ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED OF THE FOLLOWING:

A) The Plaintiff has instituted this action against Defendants, LEGENDS GOLF ORLANDO, LLC, a Florida limited liability company, MIGUEL ANGEL ALEJANDRO MARQUEZ VIDAL, an individual, THE CITY OF WINTER GARDEN ("City"), LGCC HOLDINGS, LLC, a Florida limited liability company ("LGCC"), DAVID T. NAMENIUUK, an

individual ("Nameniuk"), LORELLE MOECKEL, an individual ("Moeckel"), and UNKNOWN TENANT in Possession 15501 Towne Commons Blvd., Winter Garden, FL 34787; UNKNOWN TENANT in possession at 0 Towne Commons Blvd., Winter Garden, FL 34787; UNKNOWN TENANT in possession at 903 Avalon Road, Winter Garden, FL 34787; and UNKNOWN TENANT in possession at 933 Avalon Road, Winter Garden, FL 34787.

B) The Plaintiff in this action is STONEYBROOK WEST GC PROPERTY, LLC, a Delaware limited liability company.

C) The case number in this action is shown in the caption.

D) The real and personal property that is the subject matter of this action is in Orange County, Florida, and more particularly described as follows:

**REAL PROPERTY**  
**SEE ATTACHED EXHIBIT A**

**PERSONAL PROPERTY**  
**SEE ATTACHED EXHIBIT B**

(the "Property").

E) The relief sought by the Plaintiff is to foreclose on that certain Purchase Money Mortgage, Assignment of Rents and Leases and Security Agreement dated March 26, 2019, recorded in the Public Records of Orange County, Florida on March 28, 2019 at Doc #20190185348, as subsequently modified and/or amended from time to time, including, without limitation, by that certain Mortgage Modification Agreement dated February 4, 2020, recorded in the Public Records of Orange County, Florida at Doc #20200074871 (the "Mortgage"), the Assignment of Note, Mortgage and Other Loan Documents recorded in the Official Records of Orange County Florida as Doc #20200332768 (the "Assignment").

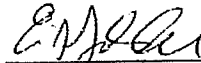
F) Plaintiff also seeks to foreclose its security interest in personal property described in the Security Agreement and UCC-1 Financing Statement with the Florida Secured Transaction



20200375314 Page 3 of 7

Registry having file number 201908296443 which UCC-1 was recorded in the Official Records of Orange County, Florida at Doc #20190185349 and UCC-3 Financing Statement, having file number 20200346771, assigning its perfected lien interest in the Collateral to Stoneybrook West GC Property, LLC (the "Financing Statement").

DATED this 10th day of July, 2020.



---

**Eric S. Golden, Esq.**

Florida Bar Number: 0146846

Primary Email: egolden@burr.com

Secondary Email: jmorgan@burr.com

**BURR & FORMAN LLP**

200 S. Orange Avenue, Suite 800

Orlando, FL 32801

Telephone: (407) 540-6600

Facsimile: (407) 540-6601

**ATTORNEYS FOR PLAINTIFF**

**EXHIBIT A  
REAL PROPERTY**

Tract P, Stoneybrook West Unit 1, according to the plat thereof as recorded in Plat Book 44, Pages 134 through 138, Public Records of Orange County, Florida.

LESS: Begin at the Northwest corner of Tract GC-2, Stoneybrook West Unit 1, according to the plat thereof as recorded in Plat Book 44, Pages 134 through 138, Public Records of Orange County, Florida; thence North 00°12'00" West along the West line of Tract P, said Stoneybrook West Unit 1, for a distance of 158.62 feet; thence leaving said line North 89°48'00" East, 60.05 feet; thence North 64°40'30" East, 90.61 feet; thence South 08°45'55" East, 120.26 feet; thence South 32°53'01" East, 92.88 feet to the North line of said Tract GC-2; thence South 89°48'00" West along said North line, 210.15 feet to the Point of Beginning.

AND LESS: Begin at the Southeast corner of Tract GC-3, Stoneybrook West Unit 1, according to the plat thereof as recorded in Plat Book 44, Pages 134 through 138, Public Records of Orange County, Florida; thence North 00°10'43" West along the East line of said Tract GC-3 for a distance of 126.69 feet; thence leaving said East line North 90°00'00" East, 31.05 feet; thence South 13°21'42" East, 184.54 feet; thence South 63°52'16" West, 42.53 feet to the West line of Tract P, as shown on the aforesaid plat of Stoneybrook West Unit 1; thence North 26°07'44" West along said West line, 79.73 feet to the Point of Beginning.

and

Tract P, Stoneybrook West Unit 2, according to the plat thereof as recorded in Plat Book 46, Pages 55 through 57, Public Records of Orange County, Florida.

LESS: That part of said Tract P described in Official Records Book 6813, Page 4132, Public Records of Orange County, Florida, described as follows: Commence at the Easterly most corner of Lot 13, Block 8, of said Stoneybrook West Unit 2; thence North 40°53'08" West, along the Easterly line of said Lot 13, a distance of 16.33 feet for a Point of Beginning; thence continue North 40°53'08" West, along said Easterly line, a distance of 38.82 feet; thence departing said Easterly line, North 49°06'52" East, a distance of 0.50 feet; thence South 40°53'08" East, a distance of 38.82 feet; thence South 49°06'52" West, a distance of 0.50 feet to said Point of Beginning.

and

Tract P, Stoneybrook West Unit 3, according to the plat thereof as recorded in Plat Book 47, Pages 78 through 80, Public Records of Orange County, Florida.

and

Tract P and Tract P-1, Stoneybrook West Unit 4, according to the plat thereof as recorded in Plat Book 48, Pages 48 through 50, Public Records of Orange County, Florida.

and

Tract P, Tract P-1, Tract GC-IRR and Tract YY, Stoneybrook West Unit 5, according to the plat thereof as recorded in Plat Book 53, Pages 150 through 152, Public Records of Orange County, Florida.

LESS: That part of said Tract P described in Official Records Book 7864, Page 2545, Public Records of Orange County, Florida, described as follows: Begin at the Westernmost corner of Lot 21, Block 6, Stoneybrook West Unit 2, according to the plat thereof as recorded in Plat Book 46, Pages 55 through 57, Public Records of Orange County, Florida, said point also lying on the right-of-way of Black Lake Boulevard; thence along said right-of-way and a curve to the left containing a radius of 50.00 feet, a delta of  $30^{\circ}08'36''$ , an arc length of 26.30 feet, along a chord bearing South  $80^{\circ}57'14''$  West a distance of 25.00 feet; thence departing said right-of-way North  $22^{\circ}03'35''$  East a distance of 93.98 feet; thence North  $67^{\circ}03'35''$  East a distance of 120.97 feet; thence South  $22^{\circ}56'25''$  East a distance of 10.00 feet to a point on the Northerly line of said Lot 21; thence along said Northerly line South  $67^{\circ}03'35''$  West a distance of 127.48 feet; thence South  $06^{\circ}01'31''$  West a distance of 71.66 feet to said right-of-way and the Point of Beginning.

and

Tract P, Stoneybrook West Unit 7, according to the plat thereof as recorded in Plat Book 64, Pages 68 through 71, Public Records of Orange County, Florida.

## EXHIBIT B PERSONAL PROPERTY

The UCC Financing Statement, Form UCC-1, to which this Schedule "A" is attached, covers all of Debtors' right, title and interest in all minerals, soils, crops, timber, landscaping, buildings, structures, betterments, and other improvements of any nature now or hereafter situated in whole or in part upon that certain land described in Exhibit "A" attached hereto and incorporated herein by reference, together with all land subsequently described and included by written modification referencing the Mortgage between the Debtor and Secured Party filed of even date herewith (the "Land") (capitalized terms used herein and not otherwise defined shall have the meaning given to such term in the Mortgage); and as follows:

- A. All of the following (collectively, the "Improvements"): all buildings, improvements and fixtures now or in the future located or to be constructed on the Land; all machinery, appliances, equipment, furniture, fixtures and all other personal property of every kind or nature located in or on, or attached to, or used or to be used in connection with the Land, the buildings, improvements or fixtures located thereon; all building materials and goods procured for use or in connection with the foregoing; and all additions, substitutions and replacements to any of the foregoing;
- B. To the extent assignable, all plans, specifications, architectural renderings, surveys, drawings, soil test reports, any other reports, examinations or analyses of the Land or the Improvements;
- C. All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, mineral rights, water rights and powers, air rights and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Land or Improvements, whether now owned or hereafter acquired by Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, which shall in any way belong, relate or be appurtenant thereto (the "Appurtenances");
- D. All agreements permitting the use or occupancy of the Land and/or Improvements now or hereafter entered into (the "Leases") and all proceeds from the sale of any interest in the Land and/or Improvements, rents, prepayments, security deposits, termination payments, royalties, profits, issues and revenues from the Land and/or Improvements from time to time accruing under the Leases (the "Rents"), reserving to Borrower, however, so long as no "Event of Default" (as defined in Note) has occurred hereunder, the right to receive and apply the Rents in accordance with the terms and conditions of the section of this Mortgage entitled "Leases; Assignment of Rents";
- E. All claims, demands, judgments, insurance proceeds, refunds, reserves, deposits, rights of action, awards of damages, compensation, settlements and other rights to the payment of money hereafter made resulting from or relating to (i) the taking of the Land or the Improvements or any part thereof under the power of eminent domain, (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Land, Property, Improvements or Appurtenances or any part thereof, or (iii) the ownership or operation of the Property;
- F. To the extent assignable, all, permits, certificates, insurance policies (as related to the Land and the Improvements), logos, trademarks, tradenames, copyrights, licenses, approvals, other contracts, purchase and sale agreements, purchase options, entitlements, development rights and authorizations, however characterized, issued or in any way furnished for or for the benefit or the acquisition, construction, development, operation and use of the Land, Improvements and/or Leases, including building permits, environmental certificates, licenses, certificates of operation, warranties, guaranties and Borrower's rights as declarant, developer, owner or otherwise under governing documents or restrictive covenants affecting the Property whether now or hereafter existing;

- G. All accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, goods, and equipment arising from or located on the Land or Improvements and all books and records relating to the foregoing;
- H. All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Appurtenances or any other property described in the preceding granting clauses; and
- I. Any and all after acquired right, title or interest of Borrower in and to any property described in the preceding granting clauses.

Filing # 111459585 E-Filed 08/07/2020 01:37:22 PM

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA

STONEBROOK WEST GC PROPERTY, LLC,  
a Florida limited liability company,

Plaintiff,

v.

CASE NO. 2020-CA-7075-O

LEGENDS GOLF ORLANDO, LLC,  
a Florida limited liability company, *et al.*,

Defendants.

\_\_\_\_\_ /

**SUGGESTION OF BANKRUPTCY**

The Defendant, **LEGENDS GOLF ORLANDO, LLC**, hereby gives notice that it filed a Voluntary Petition under Chapter 11 of the Bankruptcy Code in the **United States Bankruptcy Court, Middle District of Florida, Orlando Division, Case No. 6:20-bk-04460** on August 7, 2020 and suggests that the above-styled action is stayed, effective immediately by operation of 11 U.S.C. § 362(a).

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on all parties entitled to receive electronic service pursuant to Florida's E-Filing Portal, this 7<sup>th</sup> day of August, 2020.

/s/ Aldo G. Bartolone, Jr.  
ALDO G. BARTOLONE, JR.  
Florida Bar No. 173134  
BARTOLONE LAW, PLLC  
1030 N. Orange Ave., Suite 300  
Orlando, Florida 32801  
Telephone: (407) 294-4440  
Facsimile: (407) 287-5544  
E-mail: aldo@bartolonelaw.com  
*Attorney for Debtor*

**8Aii**



## CLARK & ALBAUGH, LLP

SCOTT D. CLARK

November 6, 2020

*Via Certified Mail – Return Receipt Requested*

Legends Golf Orlando LLC  
1700 Legendary Blvd.  
Clermont, FL 34711

**Re: Stoneybrook West Community Development District  
Stormwater Management Ponds Fishing Policy**

Dear Sir or Madam;

This firm represents Stoneybrook West Community Development District (the “District”). It has recently come to the attention of the District that you are selling passes that purport to allow purchasers to fish in the District’s stormwater ponds located on the golf course. The stormwater ponds are the property of the District, and it is not within the golf course ownership’s authority to permit or govern fishing in these ponds. As set forth in the enclosed Resolution No. 2019-3 and Stormwater Management Ponds Fishing Policy adopted thereby, fishing in the said ponds is strictly limited to the District’s residents and their guests. The terms and conditions of such use are established in the District’s rule and cannot be circumvented. Moreover, anyone found violating this policy is to be reported to local law enforcement for trespass.

You are not authorized to allow persons other than the District’s residents and their guests to fish from the District’s ponds in violation of the District’s duly adopted rules. Accordingly, you are hereby instructed to immediately cease selling passes that purport to allow fishing. Also, please



**Legends Golf Orlando LLC**  
**November 6, 2020**  
**Page Two**

be advised that you are not authorized to enter the ponds to harvest golf balls. Should you fail to comply, the District shall take whatever legal action is necessary to enforce its rules.

Please feel free to call if you have any questions.

Very truly yours,

**CLARK & ALBAUGH, LLP**



Scott D. Clark  
For the Firm

SDC/ma  
Cc: Client  
Enclosures

**8C.**

# Stoneybrook West CDD Field Management Report

November 2020

**Ariel Medina** | Field Services Supervisor

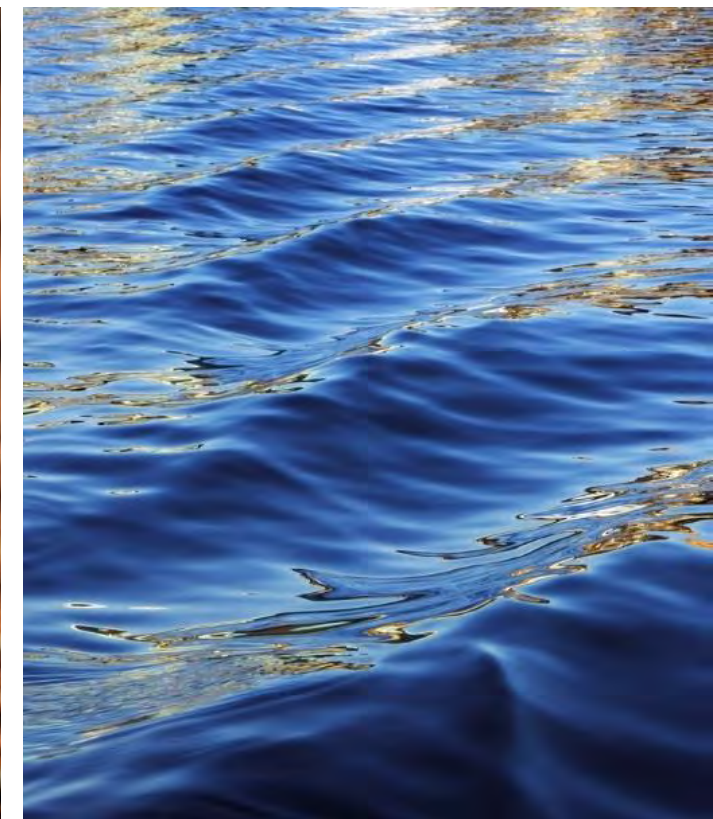


313 Campus Street, Celebration, FL 34747  
(O) 407-566-4122 | (M) 281-831-0139 |  
[www.inframarkims.com](http://www.inframarkims.com)

**FREDDY BLANCO** | Assistant  
Maintenance Manager






313 Campus Street | Celebration, FL 34747  
**Office:** 1.407.566.1935 | **Mobile:**  
1.407.947.2489 | [www.inframarkims.com](http://www.inframarkims.com)



# General Updates

- Meet with contractors monthly and performed a drive through
- Followed up with vendors for special work orders
- Met with Sitex to discuss fountain, midges, and lake matters
- Reviewed and processed invoices on a weekly basis
- Returned phone calls and emails as needed
- Solved resident inquiries made by phone and email
- Performed community light review
- Monitored aerators installation project
- Responded to fountain issues
- Responded to lake issues

# Landscaping Review

<b>Stoney Brook west Landscaping Review</b>					
<b>Issue</b>	<b>Location</b>	<b>Date of Drive thru</b>	<b>Status</b>	<b>Field Manager Comments</b>	<b>Photos</b>
Trimming service	At Black Lion Way.	10/22/2020	<b>Not completed</b>	Trimming service was not completed along the wall	
Mowing service	At Priory Cir.	10/22/2020	<b>Not completed</b>	Mowing service not completed behind the metal fence	
Mowing service	At Balforn Tower Way	10/22/2020	<b>Not completed</b>	Mowing service not completed, After two inspection the issue is still present.	
Trimming service	At Port castle Cir.	10/22/2020	<b>Not completed</b>	Trimming service pending along the skimmer near to the retention pond.	

Mowing service	At Eylewood Dr.	10/22/2020	<b>Not completed</b>	Mowing service not completed	
Edging service	At Port Castle Cir.	10/22/2020	<b>Not completed</b>	The edging service is not complete.	
Mowing service	At Port Castle Cir.	10/22/2020	<b>Not completed</b>	Small section near the lake is overgrown and section was not completed accordingly	

# Sitex Report



# Stoneybrook West CDD



## **Monthly Report**

**Inspection Date: 10/1/2020**

**Prepared For:**

Ariel Medina

Inframark

**Prepared By:**

Brian Fackler

P: 407-402-6536

E: [bfackler@sitexaquatics.com](mailto:bfackler@sitexaquatics.com)

# Monthly Report



## Ponds 6,9



Ponds received treatment for shoreline grasses and invasive species as needed.

## Pond 3,23



Ponds received treatment for shoreline grasses and invasive species as needed. Pond 23 has the fountain from pond 9 and is running properly



## Monthly Report

### Ponds

- 1- Algae and grasses treated
- 2- Algae and grasses treated
- 3- Algae and Grasses treated
- 4- Grasses treated
- 5- Grasses treated
- 6- Duckweed and Grasses treated
- 7- Grasses algae and Duckweed treated
- 8- Grasses treated
- 9- Algae and grasses treated
- 10- Grasses treated
- 11- Algae treated
- 12- Grasses treated
- 13- Algae treated
- 14- Algae treated
- 15- Grasses treated
- 16- Algae and Grasses treated
- 17- Algae treated
- 18- Algae and grasses treated
- 19- Algae and grasses treated
- 20- Grasses treated
- 21- Algae and Grasses treated
- 22- Grasses and Algae Treated
- 23- Algae and grasses treated



# Monthly Report

## **MONTHLY SUMMARY**

We are project for some cooler weather this month, and this will help slow down the algae growth. All ponds were treated for shoreline vegetation and algae as needed. Please don't hesitate to reach out to me or my staff. Have a great day!

Regards  
Brian Fackler  
Field Operations Manager  
Sitex Aquatics Ilc

**STONEYBROOK WEST FOUNTAIN MAINTENANCE**

**OPERATIONS & MAINTENANCE HIGHLIGHT**

**SITEX AQUATICS FOUNTAINS REPORT**



October 2020

**All Fountains were cleaned and made sure that the timers were set and lights were operational**

**POND1-** Fountain inspected and operating properly

**POND3-** 8<sup>th</sup> fountain Breaker and timer were reset.

**POND4-** Fountain inspected and operating properly

**POND7-** Fountain is currently down and will be receiving aerators this month

**POND9-** 10/19 fountain was removed and installed in pond 23

**POND18-** Fountain was struck by lightning and awaiting repair

**POND23-** 10/19 received the fountain from pond 9

**ADDITIONAL NOTES:**

This month we are scheduled for the installation of aerating diffusers on 3 ponds in the community. Please don't hesitate to reach out to my staff or myself if you need anything at all.

Regards

Brian Fackler

Sitex Aquatics LLC.

# Brightview Report

## Brightview Landscape Services

### **Stoney Brook West CDD Pond Mowing Report**

Brightview performed and is scheduled to perform mowing service on the following dates:

- November 4th and 18<sup>th</sup> 2020
- December 2<sup>nd</sup> and 16<sup>th</sup> 2020
- January 6<sup>th</sup> and 20<sup>th</sup> 2021
- February 3<sup>rd</sup> and scheduled for February 17, 2021