

**STONEYBROOK WEST  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MEETING  
FEBRUARY 24, 2021**

Town Center 1201 Black Lake Blvd, Winter Garden, FL

**(In Order to Meet Social Distancing Guidelines- Board Supervisors, District Staff & Maximum  
of 20 Members of General Public will be Allowed to Attend in Person)**

**Virtual Login/Call In**

Meeting URL: <https://us02web.zoom.us/j/88689496961>

Meeting ID: 886 8949 6961

Meeting Password: 201240

Call In Number: (929) 205-6099

## Stoneybrook West Community Development District

### Board of Supervisors

Tom White, Chairman  
George Morgan, Vice Chairman  
Thomas Alexander, Secretary  
Tiffany Acireale  
Jennifer Odom, Assistant Secretary

Kristen Suit, District Manager  
Scott D. Clark, District Counsel  
Mark Vincutonis, District Engineer  
Angel Montagna, Field Manager  
Freddy Blanco, Asst., Field Service Manager

February 17, 2021

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, February 24, 2021 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 2, 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.** Motion to Assign Fund Balance
  - C.** Ratification of Resolution 2021-1 Budget Amendment
  - D.** Ratification of Berger Toombs FY 2020 Audit Engagement Letter
  - E.** Ratification of Chair Authorized Expenses Between Meetings
    - i.** Sitex Proposal – Pond #9 Fountain Removal & Pond #23 Fountain 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
    - iv.** Inframark LLC Work Order – Pond #9 Electric Panel Replacement \$250.00
  - F.** Ratification of Board Meetings Expenses
    - i.** Amazon – Equipment \$459.83 and \$197.39

**8. Staff Reports**

**A. Attorney**

- i.** Memo with Attachments Regarding Legends Golf Status
- ii.** Letter to Legends Golf Regarding Fishing Rules
- iii.** Memo with Attachments Regarding Maintenance Responsibility Related to Westbrook Townhomes Unit 8

**B. District Engineer**

**C. Field Manager's Report**

- i.** Proposal to Replace Fountain in Pond #18 (under separate cover)

**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 February 24, 2021 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, 24th DAY OF FEBRUARY 2021.

\_\_\_\_\_  
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.**

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

*Financial Report*

*January 31, 2021*

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

**Financial Statements**

**(Unaudited)**

**January 31, 2021**

**Balance Sheet**  
January 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>SERIES 2018 A-1 &amp; A-2 FUND</u>	<u>TOTAL</u>
<b><u>ASSETS</u></b>			
Cash - Checking Account	\$ 743,587	\$ -	\$ 743,587
Assessments Receivable	3,944	-	3,944
Due From Other Funds	-	405,309	405,309
Investments:			
Money Market Account	49,522	-	49,522
Reserve Fund (A-1)	-	12,957	12,957
Reserve Fund (A-2)	-	108,350	108,350
Revenue Fund (A-1)	-	3,679	3,679
Deposits	685	-	685
<b>TOTAL ASSETS</b>	<b>\$ 797,738</b>	<b>\$ 530,295</b>	<b>\$ 1,328,033</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 2,611	\$ -	\$ 2,611
Deferred Revenue	3,944	-	3,944
Due To Other Funds	405,309	-	405,309
<b>TOTAL LIABILITIES</b>	<b>411,864</b>	<b>-</b>	<b>411,864</b>
<b><u>FUND BALANCES</u></b>			
<b>Nonspendable:</b>			
Deposits	685	-	685
<b>Restricted for:</b>			
Debt Service	-	530,295	530,295
<b>Assigned to:</b>			
Operating Reserves	63,219	-	63,219
<b>Unassigned:</b>	321,970	-	321,970
<b>TOTAL FUND BALANCES</b>	<b>\$ 385,874</b>	<b>\$ 530,295</b>	<b>\$ 916,169</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 797,738</b>	<b>\$ 530,295</b>	<b>\$ 1,328,033</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 3,000	\$ 1,000	\$ 55	\$ (945)
Interest - Tax Collector	-	-	30	30
Special Assmnts- Tax Collector	455,471	370,714	357,627	(13,087)
Special Assmnts- Delinquent	-	-	2,486	2,486
Special Assmnts- Discounts	(18,219)	(13,369)	(14,317)	(948)
Other Miscellaneous Revenues	-	-	1,330	1,330
<b>TOTAL REVENUES</b>	<b>440,252</b>	<b>358,345</b>	<b>347,211</b>	<b>(11,134)</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	5,000	1,250	-	1,250
FICA Taxes	383	96	-	96
ProfServ-Arbitrage Rebate	600	-	-	-
ProfServ-Dissemination Agent	2,000	2,000	-	2,000
ProfServ-Engineering	7,000	2,333	1,181	1,152
ProfServ-Legal Services	20,000	6,667	7,287	(620)
ProfServ-Mgmt Consulting Serv	46,000	15,333	15,333	-
ProfServ-Property Appraiser	3,747	3,747	3,746	1
ProfServ-Special Assessment	5,150	1,717	1,717	-
ProfServ-Trustee Fees	7,000	2,000	6,734	(4,734)
Auditing Services	5,500	-	-	-
Contract-Website Hosting	3,000	1,000	928	72
Postage and Freight	650	217	129	88
Insurance - General Liability	7,700	7,700	7,500	200
Printing and Binding	2,500	833	67	766
Legal Advertising	1,000	333	-	333
Miscellaneous Services	600	200	280	(80)
Misc-Assessmnt Collection Cost	6,832	-	-	-
Office Supplies	350	117	-	117
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>125,187</b>	<b>45,718</b>	<b>45,077</b>	<b>641</b>



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>Field</b>				
ProfServ-Field Management	15,000	5,000	5,000	-
Contracts-Lake and Wetland	33,240	11,080	11,080	-
Contracts-Fountain	4,200	1,400	1,400	-
Contracts-Landscape	36,565	12,188	12,188	-
Contracts-Pest Control	63,648	21,216	18,736	2,480
Electricity - General	18,000	6,000	3,114	2,886
R&M-Fountain	10,000	3,333	3,210	123
R&M-Other Reserves	100,000	-	-	-
Misc-Contingency	3,817	1,272	983	289
Capital Outlay	30,595	-	22,144	(22,144)
<b>Total Field</b>	<b>315,065</b>	<b>61,489</b>	<b>77,855</b>	<b>(16,366)</b>
<b>TOTAL EXPENDITURES</b>	<b>440,252</b>	<b>107,207</b>	<b>122,932</b>	<b>(15,725)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	251,138	224,279	(26,859)
Net change in fund balance	\$ -	\$ 251,138	\$ 224,279	\$ (26,859)
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>161,595</b>	<b>161,595</b>	<b>161,595</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 161,595</b>	<b>\$ 412,733</b>	<b>\$ 385,874</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 1,000	\$ 333	\$ 3	\$ (330)
Special Assmnts- Tax Collector	529,456	368,394	411,883	43,489
Special Assmnts- Delinquent	-	-	1,062	1,062
Special Assmnts- Discounts	(21,178)	(11,418)	(16,497)	(5,079)
<b>TOTAL REVENUES</b>	<b>509,278</b>	<b>357,309</b>	<b>396,451</b>	<b>39,142</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	7,942	-	-	-
<b>Total Administration</b>	<b>7,942</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement A-1	30,000	-	-	-
Principal Debt Retirement A-2	296,000	-	-	-
Interest Expense Series A-1	21,622	10,811	10,811	-
Interest Expense Series A-2	154,860	77,430	77,430	-
<b>Total Debt Service</b>	<b>502,482</b>	<b>88,241</b>	<b>88,241</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>510,424</b>	<b>88,241</b>	<b>88,241</b>	<b>-</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(1,146)	269,068	308,210	39,142
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(1,146)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(1,146)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (1,146)	\$ 269,068	\$ 308,210	\$ 39,142
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>222,085</b>	<b>222,085</b>	<b>222,085</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 220,939</b>	<b>\$ 491,153</b>	<b>\$ 530,295</b>	

## Notes to the Financial Statements

January 31, 2021

### 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 February.

#### 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 79% collected.
- ▶ The total expenditures are at approximately 28% of the YTD budget.
- ▶ Special Assmnts-Delinquent - Prior year assessments (FY19).
- ▶ Other Misc Revenue - Prior year vendor refund; Sitex Aquatics FY20.
- ▶ Significant variances explained below.

### Variance Analysis

Account Name	YTD Budget	YTD Actual	% of Budget	Explanation
<b>Expenditures</b>				
<b><u>Administrative</u></b>				
ProfServ-Legal Services	\$ 20,000	\$ 7,287	36%	Clark & Albaugh, LLP legal services through January 2021.
ProfServ-Property Appraiser	\$ 3,747	\$ 3,746	100%	Property Appraiser Fee FY21.
ProfServ - Trustee	\$ 7,000	\$ 6,734	96%	US Bank Trustee Fees for Series 2018.
Insurance - General Liability	\$ 7,700	\$ 7,500	97%	General Liability Insurance - FY 21.
Miscellaneous Services	\$ 600	\$ 280	47%	BBVA Account Analysis Fees through January 2021.
Annual District Filing Fee	\$ 175	\$ 175	100%	Paid in full FY21.
<b><u>Field</u></b>				
Capital Outlay	\$ 30,595	\$ 22,144	72%	Sitex Deposits (Pond Projects).

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

**Supporting Schedules**

**January 31, 2021**

**Non-Ad Valorem Special Assessments - Orange County Tax Collector  
(Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2021**

					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				\$ 984,923	\$ 455,466	\$ 529,456
Allocation %				100%	46%	54%
11/09/20	\$ 3,130	\$ 169	\$ -	\$ 3,299	\$ 1,463	\$ 1,835
11/16/20	\$ 13,575	\$ 566	\$ -	\$ 14,141	\$ 6,597	\$ 7,544
11/23/20	\$ 30,810	\$ 1,284	\$ -	\$ 32,094	\$ 14,524	\$ 17,569
12/07/20	\$ 42,377	\$ 5,216	\$ -	\$ 47,593	\$ 19,546	\$ 24,596
12/14/20	\$ 124,217	\$ 2,467	\$ -	\$ 126,684	\$ 59,112	\$ 70,280
12/21/20	\$ 56,632	\$ 919	\$ -	\$ 57,551	\$ 27,213	\$ 31,778
01/11/21	\$ 467,954	\$ 19,496	\$ -	\$ 487,451	\$ 229,171	\$ 258,280
<b>TOTAL</b>	<b>\$ 738,696</b>	<b>\$ 30,116</b>	<b>\$ -</b>	<b>\$ 768,812</b>	<b>\$ 357,627</b>	<b>\$ 411,883</b>
% COLLECTED					78.06%	77.79%
<b>TOTAL OUTSTANDING</b>				<b>\$ 216,110</b>	<b>\$ 97,839</b>	<b>\$ 117,573</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**  
**January 31, 2021**

**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	\$	743,587
			<b>Subtotal</b>	\$	743,587
Money Market Account	BankUnited	n/a	0.30%	\$	49,522
			<b>Subtotal</b>	\$	49,522

**DEBT SERVICE FUND**

<u>Description</u>	<u>Bank Name</u>	<u>Maturity</u>	<u>Yield</u>		<u>Balance</u>
<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 Reserve Fund</b>					
Fidelity Institutional Prime MA Portfolio	US Bank	n/a	0.02%	\$	108,350
<b>Series 2018 A-1 Revenue Account</b>					
Fidelity Institutional Prime MA Portfolio	US Bank	n/a	0.02%	\$	3,679
			<b>Subtotal</b>	\$	124,986
			<b>Total</b>	\$	918,096

# Stoneybrook West CDD

## Bank Reconciliation

Bank Account No. 0948 BBVA Compass Checking GF  
Statement No. 01-21  
Statement Date 1/31/2021

G/L Balance (LCY)	743,587.01	Statement Balance	757,730.11
G/L Balance	743,587.01	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	757,730.11
Subtotal	743,587.01	Outstanding Checks	14,143.10
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	743,587.01	Ending Balance	743,587.01
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
1/25/2021	Payment	3016	INFRAMARK, LLC	5,546.00	0.00	5,546.00
1/28/2021	Payment	3017	BRIGHTVIEW LANDSCAPE SVC, INC	3,047.10	0.00	3,047.10
1/28/2021	Payment	3018	SITEX AQUATICS	5,550.00	0.00	5,550.00
<b>Total Outstanding Checks.....</b>				<b>14,143.10</b>		<b>14,143.10</b>

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

**CHECK REGISTER**

**10/01/20-01/31/21**



## STONEBROOK WEST COMMUNITY DEVELOPMENT DISTRICT

### Payment Register by Fund For the Period from 10/1/2020 to 1/31/2021 (Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	125	11/19/20	STONEBROOK WEST CDD	110420 0948	TRFR FROM BUMMA TO BBVAS OPERATING	Due From Other Funds	131000	\$25,000.00
001	2982	10/08/20	CLARK & ALBAUGH, LLP	17184	GEN MATTERS THRU SEPT 2020	ProfServ-Legal Services	531023-51401	\$141.50
001	2983	10/08/20	FEDEX	7-122-99994	SEP POSTAGE	Postage and Freight	541006-51301	\$20.36
001	2984	10/08/20	PUBLIC RISK INS AGENCY	69983	POLICY RENEW 10/1/20-10/1/21	Insurance - General Liability	545002-51301	\$7,000.00
001	2985	10/08/20	BRIGHTVIEW LANDSCAPE SVC, INC	6971271	SEPT LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$3,047.10
001	2986	10/08/20	HOME DEPOT	092120-8825		Misc-Contingency	549900-53901	\$47.07
001	2987	10/08/20	INNERSYNC STUDIO, LTD	18974	WEBSITE/COMPLIANCE SVCS	Miscellaneous Services	549001-51301	\$388.13
001	2988	10/08/20	SITEX AQUATICS	4057B	QRTLY STORM DRAIN STCTR INSPCTN/CLNG	Contracts-Lake and Wetland	534021-53901	\$670.00
001	2988	10/08/20	SITEX AQUATICS	4036B	LAKE MAINT/MIDGE FLY CNTROL	Contracts-Lake and Wetland	534021-53901	\$2,770.00
001	2988	10/08/20	SITEX AQUATICS	4036B	LAKE MAINT/MIDGE FLY CNTROL	Contracts-Pest Control	534125-53901	\$2,080.00
001	2988	10/08/20	SITEX AQUATICS	4058B	QRTLY FOUNTAIN MAINT	Contracts-Fountain	534023-53901	\$700.00
001	2988	10/08/20	SITEX AQUATICS	4060B	DEPOSIT POND 4 & 7	Contracts-Lake and Wetland	534021-53901	\$7,648.75
001	2989	10/15/20	PUBLIC RISK INS AGENCY	70047	POLICY RENEW 10/1/2019-10/1/2021	Insurance - General Liability	545002-51301	\$500.00
001	2990	10/22/20	DEPT OF ECONOMIC OPPORTUNITY	82746	FY 2021 DISTRICT FEES	Annual District Filing Fee	554007-51301	\$175.00
001	2991	10/22/20	ORLANDO SENTINEL	0225547990000	NOTICE OF MEETING 9/17/20	Legal Advertising	548002-51301	\$286.25
001	2992	10/22/20	HANSON WALTER & ASSOCIATES, INC	5275341	ENGG SVCS THRU SEPT 2020	ProfServ-Engineering	531013-51501	\$125.00
001	2993	10/29/20	INFRAMARK, LLC	56525	OCT MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,833.33
001	2993	10/29/20	INFRAMARK, LLC	56525	OCT MGMT FEES	ProfServ-Special Assessment	531038-51301	\$429.17
001	2993	10/29/20	INFRAMARK, LLC	56525	OCT MGMT FEES	ProfServ-Field Management	531016-53901	\$1,250.00
001	2993	10/29/20	INFRAMARK, LLC	56525	OCT MGMT FEES	Postage and Freight	541006-51301	\$3.00
001	2993	10/29/20	INFRAMARK, LLC	56525	OCT MGMT FEES	Printing and Binding	547001-51301	\$1.15
001	2994	10/29/20	OMAR ORTIZ MORALES	000068	ELECTRIC STRT UP SVC FOR PUMP	R&M-Fountain	546032-53901	\$550.00
001	2995	11/04/20	BRIGHTVIEW LANDSCAPE SVC, INC	7015774	OCT LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$3,047.10
001	2996	11/04/20	SITEX AQUATICS	4066B	FOUNTAIN MAINT	R&M-Fountain	546032-53901	\$1,330.00
001	2996	11/04/20	SITEX AQUATICS	4137B	LAKE/MIDGE MAINT	Contracts-Lake and Wetland	534021-53901	\$2,770.00
001	2996	11/04/20	SITEX AQUATICS	4137B	LAKE/MIDGE MAINT	Contracts-Pest Control	534125-53901	\$2,080.00
001	2996	11/04/20	SITEX AQUATICS	4169B	FOUNTAIN MAINT	R&M-Fountain	546032-53901	\$1,330.00
001	2996	11/04/20	SITEX AQUATICS	4159B	MIDGE MOSQUITO CONTROL	Contracts-Pest Control	534125-53901	\$3,720.00
001	2997	11/19/20	CLARK & ALBAUGH, LLP	17229	GEN MATTERS THRU OCT 2020	ProfServ-Legal Services	531023-51401	\$1,054.50
001	2998	12/03/20	FEDEX	7-184-27349	NOV POSTAGE	Postage and Freight	541006-51301	\$116.52
001	2999	12/03/20	INFRAMARK, LLC	57427	NOV MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,833.33
001	2999	12/03/20	INFRAMARK, LLC	57427	NOV MGMT FEES	ProfServ-Special Assessment	531038-51301	\$429.17
001	2999	12/03/20	INFRAMARK, LLC	57427	NOV MGMT FEES	ProfServ-Field Management	531016-53901	\$1,250.00
001	2999	12/03/20	INFRAMARK, LLC	57427	NOV MGMT FEES	Printing and Binding	547001-51301	\$0.40
001	2999	12/03/20	INFRAMARK, LLC	57427	NOV MGMT FEES	Postage and Freight	541006-51301	\$6.00
001	3000	12/03/20	BRIGHTVIEW LANDSCAPE SVC, INC	7087858	NOV LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$3,047.10
001	3001	12/03/20	SOLITUDE LAKE MGMT	PI-A0036592	JAN FEB & MARCH LAKE/POND MGMT	Contracts-Fountain	534023-53901	\$1,959.00
001	3002	12/03/20	SITEX AQUATICS	4240B	NOV LAKE/MIDGE FLY SVCS	Contracts-Lake and Wetland	534021-53901	\$2,770.00
001	3002	12/03/20	SITEX AQUATICS	4240B	NOV LAKE/MIDGE FLY SVCS	Contracts-Pest Control	534125-53901	\$2,080.00
001	3002	12/03/20	SITEX AQUATICS	4263B	BI MONTHLY FOUNTAIN MAINT	Contracts-Fountain	534023-53901	\$700.00
001	3002	12/03/20	SITEX AQUATICS	4265B	NOV MIDGE/MOSQUITO CONTROL	Contracts-Pest Control	534125-53901	\$2,976.00
001	3003	12/10/20	CLARK & ALBAUGH, LLP	17260	GEN MATTERS THRU NOV 2020	ProfServ-Legal Services	531023-51401	\$2,922.40

# **STONEBROOK WEST COMMUNITY DEVELOPMENT DISTRICT**

## **Payment Register by Fund For the Period from 10/1/2020 to 1/31/2021 (Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	3004	12/10/20	SITEX AQUATICS	4266B	CAPITAL PROJECTS	Capital Outlay	564043-53901	\$14,495.25
001	3005	12/16/20	US BANK	5948360	TRUSTEE FEES 1/1-10/31/21	ProfServ-Trustee Fees	531045-51301	\$915.63
001	3005	12/16/20	US BANK	5948360	TRUSTEE FEES 1/1-10/31/21	ProfServ-Trustee Fees	531045-51301	\$3,125.00
001	3005	12/16/20	US BANK	5948853	TRUSTEE FEES 11/1-10/31/21	ProfServ-Trustee Fees	531045-51301	\$610.41
001	3005	12/16/20	US BANK	5948853	TRUSTEE FEES 11/1-10/31/21	ProfServ-Trustee Fees	531045-51301	\$2,083.34
001	3006	12/16/20	HANSON WALTER & ASSOCIATES, INC	5276050	ENGG SVCS THRU NOV 2020	ProfServ-Engineering	531013-51501	\$112.50
001	3007	12/22/20	RICK SINGH	1474	NON AD VAL ASSESSMENT ADMIN FEE	ProfServ-Property Appraiser	531035-51301	\$3,746.00
001	3008	12/22/20	BRIGHTVIEW LANDSCAPE SVC, INC	7115184	DEC LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$3,047.10
001	3009	12/22/20	SITEX AQUATICS	4337B	LAKE/MIDGE FLY SVCS	Contracts-Lake and Wetland	534021-53901	\$2,770.00
001	3009	12/22/20	SITEX AQUATICS	4337B	LAKE/MIDGE FLY SVCS	Contracts-Pest Control	534125-53901	\$2,080.00
001	3009	12/22/20	SITEX AQUATICS	4362B	QUARTERLY STORM DRAIN CLEANING	Capital Outlay	564043-53901	\$670.00
001	3010	01/07/21	CLARK & ALBAUGH, LLP	17298	GEN MATTERS THRU DEC 2020	ProfServ-Legal Services	531023-51401	\$2,798.50
001	3011	01/07/21	INNERSYNC STUDIO, LTD	19161	WEB HOSTING/COMPLIANCE SVCS	Contracts-Website Hosting	534384-51301	\$388.13
001	3012	01/12/21	INFRAMARK, LLC	58580	DEC MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,833.33
001	3012	01/12/21	INFRAMARK, LLC	58580	DEC MGMT FEES	ProfServ-Special Assessment	531038-51301	\$429.17
001	3012	01/12/21	INFRAMARK, LLC	58580	DEC MGMT FEES	ProfServ-Field Management	531016-53901	\$1,250.00
001	3012	01/12/21	INFRAMARK, LLC	58580	DEC MGMT FEES	Postage and Freight	541006-51301	\$1.50
001	3012	01/12/21	INFRAMARK, LLC	58580	DEC MGMT FEES	Printing and Binding	547001-51301	\$33.89
001	3012	01/12/21	INFRAMARK, LLC	58580	DEC MGMT FEES	Contracts-Website Hosting	534384-51301	\$151.52
001	3012	01/12/21	INFRAMARK, LLC	58580	DEC MGMT FEES	ELECTRICAL CONTROL PANEL LAKE # 9	549900-53901	\$250.00
001	3012	01/12/21	INFRAMARK, LLC	58580	DEC MGMT FEES	COVER CAP FOR DRAIN PIPE	549900-53901	\$16.42
001	3013	01/19/21	HOME DEPOT	122120-8825	NOV PURCHASES	Misc-Contingency	549900-53901	\$46.97
001	3014	01/19/21	HANSON WALTER & ASSOCIATES, INC	5276450	ENGG SVCS THRU DEC 2020	ProfServ-Engineering	531013-51501	\$1,068.75
001	3015	01/19/21	SITEX AQUATICS	4469B	DEC MIDGE/MOSQUITO CONTROL	Contracts-Pest Control	534125-53901	\$3,720.00
001	3016	01/25/21	INFRAMARK, LLC	59516	JAN 2021 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,833.33
001	3016	01/25/21	INFRAMARK, LLC	59516	JAN 2021 MGMT FEES	ProfServ-Special Assessment	531038-51301	\$429.17
001	3016	01/25/21	INFRAMARK, LLC	59516	JAN 2021 MGMT FEES	ProfServ-Field Management	531016-53901	\$1,250.00
001	3016	01/25/21	INFRAMARK, LLC	59516	JAN 2021 MGMT FEES	Postage and Freight	541006-51301	\$2.00
001	3016	01/25/21	INFRAMARK, LLC	59516	JAN 2021 MGMT FEES	Printing and Binding	547001-51301	\$31.50
001	3017	01/28/21	BRIGHTVIEW LANDSCAPE SVC, INC	7156813	JAN 2021 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$3,047.10
001	3018	01/28/21	SITEX AQUATICS	4441B	JAN 2021 LAKE MAINT/MIDGE FLY	Contracts-Lake and Wetland	534021-53901	\$2,770.00
001	3018	01/28/21	SITEX AQUATICS	4441B	JAN 2021 LAKE MAINT/MIDGE FLY	Contracts-Pest Control	534125-53901	\$2,080.00
001	3018	01/28/21	SITEX AQUATICS	4468B	JAN 2021 FOUNTAIN MAINT	Contracts-Fountain	534023-53901	\$700.00
001	DD180	10/08/20	DUKE ENERGY	091620 ACH	BILL PRD 8/17-9/16/20	Electricity - General	543006-53901	\$567.05
001	DD181	10/19/20	DUKE ENERGY	093020 ACH	BILL PRD 8/25-9/25/20	Electricity - General	543006-53901	\$467.22
001	DD182	11/17/20	DUKE ENERGY	101520 ACH	BILL PRD 9/16-10/15/20	Electricity - General	543006-53901	\$534.19
001	DD183	11/17/20	DUKE ENERGY	102320 ACH	BILL PRD 9/25-10/26/20	Electricity - General	543006-53901	\$465.77
001	DD184	12/16/20	DUKE ENERGY	111320 ACH	BILL PRD 10/15-11/13/20	Electricity - General	543006-53901	\$259.14
001	DD185	12/16/20	DUKE ENERGY	112420 ACH	BILL PRD 10/26-11/23/20	Electricity - General	543006-53901	\$225.58
001	DD186	01/06/21	DUKE ENERGY	121520 ACH	BILL PRD 11/13-12/15/20	Electricity - General	543006-53901	\$351.89
001	DD187	01/19/21	DUKE ENERGY	122320 ACH	BILL PRD 11/23-12/23/20	Electricity - General	543006-53901	\$336.51
<b>Fund Total</b>								<b>\$159,081.19</b>
<b>Total Checks Paid</b>								<b>\$159,081.19</b>

**7B**

**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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**7C.**

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: Thomas White  
Chairman/Vice Chairman

11-17-20

Attest:

By: Brandon Sult  
Secretary

**STONEYBROOK WEST**  
 Community Development District

**General Fund**

**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

**STONEYBROOK WEST**  
Community Development District

**General Fund**

**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
Total Field	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>



**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

Member AICPA

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Private Companies practice Section

Member FICPA



Berger, Toombs, Elam,  
Caines & Frank  
Certified Public Accountants P.L.L.C.

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



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants P.L.

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.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants P.L.L.C.

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.



Stoneybrook West Community Development District  
August 14, 2020  
Page 7

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:

*Thomas C. White, CHAIRMAN*

November 17, 2020





Judson B. Baggett  
MBA, CPA, CVA, Partner  
Marci Reutimann  
CPA, Partner

6815 Dairy Road  
Zephyrhills, FL 33542  
(813) 788-2155  
(813) 782-8606

## 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.S. 181-813-2155 [www.baggett-reutimann.com](http://www.baggett-reutimann.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**

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

**Title: Director**

**Date: August 14, 2020**



**District: Stoneybrook West CDD**

**By: Thomas White**

**Title: CHAIRMAN**

**Date: 8-17-20**

**7Ei**



Thomas (White)  
Chambers



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


 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.

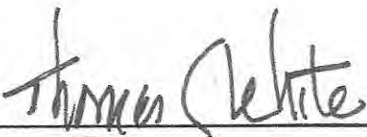
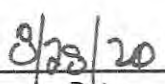
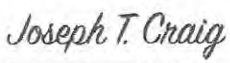
## Insurance

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
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**7Eii**





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

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.

**7Eiii**



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.

**7E.iv**



# WORK

**Inframark, LLC**

313 Campus Street, Celebration, FL 34747

Phone: 281-831-0139

**Date** 11/24/2020

**Quotation #** W00771005

**Customer ID** SBWCDD

**Quotation For**

Stoneybrook West CDD

**Quotation valid until:** 12/24/2020

**Prepared by:** Ariel Medina

Proposal to replace electrical control panel for pond #9

Quantity	Description	Unit Price	Taxable?	Amount
1	Replace electrical control panel for lake #9	\$ 250.00	No	\$ 250.00
	Quote includes labor and materials.			

**Full payment due within 30 days of finalizing project.**

If you have any questions concerning this quotation, please contact: Ariel Medina

[ariel.medina@inframark.com](mailto:ariel.medina@inframark.com)

281-831-0139

Subtotal	\$ 250.00
Tax Rate	0.00%
Sales Tax	\$ -
Other	
<b>TOTAL</b>	<b>\$ 250.00</b>

Thank you for your business!

**7Fi.**

**Details for Order #114-0525106-0705031****Order Placed:** January 20, 2021**Amazon.com order number:** 114-0525106-0705031**Order Total:** \$459.83**Items Ordered****Price**

1 of: *Gaffers Tape - 2 Inch by 40 Yards in Black - Get 33% More! High End Professional Grade - Gaffer Tape is The Perfect Alternative to Duct Tape, Electrical Tape, and Other Adhesives* \$12.99

Sold by: Pro Depot Company ([seller profile](#))

Condition: New

4 of: *Moukey 2 Packs Table Microphone Stand, Desktop Tabletop Desk Mic Stand with Non-slip Mic Clip for Blue Yeti Snowball -MMS-2* \$22.88

Sold by: Moukey ([seller profile](#))

Condition: New

1 of: *Amazon Basics Tripod Boom Microphone Stand* \$17.54

Sold by: Amazon.com Services LLC

Condition: New

3 of: *Behringer Ultravoice XM1800S Dynamic Cardioid Vocal and Instrument Microphones, Set of 3,Black* \$39.00

Sold by: Amazon.com Services LLC

Condition: New

2 of: *Cmple USB 2.0 Male to Male Cable High-Speed USB 2.0 A to A Extension Cable for Data Transfer - 10 Feet, Black* \$6.49

Sold by: Cmple com ([seller profile](#))

Condition: New

1 of: *Woods 4907 Extension Cord Reel with 4-Outlets 16/3 SJTW and 12A Circuit Breaker, 25-Foot* \$16.97

Sold by: Amazon.com Services LLC

Condition: New

1 of: *Phone Tripod, 51" Extendable Travel Lightweight Tripod Stand with Carrying Bag, Universal Tripod with Bluetooth Remote, Cell Phone Mount for Phone Xs/Xs Max/Xr/X/8/8 Plus/Samsung/Huawei Phone,Camera* \$23.95

Sold by: WobrikoseeDirect ([seller profile](#))

Condition: New

1 of: *Wide Angle Webcam,120 Degree View Video Conference Distance Learning Remote Teaching Camera, Full HD 1080P Live Streaming Web Cam with Built-in Microphone for Mac, PC, Laptop, Desktop* \$57.99

Sold by: AURORAS ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

3 of: *Moukey 25ft XLR 25 Feet Microphone Male to Female Mic Cables Cord, Black 3-Pack* \$26.99

Sold by: Moukey ([seller profile](#))

Condition: New

**Shipping Speed:**  
Standard Shipping

### Payment information

**Payment Method:**  
MasterCard |

Item(s) Subtotal: \$431.91  
Shipping & Handling: \$27.92

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Total before tax: \$459.83

Estimated tax to be collected: \$0.00

-----

**Grand Total: \$459.83**



**Details for Order #114-8267703-7133825****Order Placed:** January 20, 2021**Amazon.com order number:** 114-8267703-7133825**Order Total: \$197.39****Items Ordered****Price**

1 of: *12-Channel Bluetooth Studio Audio Mixer - DJ Sound Controller Interface w/ USB Drive for PC Recording Input, RCA, XLR Microphone Jack, 48V Power, For Professional and Beginners-Pyle PMXU128BT, Black* \$197.39  
Sold by: VM Express ([seller profile](#))

Condition: New

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

MasterCard |

Item(s) Subtotal: \$197.39

Shipping &amp; Handling: \$0.00

-----

Total before tax: \$197.39

Estimated tax to be collected: \$0.00

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**Grand Total: \$197.39**

## **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

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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 Narcoosee Road, #102, Orlando, Florida 32832.

For and inconsideration 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

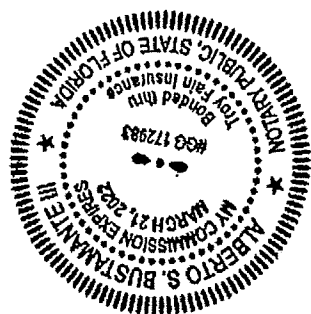
By: [Signature]  
Name: W. JACK DAVIS  
Its: Manager

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 &amp; 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 #  
201901853491b. ☒ 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; Also give new name (if name change) in item 9a or 9b and/or new address (if address change) in item 9c.
 ☐ **DELETE** name: Give record name to be deleted in item 8a or 8b.
 ☐ **ADD** name: Complete item 9a or 9b, and 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 collateral11. 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").

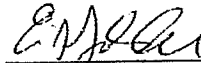
E) The relief sought by the Plaintiff is to foreclose on that certain Purchase Money Mortgage, Assignment of Rents and Leases and Security Agreement dated March 26, 2019, recorded in the Public Records of Orange County, Florida on March 28, 2019 at Doc #20190185348, as subsequently modified and/or amended 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

**8Aiii.**



# CLARK & ALBAUGH, LLP

Scott D. Clark, Esq.

## MEMORANDUM

From: Clark & Albaugh, LLP, District Counsel

To: Stoneybrook West CDD (“District”) Board of Supervisors

Date: November 4, 2020

Subject: Maintenance responsibilities related to Unit 8 (Westbrook Townhomes)

---

### I. Background

During the budget meeting in August, 2020, certain questions were raised regarding maintenance assessments on Stoneybrook West Unit 8. Questions included concerns about the rate of assessment between various product types and an assertion that Unit 8 does not receive any of the benefit enjoyed by other properties related to the stormwater system. The latter issue arises from the fact the Unit 8 has its own internal stormwater ponds that are owned by and maintained by the Unit 8 HOA.

### II. Discussion

The CDD owns and is the permitted maintenance entity for the master stormwater system that serves Stoneybrook West.

Section 7.2 of the Declaration for Stoneybrook West provides:



Stoneybrook West CDD.  
November 4, 2020  
Page 2 of 2

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**The CDD shall be responsible for operation and maintenance of the Surface Water Management System provided that each Owner shall maintain any portions of the Surface Water Management System situated on such Owner's Lot, Tract or Parcel. Each Owner also shall be responsible for the normal and day to day maintenance of any land areas which lie adjacent to and outside of such Owner's Lot, Tract or Parcel to the water's edge of an abutting lake, pond or other body of water. Further, the Owner of the Club Property shall be responsible for, and shall have the full right and authority for, the normal and day to day maintenance of any land areas which lie adjacent to and outside of the Club Property to the water's edge of an abutting lake, pond or other body of water. Such maintenance by the Owners of all Lots, Tracts, Parcels and the Club Property shall include routine mowing, weeding and cleaning.**

The master stormwater system includes Ponds GC-2 and GC-3, which are owned and operated by the CDD. While the Westbrook HOA system includes some internal ponds, those ponds are in addition to the master stormwater system and do not take the place of them. Because of the higher density of development in Unit 8, the internal ponds were required. Plat Note 5 calls for these internal drainage areas to be maintained by the HOA. However, those ponds have outfall drainage to Tract GC-3 through Tracts C and D of the Unit 8 plat and to Tract GC-2 through a drainage easement between lots 102 and 103. Thus, the master stormwater system ultimately receives and treats all of the stormwater outfall from Unit 8 the same as it does for other properties in Stoneybrook West. The benefit is the same. A copy of the plat with highlights is attached.

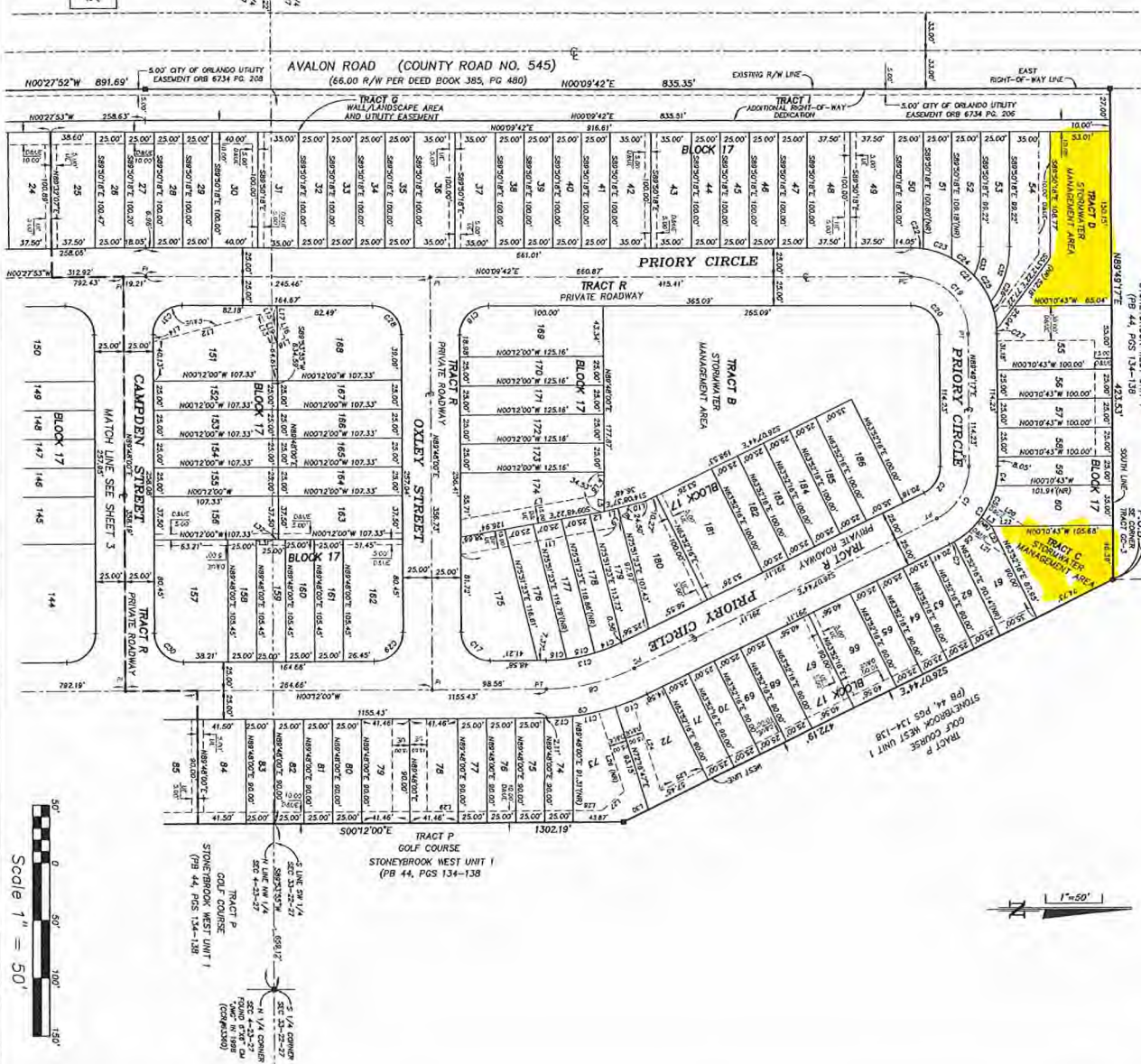
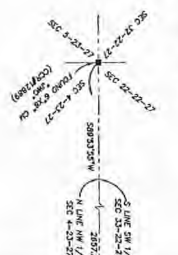
The current assessment roll for the maintenance dates back to a public hearing on July 31, 2008, at which the Board of Supervisors considered and adopted a methodology. That methodology was amended at the recent budget cycle in order to provide funds for necessary maintenance projects. A copy of the minutes of that meeting is attached.





— DENOTES PERMANENT REFERENCE MONUMENT **FLB 68** (4"x4" CHARACTERS)  
UNLESS OTHERWISE NOTED  
PER CHAPTER 177, FLORIDA STATUTES.

— DENOTES PERMANENT CONTROL POINT **FLB 68** (NAIL & DISC)  
UNLESS OTHERWISE NOTED  
PER CHAPTER 177, FLORIDA STATUTES.



NOTICE: This plot, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will, in no circumstances, be supplemented in authority by any other graphic or digital form of the plot. There may be additional restrictions that are not recorded on this plot that may be found in the public records of this county.

**DONALD W. MCINTOSH ASSOCIATES, INC.**  
**ENGINEERS PLANNERS SURVEYORS**  
 2200 PARK AVENUE NORTH, SUITE 400, FLORIDA 32708  
 (407) 844-0200

Printed: Tue 03-Jul-2007 - 08:26AM  
 File: D:\8834315\STONEYBROOK\_NEST\ZEPHYRUS\STONEYBROOK\_NEST\_1811\_12.d



NUMBER	BEARING	DISTANCE
L1	N00°12'00"W	5.40'
L2	S44°21'07"E	21.53'
L3	S44°21'07"E	9.99'
L4	N89°48'00"E	21.96'
L5	N00°27'53"W	11.23'

[illegible]

### LEGEND

LINE NUMBER (SEE LINE TABLE)  
CURVE NUMBER (SEE CURVE TABLE)

CENTRAL ANGLE  
 RADIUS  
 ARC LENGTH  
 CHORD OF ARC

CHURCH BEARING  
CERTIFIED CORNER RECORD  
CENTERLINE

CONCRETE MONUMENT  
NORTHEAST  
SOUTHEAST

SOUTH  
NORTH

NW	NORTHWEST
SEC	SECTION
R&R	OFFICIAL RECORDS BOOK

POINT OF INTERSECTION  
DRAINAGE EASEMENT  
DE

**DRAINAGE AND UTILITY EASEMENT**  
**UTILITY EASEMENT**  
**LICENSED BUSINESS**

NR	NON-RADIAL
NT	NON-TANGENT

(R) RADIAL  
P.O.B. POINT OF BEGINNING  
PB PLAT BOOK

PG	PAGE
PGS	PAGES
PG	POINT OF CURVATURE

PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PCP	POINT OF PERFECT CURVATURE

P/R	POINT OF REVERSE CURVA/ONE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY

4-23-27 SECTION, TOWNSHIP, RANGE  
JMC JONES WOODS AND GENTRY

DENOTES PERMANENT REFERENCE MO  
 UNLESS OTHERWISE NOTED  
 REP CHAPTER 172, FLORIDA STATUTE

1 DENOTES PERMANENT CONTROL POINT

UNLESS OTHERWISE NOTED  
PER CHAPTER 177, FLORIDA STATUTES

NOTE: This plot, as recorded in its graphic form, is

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**DONALD W. MCINTOSH ASSOCIATES**

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7. <https://doi.org/10.1016/j.joule.2020.100280> (2020).

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**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 Thursday, July 31, 2008 at 6:00 p.m. at the Town Center, 1201 Black Lake Boulevard, Winter Garden, Florida.

Present were:

Stefanie Vaught  
Hector Clemente  
James Cohen

Chairman  
Vice Chairman  
Assistant Secretary

Also present were:

Gary L. Moyer  
Scott Clark  
Dave Kelly  
John Florio  
Randy Miller  
Doug Vaught  
Resident

Moyer Management Group  
Attorney  
Engineer  
Engineer  
Community Manager  
HOA President

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Moyer called the meeting to order. The record will reflect we have Ms. Vaught, Mr. Clemente and Mr. Cohen present constituting a quorum of the Board.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the July 2, 2008 Meeting**

Mr. Moyer stated each Board member received a copy of the minutes of the July 2, 2008 meeting and requested any additions, corrections or deletions.

On MOTION by Mr. Clemente seconded by Mr. Cohen with all in favor the minutes of the July 2, 2008 meeting were approved.
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**THIRD ORDER OF BUSINESS**

**Public Hearing to Consider Resolution 2008-7 Adopting the Budget for Fiscal Year 2009 and Resolution 2008-8 Levy of Non Ad Valorem Assessments**

July 31, 2008

Stoneybrook West CDD

Mr. Moyer stated item number three is the public hearing to consider the adoption of the District's budget for fiscal year 2009 which will start on October 1. The budget that was in your agenda package overstated or double counted some of the expenses so if you do not mind working off of the one that I handed out to you I will go through this. I have copies back there as well. In the way of introduction this will be the first year the District will levy a non ad valorem assessment on the tax roll for administrative expenses; in prior years the funding of the District came through the HOA both for Stoneybrook West and Stone Creek and there was an allocation that was made by Lennar a long time ago that Stone Creek would pay 23% of the District's administrative cost. I tried to reproduce that number just to be able to tell the Board the logic of how they came up with that and it looks like it was primarily based on units. This gets you close to the 23% with some rounding so I thought that was still a fair approach and was historical so I did not change it. We took the \$87,617 of administrative expenses and allocated that based upon that percentage, 23% Stone Creek and the balance went to Stoneybrook West. In addition to that the HOA has also provided a recommended budget for certain expenses they thought should be put in this District's budget with the understanding the HOAs will contract with the District and they will oversee the work that is done on behalf of the District. In other words we really do not change anything other than the District now will be collecting the amounts of money that are shown there as part of our non ad valorem assessment. They provided backup for those expenses to me and I have included those in the budget. The long and the short of that is you take all of that and put it together and you do an allocation based on units. You may recall that at our July 2 meeting we talked about whether the pond should be done on acreage or whether we should put it all in one pot and divide it by the number of units and the Board directed that is the approach we wanted to follow. When you follow that methodology you end up with the Stoneybrook West units paying \$132.55 and the Stone Creek HOA people paying \$83.27.

Mr. Vaught stated I do not see on here what is for the townhomes.

Mr. Moyer stated the townhomes are in the numbers that I divided into the overall budget. 186 townhomes were factored into that. Stoneybrook West is 1,412 units and then Stone Creek is 462. Those numbers came straight off of the assessment reports we used when we refinanced the bonds.

Mr. Vaught asked what rate did the townhomes pay?

Mr. Moyer responded the same rate as Stoneybrook West.

July 31, 2008

Stoneybrook West CDD

Ms. Vaught stated my only concern on the budget and I do not want you to have to redraft it in total but as these are expenses, when we talk about the budget in relation to the bond financing if someone does not make their bond payment it does not effect the services in the area and I think we have to put in something for that because if this money does not come in the bills will still continue to come in and we better have the funding to do that. I do not know what the rate of collection is on the tax rolls.

Mr. Moyer stated it is usually very good. Through the end of June we were at 95% collection. I can tell you as bad as this year has been on all of my Central Florida districts the collections have been above 95% and I was glad to see that.

Ms. Vaught stated that was part of the reason to move it off of the HOA because they do not pay the HOA as quickly as they pay the tax.

Mr. Moyer stated here is what generally happens in a developed community and Mr. Clark can add to this. If you have large parcels of land that are undeveloped you run the risk of someone not buying a tax certificate but when you are looking at a \$300,000 house and you can buy a tax certificate paying 18% most of these certificates will sell. It was sort of an anomaly this year because Osceola County actually had two tax certificate sales, one in June as they are required to do and the ones that did not sell in June they are going to have a certificate sale in August. But having said that even in some projects that I would say were more challenged all those tax certificates sold.

Ms. Vaught asked so you do not have any concern about the availability of cash flow?

Mr. Moyer responded I do not. We do have a little carry over surplus that we anticipate will be about \$44,000 but we started the year with \$30,000 in the bank and that is going to be necessary now because we have October and November in which we basically do not have any revenue. There is enough money there to fund the normal operations of the District. I would imagine the HOA will start looking to the District to fund its portion of this budget in January because they probably collected enough money or will try to collect enough money through January.

Ms. Vaught stated their budget is through January so they should be fine. We talked about moving the proceeds from a portion of the bond into a reserve; that is going to be a balance sheet, so do not worry about it in the budget.

July 31, 2008

Stoneybrook West CDD

Mr. Moyer stated actually there will be money and I do have the requisition that Mr. Florio prepared and we will ask the Board to sign this in the amount of \$161,512. That will go to the general fund, but because it is earmarked for capital we can use it for reconstruction and things like that, but we cannot use this money for general overhead.

Ms. Vaught stated I just did not see it anywhere, but that is fine.

Mr. Clemente asked since some of that money is going to go directly to our non ad valorem tax, how is it going to reflect on the HOA fees and yearly fees; is there going to be a reduction?

Mr. Miller responded I cannot comment on that until we have our meeting. The first meeting is in the beginning of August and we hope we will have a reduction because of this.

Mr. Moyer stated I do not remember if I gave this to the Board but I did make copies to distribute. This is what I received from Mr. Miller and from Stone Creek. It shows what they anticipate using that money for. The first page is a lot of number gibberish but is basically how I came up with these allocations that went between Stone Creek and Stoneybrook West. The next two pages are what the HOAs are recommending we collect on their behalf to use for items related to stormwater management.

Ms. Vaught stated so less than 10% of the budget is what we are allocating.

Mr. Moyer stated yes, on the HOA total budget it is less than 10%.

Ms. Vaught stated so with the bond refinancing the savings are significant

Mr. Moyer stated for the 40' lots it is \$38; for the 50' lots it is \$51; for the 60' lots it is \$65; for the 75' lots it is \$90 and the 90' lots it is \$125 which is the debt service savings.

Ms. Vaught stated so if the HOAs are able to reduce their budgets the homeowners should see some cash flow relief.

Mr. Moyer stated for the record for our July 2 meeting we sent out to every homeowner a fairly detailed letter that walked everyone through this. It identified all of this and what we anticipated the maximum assessment would be and we are under those maximum assessments for the O&M part. Along with that this has also been noticed as a public hearing so I ask that we open the meeting for any public comment at this time before I ask you to consider the resolutions on the agenda.

A resident asked when you say a public hearing, how do you announce a public hearing?



July 31, 2008

Stoneybrook West CDD

Mr. Moyer responded we notice it; we advertise it in the newspaper that is provided under state law that says how we notice the public hearing. But the one I talked about on July 2 we sent letters to everyone for that meeting.

Ms. Vaught stated and it said we were having one today also.

Mr. Cohen stated everyone in the neighborhood received a letter.

The resident stated when you say you are going to increase our tax bill by \$132, is that going to be a variable amount ever year?

Mr. Moyer responded that will be determined every year. We will have meetings like this every year and look at what the expenses of the District are. We do not anticipate it to fluctuate very much but there definitely may be changes to it and they may increase or decrease. That is on the O&M side but it is not for the allocation of the debt service on the bond; that remains steady and does not go up. But on O&M we are subject to inflation just like any other company.

Ms. Vaught stated the intention was the HOA is carrying people who are not paying their bill. They are bearing the burden of that to pay for everything. Mr. Moyer stated that 95% of the taxes are collected so we are fighting a 70% or 75% collection versus 95%. It is going to give us a chance to get that money in and then it is up to the HOAs to take those costs out of their budgets if they can. Those costs should not be in the HOA budgets next year; those specific line items should come out.

Mr. Vaught stated they will; but what will help us in the future is this is going to be a 100% collection, so it eliminates some bad debt.

The resident asked do you think there is something wrong with the notification process; you only have one resident present?

Mr. Moyer responded I was more surprised with the meeting on July 2 on how low an attendance we had at that meeting.

The resident stated it was held at 9:00 a.m. in the morning and anyone working could not attend.

Mr. Miller stated many people in this neighborhood work at night. I would say a fourth of the residents that work do so at night.

July 31, 2008

Stoneybrook West CDD

Mr. Cohen stated the reason for having this meeting at night was because one resident requested we have it at night so we all changed our plans from what it normally was to satisfy that one resident who is not here.

Mr. Moyer stated we told her, she knew when we were having this meeting.

Mr. Cohen stated we had a meeting with her and let her pick the date and she is not here tonight.

Mr. Clemente stated I did not see a sign on the gate coming in.

Mr. Miller stated not for a CDD meeting.

Mr. Clemente asked why not?

Mr. Miller responded it is not HOA business and there is not enough space.

Mr. Clemente stated but there is nothing on the sign, it has been vacant for the last four or five days

Mr. Miller stated the sign is full, there is a fashion show.

Mr. Clemente asked don't you think this meeting is important to the residents? I keep wondering why I do not see anything about the meeting. The bottom line is that the HOA is the operating part of the CDD. It is all one enterprise working together so I expected to see something on the sign but I did not see anything announcing the meeting. We met the legal requirements but at the same time I did expect to see something coming in on the signage.

Ms. Vaught stated Mr. Moyer, what do you see for CDD attendance?

Mr. Moyer responded if people expect to pay what they did the previous year there is very little turnout for budget hearings.

Ms. Vaught stated you probably shared the public meeting notice with neighbors and friends and you have physically and verbally told them. Are any of them coming?

Mr. Clemente responded no, but the bottom line is I think we should have a sign in the future to announce the meetings. I remember there was an announcement on the signage in the past.

Mr. Miller stated there is when space is available. We have to make a decision on what effects the community and what does not.

Mr. Clemente asked who is making the decision that this does not support the community?

July 31, 2008

Stoneybrook West CDD

Mr. Miller responded the decision was made by me and I could argue either way about the CDD meeting being posted because many people do not know what the CDD is to be honest with you. We have not had a single person sign up for the fashion show and it has been up there for three weeks. It was sent out by email and posted on the website. It is supposed to be a huge turn out and we are going to look like dummies on the 5<sup>th</sup> if no one shows up for a fashion show that is being coordinated through seven stores and events; so while I appreciate the importance of the CDD meeting it was posted as required and it is not something that falls under my scope.

Mr. Clemente stated I just have to say that it is very important to every homeowner once they see they are going to have to pay \$132 beyond what they are paying on a regular basis.

Mr. Vaught asked what do you mean plus what they have been paying? It is coming out of their HOA budget and it is just a question of whether you are paying it in your HOA budget or you are paying it on your tax bill.

Mr. Clemente stated it has been shifted but now that it is on the tax collection you have to pay it on a certain day and you have to pay it in a lump sum.

Ms. Vaught stated you have to pay your HOA too.

Mr. Clemente stated you do but it is broken up in four payments; you pay the HOA quarterly.

Mr. Vaught stated I could argue that probably 90% of people here escrow their taxes which means that now the \$132 would be broken up into 12 payments so you could argue that it is better this way then it was with the HOA.

Mr. Clemente stated my question is do we need to announce this using the sign coming into the gate.

Mr. Miller stated I would request if the CDD Board members have that expectation they put that request to the Board members of Stoneybrook West because while you are all residents of Stoneybrook West the allocation of those signs is solely the responsibility of the Board of Directors of Stoneybrook West versus the CDD. While I appreciate your importance as a member of the community versus a member of the CDD, in the future if the request is to utilize community signs to advertise the CDD meeting then if Mr. Moyer would be so inclined as to put that request to me and I will get it to my Board of Directors in a timely fashion. This allows me to get their input and direction, and by all means if my Board of Directors tells me to post the CDD meeting I will jump on top of it and make it happen.

July 31, 2008

Stoneybrook West CDD

Mr. Vaught stated but if you notify us you should also notify Stone Creek and Westwood townhomes because you represent them as well; you do not represent Stoneybrook.

Mr. Clemente stated we do have a sign over here.

Mr. Vaught stated it is in the middle of the neighborhood but Stone Creek has a sign. I do not know if Westwood has a sign but you should ask them to notify as well.

Mr. Clemente stated we can do that. I would like to make sure in the future we make an attempt to announce it on the billboard we have coming in, utilizing the signage.

Mr. Vaught stated we typically announce it.

Mr. Clemente stated I know, that is why I was surprised it was not announced.

Mr. Vaught stated we put it on the website.

Mr. Moyer asked are there any other questions on the budget? Let me turn your attention to the resolutions that are in your package. The first is Resolution 2008-7 which by heading is the *Annual Appropriations Resolution of the Stoneybrook West Community Development District Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2008 and Ending September 30, 2009*. The resolution blanks will be filled in to reflect the allocation to the general fund and the debt service fund based on this budget. Is there any question on that, if not we need a motion to approve the resolution.

On MOTION by Ms. Vaught seconded by Mr. Cohen with all in favor approval was given to Resolution 2008-7 adopting the Fiscal Year 2009 Budget.
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Mr. Moyer stated Resolution 2008-8 is actually a document we use to transmit the assessments to the tax collector once the roll is certified. I handed out an amended Resolution 2008-8. Mr. Clark has suggested some language in paragraph six that covers us as it relates to the District direct billing the Lennar lots. I believe there are 31 of them and the concern was we need to identify when those payments would be due so we can clarify and classify whether they are delinquent or not.

Ms. Vaught stated I thought Lennar had all but four houses sold.

Mr. Clark stated but until the houses are completed they are in Lennar's name.

Ms. Vaught stated ok.

July 31, 2008

Stoneybrook West CDD

Mr. Clark stated this relates to the B assessments on Lennar's houses and if there are any at the time they are all certified and if there are unplatted properties in the 2005 assessment area which would not go on the roll then they will be direct billed. This is some of our experience in doing foreclosure and collections on these types of things across the state that let us recommend this verbiage.

Mr. Moyer asked do we have a motion for Resolution 2008-8?

On MOTION by Ms. Vaught seconded by Mr. Clemente with all in favor approval was given to Resolution 2008-8 certifying an assessment roll.

#### **FOURTH ORDER OF BUSINESS**

#### **District Manager's Report**

Mr. Moyer stated under the District Manager's Report you have the financial statements, the pay register and ratification of pay requisition #75 through #81 and requisition #82. I would ask the Board to also consider the approval of requisition #83 which we discussed which takes monies from the construction trust fund and deposits those monies to the account of the CDD general fund in an account that will be identified for capital projects. Are there any questions?

Ms. Vaught stated someone turned in a very old invoice in this package.

Mr. Florio stated that would be ours.

Ms. Vaught stated we need to chat.

Mr. Florio stated it got lost in the mix. You will notice a lot of these bills are aged and for whatever reason had not been paid whether for lack of funding or whatever and some of them got lost which caused us to go back to update as far as I am aware in the process.

Ms. Vaught stated I noticed there were one or two year old bills.

Mr. Florio stated there is one from July 2007.

Ms. Vaught asked are you caught up now?

Mr. Florio responded after you approve these yes.

Ms. Vaught stated the statement of account as of today would be zero.

Mr. Florio responded correct.

Ms. Vaught asked nothing is behind you?

Mr. Florio responded we just closed the capital account. There is work still going on that will come in the future against capital but not for O&M.

July 31, 2008

Stoneybrook West CDD

Mr. Florio stated I typically do not watch the CDD accounts because usually they are paid but this was a surprise.

Ms. Vaught stated money is money and you should get it quickly.

Mr. Florio stated I trust my CDD accounts. I have some CDD accounts where the district is actually having to lien the properties to get the administration accounts, the attorney accounts and the civil engineer accounts paid from the O&M account.

Mr. Clemente asked who is the person listed under principal?

Mr. Florio responded that would be me.

Mr. Clemente asked and who is the associate?

Mr. Florio responded that would be Mr. Kelly.

**A. Financial Statements**

**B. Pay Registers**

**C. Ratification of Pay Requisitions #75 through #81 and Approval of #82**

On MOTION by Mr. Cohen seconded by Mr. Clemente with all in favor the pay requisitions and registers were ratified as discussed.

**D. Meeting Schedule for Fiscal Year 2009**

Mr. Moyer stated the last item I have is your meeting schedule which is on the last page in your booklet.

Ms. Vaught stated the July meeting would be the budget meeting.

Mr. Moyer stated that is correct and when we get closer to that time we will have the same type of discussion of whether you want to have that meeting at night.

Mr. Cohen stated we may as well try 2:00 p.m. in the afternoon and see if that helps.

Mr. Clemente asked regarding the meeting on November 26, when are we having Thanksgiving?

Mr. Cohen stated the next day.

Mr. Moyer stated that is the day before Thanksgiving, do you want to move it?

Mr. Clemente stated correct me if I am wrong but I think that this year there is going to be a two week break from school around Thanksgiving. They are changing the schedule so now they are going to have off two weeks around Thanksgiving and only seven or ten days around Christmas.

Mr. Moyer asked do we want to do it the second week of December?

July 31, 2008

Stoneybrook West CDD

Ms. Vaught asked do we care if the kids are in school?

Mr. Clemente responded I think that sometimes people plan vacation along with those holidays.

Ms. Vaught asked but if we do the 19<sup>th</sup>, which is the Wednesday before Thanksgiving, are you going away?

Mr. Clemente responded no, I will not be going away; but I am thinking about the community in general. Most likely I will be here but let us push it back a week. I would feel more comfortable with that.

Ms. Vaught stated that is fine.

Mr. Moyer asked to the 19<sup>th</sup>?

Mr. Clemente responded yes. We have a lot of people that may be traveling and going away.

Ms. Vaught stated if you find you are traveling we will move the meeting.

Mr. Moyer stated we can cancel it and reschedule.

Ms. Vaught stated do not worry about it we will move it if you are traveling.

Mr. Clemente stated so we are going to go with the 19<sup>th</sup>.

Mr. Moyer asked is there a motion to approve the meeting schedule as amended?

On MOTION by Mr. Clemente seconded by Ms. Vaught with all in favor the meeting schedule for fiscal year 2009 was approved as amended.

## **FIFTH ORDER OF BUSINESS**

### **Attorney's Report**

Mr. Clark stated I apologize for being late. As you can see from the Prager Sealy memorandum we successfully closed the bond transaction since our last meeting. I think we were pleased with the results and how smoothly it went and got done and the rates were a little bit better than expected. The other thing I wanted to call to your attention for the record is we discussed at our last meeting can we assess the commercial property question. I believe the manager's office transmitted to each of you an Attorney General's Opinion which we have talked about explaining that we do not have the authority to do that in this instance.

Ms. Vaught stated we have no authority. The Attorney General has an opinion on the same circumstances and we are done, that is it.

July 31, 2008

Stoneybrook West CDD

Mr. Clark stated really the same circumstance and that was my opinion before he issued his opinion and continues to be just reading the wording of the statute it just does not give you the authority to do that. Whether it is fair or not, right or wrong, it becomes a jurisdictional question. The other thing I wanted to pose as a question just to make sure I do not miss something is we talked the last couple of meetings about the issue of the ball fields and the conflicts with the city. Is that going smoothly now?

Ms. Vaught responded I think it is.

Mr. Clemente stated it may be going smoothly in the sense there has not been any resolution, it has not really been discussed so it does not mean that it has been resolved.

Ms. Vaught stated I think there was discussion this evening.

Mr. Clemente asked Mr. Vaught, what is the latest on the relationship with the City of Winter Garden and the ball field? At the last meeting I gave you some documentation from the city.

Mr. Vaught responded yes and I spoke to the Little League President and when they start their season he is going to contact us and let us know when they are going to use it.

Mr. Clemente asked may I propose that we charge a fee for the usage, and the reason I say it is because when we put children to play on the Little League they are paying a fee, they are paying anywhere from \$70 to \$100. If we can recoup a little bit, maybe \$20.

Ms. Vaught asked aren't you forcing them to increase their fees to the kids?

Mr. Clemente responded probably not they will just have fundraisers.

Mr. Vaught stated if we charge them a fee they will not practice here they will go to the city.

Mr. Clemente stated there is no space and that is why they are coming here.

Mr. Vaught stated they were coming here because all the kids who were practicing here were Stoneybrook West and Stone Creek kids and they were trying to make it easier for the parents.

Mr. Clemente stated yes, I know but the field is always scheduled because they have so many kids playing and there is no space most of the time. I was just bringing it up to see if they would be willing to pay a usage fee at least to help us pay for some of the expenses that we have.

Ms. Vaught asked are the lights being paid?

Mr. Vaught responded there are no lights there.



July 31, 2008

Stoneybrook West CDD

Ms. Vaught stated there is insurance.

Mr. Vaught stated the insurance is provided by the school. There is cost to maintain the grass.

Mr. Miller stated they are replacing the trees and the bushes.

Mr. Vaught stated not when we spoke to them. We were supposed to talk to them about that.

Mr. Clemente stated maybe as a minimum we can ask them if they would be willing to mow the lawn during the time they are using the field. Pay for it or they do it themselves.

Mr. Vaught stated that is something we could possibly do; get them to mow the field.

Mr. Clark stated that would be an easier fix then doing a fee. If we do a fee then we need to adopt a fee schedule and consider how that relates to everybody else who wants to use it so it is not quite that simple; but if something informal could be worked out then more power to you.

Mr. Clemente stated because if the grass is high they will be the first ones to complain and we could go back and say that you agreed to mow it.

Mr. Vaught stated I think we can get them to cut the grass and that would save us some money.

Mr. Clark stated my question to the Board is if there is any action that I would need to take. A couple of meetings ago it was suggested we might contact the city or write letters but it seems like things have improved from that point.

Mr. Vaught stated they are not using it at the moment.

Mr. Clement stated some of the action we were looking for is we wanted to see whether the city or the school would take more responsibility for the field maintenance in a formal agreement. The residents are paying for the mowing, yet they use the field during the day and have full access during the school year when school is in session and yet they do not pay anything into it.

Mr. Vaught stated that is the agreement they have which was struck with Lennar when Lennar controlled the CDD.

Mr. Clemente asked is it possible to open up the agreement and have another review? We have new ownership.

Ms. Vaught stated it is the same CDD. What is the term of the agreement, does it expire; is it a verbal agreement?

July 31, 2008

Stoneybrook West CDD

Mr. Vaught it is written. I can go back and get the term. I think it is as long as the school is there.

Ms. Vaught stated there are no defaults in it that we could use.

Mr. Clark stated if the Board would like I could review the terms of the agreement.

Ms. Vaught stated and we would see if there is any wiggle room to give us the opportunity to renegotiate the contract.

Mr. Clark stated what happened in that agreement is the developer had certain requirements for schools and contributed a smaller piece of property then what would otherwise be contributed but created a joint use agreement on the park lands. So instead of taking the field and giving it to the school you have something that can be used by two different groups of people. This is not unique to this community; many communities have done it that way and they feel it makes for a better fit between the school and the communities. It also saves the developer some land if he is donating it or saves the school some land if they are going to have to purchase it, so it is a typical form of agreement. Whether there is any wiggle room I do not know but we can look at that. The thought that the schools would voluntarily renegotiate in this current budget environment I think is not realistic at all.

Mr. Vaught stated their attorney is going to look at the agreement and say not a chance.

Mr. Clark stated or we can negotiate, what can you do for us.

Ms. Vaught stated if there is a default in there it gives us an opportunity. Maybe we do not discuss it today; maybe it is something you put aside for a year or two and remember we need to do that.

Mr. Clark stated it is probably helpful to the Board if I do a summary because it is a question that comes up a lot so that we know what is there and we can react if there is an opportunity to do that.

Mr. Clemente stated yes I would like to know the parameters. Does it have an expiration date, maybe it does maybe it does not.

Mr. Clark stated I will answer those questions for you. Gentlemen, let me put a question to you because you were involved at the on set. Is there a formal agreement with the city regarding the use of the ball fields or the other recreation facilities?

Mr. Vaught responded not that I am aware of.

July 31, 2008

Stoneybrook West CDD

Mr. Clemente stated I believe that there is and that is what I handed over. I believe I gave you a copy and the copy I gave Mr. Vaught seems to be a formal agreement.

Mr. Vaught stated there is not a formal agreement with the little league.

Mr. Clemente stated it is a memorandum of understanding.

Mr. Miller stated it is an understanding that during school hours the school has full use of the field.

Mr. Clark stated that is the school agreement. I am talking about the city.

Mr. Vaught stated there is no agreement with the city.

Mr. Clark asked is there a development order condition or anything like that?

Mr. Vaught stated the only place that there might be language to that effect is in the CDD approval and I would have to go back and find it because it was quite a while ago; but I do not remember it.

Mr. Cohen stated the little league team is playing there and most of the kids are from this neighborhood and Stone Creek. They have the right to be there because the residents pay the fees they are paying and each are allowed to bring one guest.

Mr. Clemente stated I agree with that. It is just that what I witnessed is my son's team was going to have practice over there along with another team. The first team that arrived over there ran off the neighbors' kids that were playing there and there was some verbal exchange to the tune that the coach from the other team felt he had the right to run them off using certain verbiage and I disagree with that. The other kids reluctantly moved off but there was no need to be abusive to them; they live there.

Mr. Clark asked did they kick the team off?

Mr. Clemente responded they chased about 12 kids from the neighborhood that were playing there but the way it was done I would disagree with. In addition I think there needs to be something more formal.

Mr. Vaught stated there is enough room for another baseball diamond. Maybe we can see if we put in another baseball diamond with an agreement they can use one.

## **SIXTH ORDER OF BUSINESS**

### **Engineer's Report**

Mr. Florio stated we have two items that we were asked to keep track of. One was to determine if the commercial properties were in or out of the CDD and we had generated a map and sent it to you for distribution showing they are not.

July 31, 2008

Stoneybrook West CDD

Ms. Vaught asked so they are not in the CDD at all.

Mr. Florio stated they are not in the CDD. Regarding the ponds on the golf course we received another request for information from the district on Monday and I immediately called and asked for a meeting to discuss the issues. There are some small technical issues they want us to address and when they call back I will set a meeting.

Ms. Vaught asked has the golf course agreed to everything?

Mr. Florio responded I have not heard a thing from the golf course.

Ms. Vaught asked have you called the golf course?

Mr. Florio responded I have not.

Ms. Vaught asked can you, is that inappropriate?

Mr. Florio stated we were running everything through Lennar; Lennar was the primary contact.

Ms. Vaught stated the CDD is requesting you to find out from the golf course if they are on track with this plan please.

Mr. Florio stated I will say that they are.

Mr. Kelly stated Lennar said to push forward and they have already discussed that with the golf course.

Ms. Vaught stated let's go right to them. I do not want to go through Lennar.

Mr. Clemente stated Mr. Vaught and Mr. Miller, about ten days ago in the last couple of weeks when we were having all those heavy rains I noticed that on the pond in question it was quite high; have we had any floods or anyone complain?

Mr. Miller responded I have not had any reports but I have not physically gone over there.

Mr. Vaught stated it is impossible to flood with the hole they put in the side and at the level they did because it spills over.

Mr. Clemente stated I saw that the higher one is flowing pretty good into the bigger one but the bigger one I noticed where you have the waters edge and the grass it was going into people's property. You have that plastic barrier for the wind and soil but it was actually beyond that and I was wondering whether it was causing an issue with some of the houses.

Mr. Miller responded no one has mentioned anything to me.

July 31, 2008

Stoneybrook West CDD

Ms. Vaught stated if we are wasting our time and you are chasing a plan that the golf course has not bought into then we need to know that.

Mr. Florio stated the last item is Mr. Miller has given us the report for a long stretch of road that apparently has some cracking and we reviewed it and we do not make comments on the substance of what they found. They did make a statement that we did not agree with, *a gross failure due to the design of the roads not meeting the city codes* and that was not correct. We sent an email back to the engineer to see if they could correct that in the report because they were designed with the city standards and approved by the city.

Mr. Vaught stated I agree. The only issue is the fact that water is getting in.

Mr. Florio stated that is not from the structure itself.

Mr. Vaught stated our point of contention is we need under drains.

Mr. Florio stated that is all I have.

#### **SEVENTH ORDER OF BUSINESS**

#### **Supervisor's Requests**

There not being any, the next item followed.

#### **EIGHTH ORDER OF BUSINESS**

#### **Audience Comments**

Mr. Clemente stated I have a question which deals mainly with the HOA. Regarding the gates, have you looked into the possibility of putting something in there other than PVC, it is breaking every other day?

Mr. Vaught responded we are working on a redesign now with some columns.

#### **NINTH ORDER OF BUSINESS**

#### **Adjournment**

Mr. Moyer stated before we close Mr. Clemente mentioned about writing Mr. Miller to put something on the announcement board; does everyone agree that I should do that, is it something you want to do?

Ms. Vaught responded I think you are going to have to weigh what is going on in the neighborhood at the time. Unfortunately it is disappointing but people are going to go to the 4<sup>th</sup> of July party more than they are going to go to the CDD meeting.

Mr. Clemente stated the sign is big enough that we can just put a little line *CDD Meeting* and the time.

Ms. Vaught asked how big is the sign?

Mr. Miller responded there are four lines on the sign.

July 31, 2008

Stoneybrook West CDD

Ms. Vaught asked how much can you get on one?

Mr. Miller responded maybe 17 letters.

Mr. Clemente asked what about on the TV; was it announced on the TV?

Mr. Miller responded I do not know.

Mr. Vaught stated actually we had an issue with the TV; we could not get on to it for a while.

Mr. Miller stated there were some updates prior to that but I honestly cannot answer that question.

Mr. Clemente stated as a last resort maybe a flyer or something that can be posted over here announcing it on the bulletin board.

Mr. Vaught stated I think it is fine if you call Mr. Miller and let him know when the meeting is going to be, but obviously if there are things for the HOA it is their board; it is not the CDD's board.

Mr. Clemente stated there was a mass mailing list, do you still have that?

Mr. Miller responded yes.

Mr. Clemente asked is it possible for you to send the schedule and the date? You can send a one time mailing.

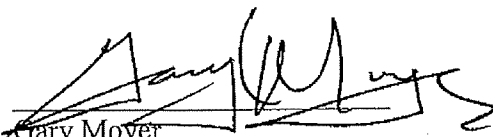
Mr. Miller responded I can see what is happening at the time.

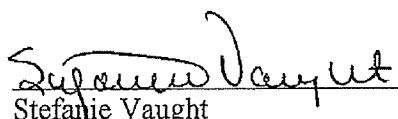
Ms. Vaught stated you have to remember though we have to think about Stone Creek we cannot just think about us.

Mr. Clemente stated I know but I think the other board member has all the other contacts for Stone Creek and we might be able to get that information from her.

There being no further business,

On MOTION by Mr. Cohen seconded by Mr. Clemente with all in favor the meeting was adjourned

  
Gary Moyer  
Secretary

  
Stefanie Vaught  
Chairperson

**8C.**

# Stoneybrook West CDD Field Management Report

February 2021

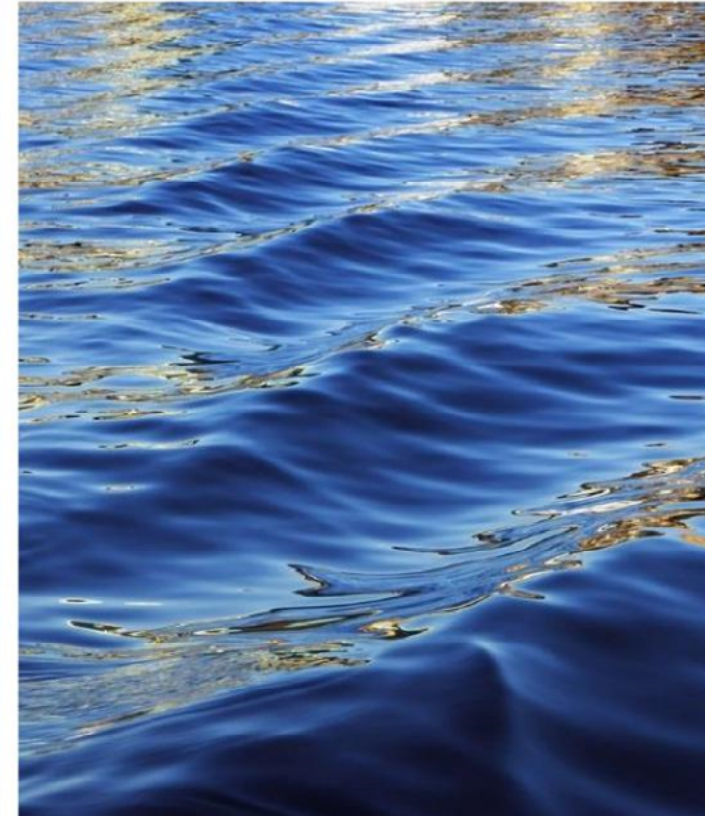


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# General Updates

- 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



Stoney Brook West Landscaping Review						
Issue	Location	thru	Status	Field Manager Comments	Photos	Brightview Landscaping Plan of Action
Mowing service	At Balforn tower way	1/19/2021	Not completed	Mowing service not completed, After four inspection the issue is still present.		
Mowing service	At Eylewood Dr.	1/19/2021	Not completed	This section between the houses don't was completed		
Mowing service	At Port castle Cir.	1/19/2021	Not completed	The mowing service in not completed at all.		
Mowing service	At Port castle Cir.	1/19/2021	Ongoing	Small section near to the lake is overgrow and the crew just avoid this section.		



# Sitex Report

## MONTHLY MIDGE REPORT STONEBROOK WEST



January 2021

- 1- pond has been treated with adulticide and larvicide
- 2- pond has been treated with adulticide and larvicide
- 3- pond has been treated with adulticide and larvicide
- 4- pond has been treated with adulticide and larvicide
- 5- pond has been treated with adulticide and larvicide
- 6- pond has been treated with adulticide and larvicide
- 7- pond has been treated with adulticide and larvicide
- 8- pond has been treated with adulticide and larvicide
- 9- pond has been treated with adulticide and larvicide
- 10- pond has been treated with adulticide and larvicide
- 11- pond has been treated with adulticide and larvicide
- 12- pond has been treated with adulticide and larvicide
- 13- pond has been treated with adulticide and larvicide
- 14- pond has been treated with adulticide and larvicide
- 15- pond has been treated with adulticide and larvicide
- 16- pond has been treated with adulticide and larvicide
- 17- pond has been treated with adulticide and larvicide
- 18- pond has been treated with adulticide and larvicide
- 19- pond has been treated with adulticide and larvicide
- 20- pond has been treated with adulticide and larvicide
- 21- pond has been treated with adulticide and larvicide
- 22- pond has been treated with adulticide and larvicide
- 23- pond has been treated with adulticide and larvicide

Comments: Adulticide is scheduled every Thursday. We have also larvicided once a month

As always please feel free to reach out to me and my staff anytime.

# Stoneybrook West CDD



**Monthly Report**  
**Inspection Date: 1/1/2021**

**Prepared For:**  
Angel Montagna  
Inframark

**Prepared By:**  
Brian Fackler  
P: 407-402-6536  
E: [bfackler@sitexaquatics.com](mailto:bfackler@sitexaquatics.com)



# Monthly Report

## Ponds 1, 11



Ponds received treatment for shoreline grasses and invasive species as needed. Pond 1 has been treated for algae.

## Pond 14, 22



Ponds received treatment for shoreline grasses and invasive species as needed. Pond 14 had been treated for algae and we are still waiting for the aerators to receive the correct power supply



## Monthly Report

### Ponds

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





# Monthly Report

## MONTHLY SUMMARY

All ponds were treated for shoreline vegetation and algae as needed. Trash has been removed as well. Please don't hesitate to reach out to me or my staff. Have a great day!

Regards  
Brian Fackler  
Field Operations Manager  
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:

- Feb 10th, and 24th
- March 10, 17, and 24th
- April 7, 14, 21, and 28th
- May 5, 12, 19, and 26<sup>th</sup>
- June 2, 9, 16, 23, and 30<sup>th</sup>
- July 7, 14, 21, and 28<sup>th</sup>
- August 4, 11, 18, 25th
- September 1, 8, 15, 22, and 29th