

**STONEYBROOK WEST
COMMUNITY DEVELOPMENT
DISTRICT**

**MEETINGS
FEBRUARY 23, 2022 – 6:30 P.M.**

Town Center, 1201 Black Lake Blvd, Winter Garden, FL

Join Zoom Meeting:

<https://us05web.zoom.us/j/82602358705>

Meeting ID: 826 0235 8705

One tap mobile: +16465588656,,82602358705#

Call-In Audio Only:

Call In: 1 646 838-1601

Meeting ID: 892813479#



Stoneybrook West Community Development District

Board of Supervisors

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

Gabriel Mena, District Manager
Scott D. Clark, District Counsel
Mark Vincutonis, District Engineer
Freddy Blanco, Field Services Manager

February 16, 2022

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 23, 2022 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 on Agenda Items**
- 5. Acceptance of the Minutes of the November 17, 2021 Meeting**
- 6. District Manager's Report**
 - A. Approval of Financial Statements and Check Register**
- 7. Staff Reports**
 - A. District Attorney**
 - B. District Engineer**
 - C. Field Manager's Report**
 - i. Brightview Landscape Maintenance Contract**
 - a. Proposals**
 - ii. Sitex February Pond Report**
 - a. Sitex Pond Contract Addendum**
 - iii. Sitex Midge Report**
 - iv. Sitex Fountain Report**
- 8. Other Business**
- 9. Supervisor Comments**
- 10. Adjournment**

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

Sincerely,
Gabriel Mena
District Manager

NOTES: Pursuant to Section 1.4(2) of the Stoneybrook West CDD General and Procedural Rules, the agenda may be changed before or at the meeting for good cause stated by the presiding officer and recorded in the minutes. A matter not requiring a public hearing may be added to the agenda for discussion and action by the Board, if appropriate.

Fifth Order of Business

- Mr. Armstrong informed the District that the stormwater control structures in Pond #8 and #14 need repair.

FIFTH ORDER OF BUSINESS**Resolution 2022-01 Designating Secretary
- Gabriel Mena**

On MOTION by Mr. Alexander seconded by Ms. Odom with all in favor Resolution 2022-01 removing Bob Koncar as Secretary and designating Gabriel Mena as Secretary of the Stoneybrook West CDD was adopted. 4-0

SIXTH ORDER OF BUSINESS**Approval of the Minutes of the July 28,
2021 Meeting**

Each Board member was asked for any additions, corrections, or deletions. There being none,

On MOTION by Mr. Morgan seconded by Mr. Alexander with all in favor the Minutes of the July 28, 2021 meeting were approved, as amended. 4-0

SEVENTH ORDER OF BUSINESS**District Manager's Report****A. Financial Statements and Check Registers**

On MOTION by Mr. Alexander seconded by Mr. Morgan with all in favor the April 30, 2021 Financial Statements and Check Register were accepted. 4-0

B. Assigning Fiscal Year 2021 Fund Balance

On MOTION by Ms. Acireale seconded by Ms. Odom with all in favor assigning Fiscal Year 2021 fund balance was approved. 4/0

C. Grau Addendum Letter

- This letter was for informational purposes on E-Verify.

D. Reserve Study Update

- Mr. Mena provided an update that the initial company the District awarded withdrew his offer. Chair approval was given to engage with the runner-up, Reserve Advisors, in between meetings. Reserve Advisors is \$9,000.00, which is within the approved not-to-exceed \$10,000.00.

- Mr. Mena is providing Reserve Advisors with more information, so their report should be done within two to three months.

EIGHTH ORDER OF BUSINESS**Staff Reports**

- A. District Attorney**
Not present.

B. District Engineer

- Mr. Vincutonis gave an update on ongoing processes.

C. Field Manager's Report

- Mr. Blanco reviewed the Field Report.

On MOTION by Ms. Acireale seconded by Ms. Odom with all in favor a not-to-exceed amount of \$500.00 for repair of the skimmer was approved. 4-0

- Mr. Morgan inquired on item #4. A discussion then ensued on CDD owned ponds that are not included in the current scope of services.

i. Sitex Proposals

On MOTION by Mr. White seconded by Ms. Acireale with all in favor approving the proposal for floating fountains in Pond #1 and #23 was approved. 4-0

On MOTION by Mr. White seconded by Mr. Morgan with all in favor approving the proposal for Pond #2 aeration system was approved. 4-0

ii. Brightview Discussion

- Ms. Acireale showed different areas on the map where the CDD need to incorporate into the mowing schedule.
- Mr. Blanco explained the vendor did not have a contact ready without the updated areas.

On MOTION by Ms. Acireale seconded by Ms. Odom with all in favor authorizing the Chair to execute a contract for an annual amount, not-to-exceed \$50,000.000 that includes the existing and

updated landscaping scope, to be approved by Supervisor Acireale was approved. 4-0

On MOTION by Mr. Alexander seconded by Ms. Odom with all in favor authorizing the Chair to execute a landscaping contract, for a not-to-exceed amount of \$12,000.00, with a company the Field Department will provide for approval for the maintenance of the areas included in the HOA's "first cut" was approved. 4-0

NINTH ORDER OF BUSINESS**Other Business**

- Mr. Mena presented the option to the Board of moving strictly to digital for agenda packages. All Board members agreed to test it.

TENTH ORDER OF BUSINESS**Supervisor Comments**

- Mr. White thanked the Board members.

ELEVENTH ORDER OF BUSINESS**Adjournment**

There being no further business,

On MOTION by Mr. Alexander seconded by Ms. Acireale with all in favor the meeting was adjourned. 4-0

Tom Alexander
Chairman

Sixth Order of Business

STONEYBROOK WEST
Community Development District

CHECK REGISTER

10/01/2021-01/31/2022

STONEYBROOK WEST
Community Development District

Payment Register by Fund
For the Period from 10/01/21 to 01/31/22
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	127	12/06/21	STONEYBROOK WEST CDD	120121 2556	TRFR FR MMA TO BBVA 0948	Cash with Fiscal Agent	103000	\$50,000.00
001	3097	10/01/21	PUBLIC RISK INS AGENCY	76521	RENEWAL POLICY 10/1/2021-10/1/2022	Prepaid Items	155000-51301	\$7,500.00
001	3098	10/05/21	ORLANDO SENTINEL	039159661000	NOTICE OF PUBLIC HEARING/BRD MTG 7/5/21	Legal Advertising	548002-51301	\$1,752.97
001	3099	10/05/21	BRIGHTVIEW LANDSCAPE SVC, INC	7507082	SEPT LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$3,047.10
001	3100	10/14/21	DEPT OF ECONOMIC OPPORTUNITY	84573	FY 2021/22 DISTRICT FILING FEES	Annual District Filing Fee	554007-51301	\$175.00
001	3101	10/18/21	CLARK & ALBAUGH, LLP	17672	GEN MATTERS THRU SEPT 2021	ProfServ-Legal Services	531023-51401	\$420.50
001	3102	10/18/21	INFRAMARK, LLC	68913	OCT MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,833.33
001	3102	10/18/21	INFRAMARK, LLC	68913	OCT MGMT FEES	ProfServ-Special Assessment	531038-51301	\$429.17
001	3102	10/18/21	INFRAMARK, LLC	68913	OCT MGMT FEES	ProfServ-Field Management	531016-53901	\$1,250.00
001	3102	10/18/21	INFRAMARK, LLC	68913	OCT MGMT FEES	Postage and Freight	541006-51301	\$1.06
001	3103	10/18/21	INNERSYNC STUDIO, LTD	19905	WEBSITE / COMPLIANCE SVCS	Contracts-Website Hosting	534384-51301	\$388.13
001	3104	10/29/21	BRIGHTVIEW LANDSCAPE SVC, INC	7552977	OCT LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$3,047.10
001	3105	10/29/21	SITEX AQUATICS	5242B	INSTALLATION OF NEW FOUNTAIN	Capital Outlay	564043-53901	\$4,885.00
001	3105	10/29/21	SITEX AQUATICS	5318B	SEPT LAKE MAINT / MIDGE FLY LARVICIDE	Contracts-Lake and Wetland	534021-53901	\$2,770.00
001	3105	10/29/21	SITEX AQUATICS	5318B	SEPT LAKE MAINT / MIDGE FLY LARVICIDE	Contracts-Pest Control	534125-53901	\$2,205.00
001	3105	10/29/21	SITEX AQUATICS	5356B	FINAL PAYMENT FOR NEW FOUNTAIN	Capital Outlay	564043-53901	\$4,885.00
001	3105	10/29/21	SITEX AQUATICS	5345B	QRTLY STORM DRAIN INSPECT/CLEAN	Misc-Contingency	549900-53901	\$670.00
001	3105	10/29/21	SITEX AQUATICS	5461B	SEPT FOGGING/MIDGE/MOSQUITO CONTROL	Contracts-Pest Control	534125-53901	\$3,720.00
001	3105	10/29/21	SITEX AQUATICS	5344B	BI MONTHLY FOUNTAIN MAINT	Contracts-Fountain	534023-53901	\$700.00
001	3105	10/29/21	SITEX AQUATICS	5438B	OCT LAKE MAINT/MIDGE FLY LARVICIDE	Contracts-Lake and Wetland	534021-53901	\$2,770.00
001	3105	10/29/21	SITEX AQUATICS	5438B	OCT LAKE MAINT/MIDGE FLY LARVICIDE	Contracts-Pest Control	534125-53901	\$2,205.00
001	3105	10/29/21	SITEX AQUATICS	5343B	AUG FOGGING/MIDGE/MOSQUITO CONTROL	Contracts-Pest Control	534125-53901	\$2,976.00
001	3106	11/08/21	CLARK & ALBAUGH, LLP	17708	GEN MATTERS THRU OCT 2021	ProfServ-Legal Services	531023-51401	\$84.50
001	3107	11/10/21	SITEX AQUATICS	5570B	OCT FOGGING FOR MIDGE MOSQUITO CNTRL	Contracts-Pest Control	534125-53901	\$2,976.00
001	3107	11/10/21	SITEX AQUATICS	5574B	20 AMP BREAKER REPLACE ON POND 2	Misc-Contingency	549900-53901	\$250.00
001	3108	11/17/21	ORLANDO SENTINEL	043167029000	NOTICE OF MEETING 9/29/21	Legal Advertising	548002-51301	\$275.00
001	3113	11/22/21	INFRAMARK, LLC	70038	NOV MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,833.33
001	3113	11/22/21	INFRAMARK, LLC	70038	NOV MGMT FEES	ProfServ-Special Assessment	531038-51301	\$429.17
001	3113	11/22/21	INFRAMARK, LLC	70038	NOV MGMT FEES	ProfServ-Field Management	531016-53901	\$1,250.00
001	3113	11/22/21	INFRAMARK, LLC	70038	NOV MGMT FEES	Postage and Freight	541006-51301	\$5.30
001	3113	11/22/21	INFRAMARK, LLC	70038	NOV MGMT FEES	Printing and Binding	547001-51301	\$0.15
001	3114	11/24/21	FEDEX	7-567-76835	NOV POSTAGE	Postage and Freight	541006-51301	\$114.85
001	3115	11/24/21	RESERVE ADVISORS	2184759R	RETAINER FOR RESERVE STUDY	R&M-Other Reserves	546064-53901	\$4,500.00
001	3116	12/02/21	BRIGHTVIEW LANDSCAPE SVC, INC	7640011	NOV LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$3,199.42
001	3117	12/02/21	SITEX AQUATICS	5546B	NOV LAKE MAINT/MIDGE FLY TRTMNT	Contracts-Lake and Wetland	534021-53901	\$2,770.00
001	3117	12/02/21	SITEX AQUATICS	5546B	NOV LAKE MAINT/MIDGE FLY TRTMNT	Contracts-Pest Control	534125-53901	\$2,205.00
001	3117	12/02/21	SITEX AQUATICS	5473B	BI MONTHLY FOUNTAIN MAINT	Contracts-Fountain	534023-53901	\$700.00
001	3117	12/02/21	SITEX AQUATICS	5582B	DEP ON FOUNTAIN INSTALLATION	Capital Outlay	564043-53901	\$20,487.00
001	3118	12/06/21	CLARK & ALBAUGH, LLP	17742	GEN MATTERS THRU NOV 2021	ProfServ-Legal Services	531023-51401	\$142.50
001	3119	12/06/21	SITEX AQUATICS	5678B	NOV 21- WEEKLY MIDGE/MOSQUITO CONTROL	Contracts-Pest Control	534125-53901	\$2,232.00
001	3120	12/22/21	INFRAMARK, LLC	71106	DEC 21 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,833.33
001	3120	12/22/21	INFRAMARK, LLC	71106	DEC 21 MGMT FEES	ProfServ-Special Assessment	531038-51301	\$429.17
001	3120	12/22/21	INFRAMARK, LLC	71106	DEC 21 MGMT FEES	ProfServ-Field Management	531016-53901	\$1,250.00

STONEBROOK WEST
Community Development District

Payment Register by Fund
For the Period from 10/01/21 to 01/31/22
(Sorted by Check / ACH No.)

[illegible]

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

204	3095	10/01/21	STONEBROOK WEST C/O US BANK NA	092421-SER 2018A-2	TRFR FY21 ASSMNTS - SEER 2018 A-2	Due From Other Funds	131000	\$6,734.89
204	3096	10/01/21	STONEBROOK WEST C/O US BANK NA	092421 0948	TRFR FY21 ASSMNTS - SER 2018 A1	Due From Other Funds	131000	\$782.57
							Fund Total	\$7,517.46
							Total Checks Paid	\$208,610.19

STONEYBROOK WEST
Community Development District

Financial Report

January 31, 2022

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STONEYBROOK WEST
Community Development District

Financial Statements

(Unaudited)

January 31, 2022

Balance Sheet
January 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2018 A-1 & A-2 FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 729,302	\$ -	\$ 729,302
Assessments Receivable	2,337	4,429	6,766
Allow-Doubtful Collections	(1,230)	(2,091)	(3,321)
Due From Other Funds	-	386,959	386,959
Investments:			
Money Market Account	144,734	-	144,734
Reserve Fund (A-1)	-	12,957	12,957
Reserve Fund (A-2)	-	111,465	111,465
Revenue Fund (A-1)	-	6,156	6,156
Revenue Fund (A-2)	-	12,174	12,174
Deposits	685	-	685
TOTAL ASSETS	\$ 875,828	\$ 532,049	\$ 1,407,877
<u>LIABILITIES</u>			
Accounts Payable	\$ 30,064	\$ -	\$ 30,064
Accrued Expenses	750	-	750
Due To Other Funds	386,959	-	386,959
TOTAL LIABILITIES	417,773	-	417,773
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	685	-	685
Restricted for:			
Debt Service	-	532,049	532,049
Assigned to:			
Operating Reserves	110,063	-	110,063
Reserves - Other	100,000	-	100,000
Unassigned:	247,307	-	247,307
TOTAL FUND BALANCES	\$ 458,055	\$ 532,049	\$ 990,104
TOTAL LIABILITIES & FUND BALANCES	\$ 875,828	\$ 532,049	\$ 1,407,877

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 250	\$ 83	\$ 90	\$ 7
Interest - Tax Collector	-	-	12	12
Special Assmnts- Tax Collector	455,471	370,714	347,762	(22,952)
Special Assmnts- Delinquent	-	-	827	827
Special Assmnts- Discounts	(18,219)	(13,369)	(13,920)	(551)
TOTAL REVENUES	437,502	357,428	334,771	(22,657)

EXPENDITURES

Administration

P/R-Board of Supervisors	5,000	1,250	800	450
FICA Taxes	383	96	61	35
ProfServ-Arbitrage Rebate	600	-	-	-
ProfServ-Dissemination Agent	2,000	2,000	-	2,000
ProfServ-Engineering	6,500	2,167	725	1,442
ProfServ-Legal Services	20,000	6,667	455	6,212
ProfServ-Mgmt Consulting	46,000	15,333	15,333	-
ProfServ-Property Appraiser	3,747	-	-	-
ProfServ-Special Assessment	5,150	1,717	1,717	-
ProfServ-Trustee Fees	6,800	6,800	6,734	66
Auditing Services	5,500	-	-	-
Contract-Website Hosting	3,000	1,000	928	72
Postage and Freight	650	217	130	87
Insurance - General Liability	8,250	8,250	7,500	750
Printing and Binding	1,500	500	58	442
Legal Advertising	1,000	-	-	-
Miscellaneous Services	6,000	2,000	229	1,771
Misc-Assessment Collection Cost	6,832	-	-	-
Office Supplies	1,000	-	-	-
Annual District Filing Fee	175	175	175	-
Total Administration	130,087	48,172	34,845	13,327

Field

ProfServ-Field Management	15,000	5,000	5,000	-
Contracts-Lake and Wetland	33,240	11,080	11,565	(485)
Contracts-Fountain	4,200	1,400	1,400	-
Contracts-Landscape	36,565	12,188	12,645	(457)
Contracts-Pest Control	63,648	21,216	20,724	492
Electricity - General	17,000	5,667	3,196	2,471
R&M-Fountain	10,000	2,500	16,640	(14,140)
R&M-Other Reserves	33,350	11,117	4,500	6,617

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Misc-Buildings Reserves	50,000	-	-	-
Misc-Contingency	3,817	1,272	1,327	(55)
Capital Outlay	30,595	30,595	39,174	(8,579)
Capital Reserve	10,000	-	-	-
Total Field	307,415	102,035	116,171	(14,136)
TOTAL EXPENDITURES	437,502	150,207	151,016	(809)
Excess (deficiency) of revenues Over (under) expenditures	-	207,221	183,755	(23,466)
Net change in fund balance	\$ -	\$ 207,221	\$ 183,755	\$ (23,466)
FUND BALANCE, BEGINNING (OCT 1, 2021)	274,300	274,300	274,300	
FUND BALANCE, ENDING	\$ 274,300	\$ 481,521	\$ 458,055	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 50	\$ 17	\$ 2	\$ (15)
Special Assmnts- Tax Collector	529,456	368,394	401,114	32,720
Special Assmnts- Delinquent	-	-	1,443	1,443
Special Assmnts- Discounts	(21,178)	(11,418)	(16,064)	(4,646)
TOTAL REVENUES	508,328	356,993	386,495	29,502
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	7,942	-	-	-
Total Administration	7,942	-	-	-
<u>Debt Service</u>				
Principal Debt Retirement A-1	31,000	-	-	-
Principal Debt Retirement A-2	307,000	-	-	-
Interest Expense Series A-1	20,530	10,265	10,265	-
Interest Expense Series A-2	144,322	72,161	72,161	-
Total Debt Service	502,852	82,426	82,426	-
TOTAL EXPENDITURES	510,794	82,426	82,426	-
Excess (deficiency) of revenues Over (under) expenditures	(2,466)	274,567	304,069	29,502
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(2,466)	-	-	-
TOTAL FINANCING SOURCES (USES)	(2,466)	-	-	-
Net change in fund balance	\$ (2,466)	\$ 274,567	\$ 304,069	\$ 29,502
FUND BALANCE, BEGINNING (OCT 1, 2021)	227,980	227,980	227,980	
FUND BALANCE, ENDING	\$ 225,514	\$ 502,547	\$ 532,049	

Notes to the Financial Statements

January 31, 2022

Balance Sheet

General Fund

Assets

- **Cash and Investments** - See Cash and Investment Report for further details.
- **Assessment Receivable** - Prior years uncollected assessments.
- **Deposits** - Duke Energy utility deposit.

Liabilities

- **Accounts Payable** - Outstanding invoices paid in February 2022.
- **Accrued Expenses** - Utilities.
- **Due To Other Funds** - Funds owed to debt service for collected assessments; funds will be transferred in February 2022.

Revenues, Expenditures and Change in Fund Balances

Financial Overview / Highlights

- ▶ The non-ad valorem assessments are 77% collected.
- ▶ The total expenditures are 35% of the YTD budget.
- ▶ Special Assmnts-Delinquent - Prior year assessments (FY21).
- ▶ Collection costs from the Tax Collector are based on the number of items on the tax roll and are paid once during the year.
- ▶ Significant variances explained below.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
ProfServ - Trustee Fees	\$ 6,800	\$ 6,734	99%	US Bank Trustee Fees for Bond Series 2018.
Insurance - General Liability	\$ 8,250	\$ 7,500	91%	General Liability Insurance - FY 22.
Annual District Filing Fee	\$ 175	\$ 175	100%	Paid in full FY22.
<u>Field</u>				
Contracts - Lake and Wetland	\$ 33,240	\$ 11,565	35%	Lake/Midge Fly Maint.
Contracts-Landscape	\$ 36,565	\$ 12,645	35%	Contracted amount (\$3,199.42) slightly higher than budget.
R&M-Fountain	\$ 10,000	\$ 16,640	166%	Terry Roberts Site Work, Tenbury Wells Way & Balforn Tower Way.
Misc-Contingency	\$ 3,817	\$ 1,327	35%	20 AMP breaker replacement, mowing and drain cleaning.
Capital Outlay	\$ 30,595	\$ 39,174	128%	Sitex deposits & fountain Installation.

STONEYBROOK WEST
Community Development District

Supporting Schedules

January 31, 2022

**Non-Ad Valorem Special Assessments - Orange County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2022**

					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%
11/08/21	\$ 3,269	\$ 170	\$ -	\$ 3,439	\$ 1,598	\$ 1,841
11/15/21	\$ 5,821	\$ 243	\$ -	\$ 6,064	\$ 2,912	\$ 3,151
11/22/21	\$ 47,831	\$ 1,993	\$ -	\$ 49,824	\$ 22,459	\$ 27,365
12/06/21	\$ 42,888	\$ 1,787	\$ -	\$ 44,675	\$ 19,944	\$ 24,731
12/13/21	\$ 105,893	\$ 4,412	\$ -	\$ 110,305	\$ 50,176	\$ 60,129
12/20/21	\$ 33,804	\$ 1,408	\$ -	\$ 35,213	\$ 16,380	\$ 18,833
01/14/22	\$ 479,383	\$ 19,972	\$ -	\$ 499,356	\$ 234,292	\$ 265,064
TOTAL	\$ 718,891	\$ 29,984	\$ -	\$ 748,876	\$ 347,762	\$ 401,114
% COLLECTED				76.03%	76.35%	75.76%
TOTAL OUTSTANDING				\$ 236,047	\$ 107,704	\$ 128,343

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, 2022

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	\$ 729,302
			Subtotal	\$ 729,302
Money Market Account	BankUnited	n/a	0.15%	\$ 144,734
			Subtotal	\$ 144,734

DEBT SERVICE FUND

<u>Description</u>	<u>Bank Name</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2018 A-1 Reserve Fund				
Fidelity Institutional Prime MA Portfolio	US Bank	n/a	0.02%	\$ 12,957
Series 2018 A-2 Reserve Fund				
Fidelity Institutional Prime MA Portfolio	US Bank	n/a	0.02%	\$ 111,465
Series 2018 A-1 Revenue Account				
Fidelity Institutional Prime MA Portfolio	US Bank	n/a	0.02%	\$ 6,156
Series 2018 A-2 Revenue Account				
Fidelity Institutional Prime MA Portfolio	US Bank	n/a	0.02%	\$ 12,174
			Subtotal	\$ 142,752
			Total	\$ 1,016,788

**US Bank Transfer will be processed in February 2022.

Stoneybrook West CDD

Bank Reconciliation

Bank Account No. 0948 BBVA Compass Checking GF
 Statement No. 01-22
 Statement Date 1/31/2022

G/L Balance (LCY)	729,302.13	Statement Balance	748,873.83
G/L Balance	729,302.13	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	748,873.83
Subtotal	729,302.13	Outstanding Checks	19,571.70
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	729,302.13	Ending Balance	729,302.13
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
11/19/2021	Payment	3109	JENNIFER F. ODOM	184.70	0.00	184.70
1/25/2022	Payment	3131	SITEX AQUATICS	18,687.00	0.00	18,687.00
1/28/2022	Payment	3132	SITEX AQUATICS	700.00	0.00	700.00
Total Outstanding Checks.....				19,571.70		19,571.70

Seventh Order of Business

7C



Stoney Brook West Field Report 2/9/22.

Wednesday, February 9, 2022

16 Item Identified



Item 1

Assigned To Brightview

Mowing and edging service
completed at Black Lion Way.



Item 2

Assigned To Brightview

Mowing service around the lakes
is ongoing.



Item 3

Assigned To Brightview

The mowing service in the dry pond area is ongoing at Portcastle Circle.



Item 4

Assigned To Brightview

Provide Proposal for dead tree removal service in the dry pond area located at Portcastle Circle.



Item 5

Assigned To Inframark

Provide Proposal for cleaning and reinstallation service of the storm drain grills located at Portcastle Circle.



Item 6

Assigned To Brightview

Provide Proposal for dead tree removal service in the dry pond area located at Portcastle Circle.



Item 7

Assigned To Brightview

Mowing service completed, but the trimming service is not complete at all around the pond located at Sherbourne street.



Item 8

Assigned To Brightview

Mowing and trimming service is ongoing behind the fence at Priory Cir.



Item 9

Assigned To Brightview

Mowing service is complete
around the pond located at
Avalon Rd.



Item 10

Assigned To Brightview

Mowing service is complete
around the pond located at
Avalon Rd.



Item 11

Assigned To Brightview
Landscaping

Mowing service is complete
around the pond located at
Avalon Rd.



Item 12

Assigned To Inframark
Provide Proposal for skimmer
repair located at Avalon Rd.



Item 13

Assigned To Inframark

Skimmer repair completed at Tract
GC-13



Item 14

Assigned To Brightview
landscaping

Mowing service at the track GC-13
is ongoing.



Item 15

Assigned To Brightview

Landscaping

The mowing and trimming service is not complete at all, small section near to the pond is pending for trimming service at Balforn Tower way.



Item 16

Assigned To Sitex

All the fountains and aerators are working normally

Hubbaco

7Ci

LANDSCAPE SERVICES AGREEMENT

Date: February 8, 2022

BrightView: BrightView Landscape Services, Inc.

Client: Stoneybrook West CDD

Contract Start Date: March 1, 2022

Contract End Date: February 28, 2025

Service Fee*: \$53,513.16

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
 - (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
 - (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
 - (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.
- 2. Term.** The "Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date.
- 3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is

no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

- 4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

5. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service

Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 3% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price

Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) In the event that, during the performance of services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the services increases by more than twenty percent (20%) over the Variable Costs on the date of execution of this Agreement, The Service Fee shall be increased by an amount equal to the increase in the Variable Costs. All cost increases shall be documented by BrightView.
- (g) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Clients' responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, BrightView may also elect, in its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may

also suspend Services for any other Agreement between Client and BrightView affiliate.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
 - (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
 - (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Florida will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement
- proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
 - (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
 - (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
 - (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
 - (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
 - (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting

from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one

of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

- (k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: _____
Address: _____

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: _____
Address: _____

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

By: _____

Name: Scott Sikora

Title: VPGM

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or
 - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

This document is incorporated into the Landscape Services Agreement by this reference. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:		Landscape Site Location:	15501 Towne Center Blvd Winter Garden, FL 34787
Client Business Name:	Stoneybrook West Community Development District	Client Contact Name:	Freddy Blanco
Client Contact Telephone:	(407) 566-1935	Client Contact Email:	Freddy.blanco@inframark.com
Billing Business Name:	Stoneybrook West CDD	Billing Contact Name:	Brett Perez
Billing Contact Telephone:	(407) 433-0515	Billing Contact Address:	313 Campus Street Celebration, FL 34747
Billing Email:	Brett.perez@inframark.com		
BrightView Contact Name:	Donald Patterson	BrightView Contact Telephone:	(689) 215-2525

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoice within the payment terms outlined below.

Table A: Recurring Service Fee:

This Billing Information and Schedule document is incorporated into the Agreement by this reference upon execution by Client and BrightView. In the event multiple Statements of Work or Work Orders are attached to this Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Recurring Services Billing Schedule:

First Year	
January 1	\$ 4,459.43
February 1	\$ 4,459.43
March 1	\$ 4,459.43
April 1	\$ 4,459.43
May 1	\$ 4,459.43
June 1	\$ 4,459.43
July 1	\$ 4,459.43
August 1	\$ 4,459.43
September 1	\$ 4,459.43
October 1	\$ 4,459.43
November 1	\$ 4,459.43
December 1	\$ 4,459.43
Total Service Fee*	\$ 53,513.16

Description of Services (attach diagrams if necessary):

SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

SCOPE OF WORK:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

Turf care:

Mowing

All turf, located within the development district, including St. Augustine and Bahia grass shall be mowed once per week in the growing season defined as April, 1st through September 30th. Turf will be mowed (3) times per month in the months of March and October and (1) once per month November 1st through February 28th or during the non-growing season. Mowing shall be performed at a minimum frequency of (36) times per year. During extended rainy periods, mowing will take place as conditions dictate up to (40) times per year.

St. Augustine and Bahia turf areas will be maintained at no less than three and one-half inches and no more than four and one-half inches in height to allow for a consistent and full stand of turf. Mowing patterns will be alternated as needed to prevent ruts and unusual wear within the turf areas. Mower blades will be kept sharp and well maintained to promote a consistent cut and prevent tearing of the grass blades.

Edging will be performed around all concrete and other hard surfaces including sidewalks that are within the Community Development District property. String trimming will be performed in all areas inaccessible by mower and around all permanent obstacles within the Community Development District. Edging and string trimming will be completed during each visit and at the same frequency as the mowing cycle.

Tree trimming

Tree trimming of all trees within the Community Development District will be performed in the non-growing season. Lower growth of one and one-half inches in diameter or smaller will be performed within the scope of this contract, larger diameter limbs will be considered out of scope. All trees will be elevated to a height no greater than (8) feet from the ground over turf areas as within scope, all limbs at a height of (8) feet or greater will be considered out of scope.

STONE CREEK
MOWING



7Cia.

AD LAWN SERVICES LLC
PO Box 721921
Orlando, FL 32872 US
adlawnservices@hotmail.com



Estimate

ADDRESS

Freddy Blanco
ATTN STONEY BROOK W
CDD
313 Campus St
Celebration, FL 34747

ESTIMATE # 1265

DATE 01/24/2022

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Materials	TREE TRIMMING (LOW HANGING BRANCHES UNDER CANOPY) LIFT AND TRIM ENOUGH TO ALLOW MAINTENANCE CREWS TO PERFORM THEIR DUTIES. 3 AREAS ALONG AVALON RD	3	850.00	2,550.00

50% TO START .BALANCE DUE UPON COMPLETION TOTAL

\$2,550.00

Accepted By

Accepted Date

Proposal for Extra Work at Stoneybrook West CDD

Property Name	Stoneybrook West CDD	Contact	Freddy Blanco
Property Address	15501 Towne Center Blvd Winter Garden, FL 34787	To	Stoneybrook West CDD
		Billing Address	313 Campus St Celebration, FL 34747
Project Name	GC - 3		
Project Description	Elevate trees		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
30.00	MAN HOUR	Tree Care Labor - Elevate the tree limbs of (15) oak trees on the northwest side of Tract GC - 3 to improve sightlines and safety for drivers along Avalon rd. Trees impede the vision of drivers while making the turn on Avalon rd. in this area.	\$82.67	\$2,480.03
1.00	LOAD	Dump Fees/Green Waste Material	\$185.26	\$185.26

For internal use only

SO# 7700926
JOB# 341504041
Service Line 300

Total Price \$2,665.29

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
12211 Regency Village Dr., Ste 3, Orlando, FL 32821 ph. (407) 292-9600 fax (407) 291-4966

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

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Customer

Property Manager

Signature _____	Title _____
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Freddy Blanco	December 17, 2021
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Printed Name _____	Date _____
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BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature _____	Title _____
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Donald Patterson	December 17, 2021
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Printed Name _____	Date _____
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Job #:	341504041	Proposed Price:	\$2,665.29
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SO #	7700926
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Proposal for Extra Work at Stoneybrook West CDD

Property Name	Stoneybrook West CDD	Contact	Freddy Blanco
Property Address	15501 Towne Center Blvd Winter Garden, FL 34787	To	Stoneybrook West CDD
		Billing Address	313 Campus St Celebration, FL 34747

Project Name GC - 13 Sod

Project Description Sod bare areas on the South end of GC - 13 that was previously cleared.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
4,800.00	SQUARE FEET	Bahia - Turf Installed	\$1.18	\$5,657.28
2.00	EACH	Skid Steer / Bobcat - Daily	\$302.50	\$605.00

For internal use only

SO# 7700512

JOB# 341504041

Service Line 130

Total Price \$6,262.28

THIS IS NOT AN INVOICE

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12211 Regency Village Dr., Ste 3, Orlando, FL 32821 ph. (407) 292-9600 fax (407) 291-4966

TERMS & CONDITIONS

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Customer

Property Manager

Signature: _____ Title: _____

Freddy Blanco December 16, 2021

Printed Name: _____ Date: _____

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature: _____ Title: _____

Donald Patterson December 16, 2021

Printed Name: _____ Date: _____

Job #: 341504041 Proposed Price: \$6,262.28

SO # 7700512

Proposal for Extra Work at Stoneybrook West CDD

Property Name	Stoneybrook West CDD	Contact	Freddy Blanco
Property Address	15501 Towne Center Blvd Winter Garden, FL 34787	To	Stoneybrook West CDD
		Billing Address	313 Campus St Celebration, FL 34747

Project Name GC -12A Sod and enhancement

Project Description Sod bare areas and install native grasses on Southwest perimeter.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
300.00	EACH	Muhlenbergia capillaris - Muhly Grass 1 gal. Shrub/perennial Installed	\$8.24	\$2,472.00
30.00	EACH	Pine Straw - Bale - 3cf Mulch Installed	\$13.51	\$405.15
3,000.00	SQUARE FEET	Bahia - Turf Installed	\$1.18	\$3,535.80
30.00	HOURL	Enhancement labor - hand water new plant material - no irrigation - plant material can not be warrantied without irrigation.	\$60.63	\$1,818.77

For internal use only

SO# 7700492

JOB# 341504041

Service Line 130

Total Price \$8,231.72

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12211 Regency Village Dr., Ste 3, Orlando, FL 32821 ph. (407) 292-9600 fax (407) 291-4966

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BrightView Landscape Services, Inc. "BrightView"

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Donald Patterson December 16, 2021

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Job #: 341504041 Proposed Price: \$8,231.72

SO # 7700492

Proposal for Extra Work at Stoneybrook West CDD

Property Name	Stoneybrook West CDD	Contact	Freddy Blanco
Property Address	15501 Towne Center Blvd Winter Garden, FL 34787	To	Stoneybrook West CDD
		Billing Address	313 Campus St Celebration, FL 34747

Project Name GC- 13 cleanup

Project Description Cleanup the remaining debris and grade the area previously cleared on the south end of tract

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
40.00	HOURL	Enhancement Labor - Remove remaining debris in the previously clear area on the South end of GC -13. Grade the area to create a smooth and consistent surface.	\$60.63	\$2,425.03
1.00	LOAD	Dump Fees/Green Waste Material	\$185.26	\$185.26

For internal use only

SO# 7700501
JOB# 341504041
Service Line 130

Total Price \$2,610.29

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Freddy Blanco December 16, 2021

Printed Name: _____ Date: _____

BrightView Landscape Services, Inc. "BrightView"

Account Manager

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Donald Patterson December 16, 2021

Printed Name: _____ Date: _____

Job #: 341504041 Proposed Price: \$2,610.29

SO # 7700501

Proposal for Extra Work at Stoneybrook West CDD

Property Name	Stoneybrook West CDD	Contact	Freddy Blanco
Property Address	15501 Towne Center Blvd Winter Garden, FL 34787	To	Stoneybrook West CDD
		Billing Address	313 Campus St Celebration, FL 34747

Project Name Tract A

Project Description Flush Cut Dead trees on the South end of Tract A

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Tree Care Labor - Flush cut 3 dead willow trees on the South end of Tract A.

For internal use only

SO# 7700524

JOB# 341504041

Service Line 300

Total Price \$978.50

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16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature: _____ Title: _____

Freddy Blanco December 16, 2021

Printed Name: _____ Date: _____

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature: _____ Title: _____

Donald Patterson December 16, 2021

Printed Name: _____ Date: _____

Job #: 341504041 Proposed Price: \$978.50

SO # 7700524

Proposal for Extra Work at Stoneybrook West CDD

Property Name	Stoneybrook West CDD	Contact	Freddy Blanco
Property Address	15501 Towne Center Blvd Winter Garden, FL 34787	To	Stoneybrook West CDD
		Billing Address	313 Campus St Celebration, FL 34747

Project Name Tract G

Project Description Flush cut and remove unwanted vegetation - Sherbourne St.

Scope of Work

Flush cut and remove the banana and other unwanted vegetation from the Tract G pond edge near Sherbourne St. Remove all created debris

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Flush Cut and remove unwanted vegetation	\$675.00	\$675.00
1.00	LOAD	Dump Fees/Green Waste Material	\$185.26	\$185.26

For internal use only

SO# 7700519

JOB# 341504041

Service Line 130

Total Price \$860.26

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
12211 Regency Village Dr., Ste 3, Orlando, FL 32821 ph. (407) 292-9600 fax (407) 291-4966

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
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Customer

Property Manager

Signature: _____ Title: _____

Freddy Blanco December 16, 2021

Printed Name: _____ Date: _____

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature: _____ Title: _____

Donald Patterson December 16, 2021

Printed Name: _____ Date: _____

Job #: 341504041 Proposed Price: \$860.26

SO # 7700519

Proposal for Extra Work at Stoneybrook West CDD

Property Name	Stoneybrook West CDD	Contact	Freddy Blanco
Property Address	15501 Towne Center Blvd Winter Garden, FL 34787	To	Stoneybrook West CDD
		Billing Address	313 Campus St Celebration, FL 34747

Project Name GC-12A cleanup

Project Description Remove remaining weeds/trees on Southwest side of tract and clean up remaining debris.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
32.00	HOUR	Enhancement Crew Leader - Remove the remaining weeds/trees on the Southwest perimeter of the tract. Remove the remaining sticks and debris from the previous cleanup so the entire tract can be mowed.	\$60.63	\$1,940.03
1.00	LOAD	Dump Fees/Green Waste Material	\$185.26	\$185.26

For internal use only

SO# 7700360
JOB# 341504041
Service Line 130

Total Price \$2,125.29

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
12211 Regency Village Dr., Ste 3, Orlando, FL 32821 ph. (407) 292-9600 fax (407) 291-4966

TERMS & CONDITIONS

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2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
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Customer

Property Manager

Signature: _____ Title: _____

Freddy Blanco **December 16, 2021**

Printed Name: _____ Date: _____

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature: _____ Title: _____

Donald Patterson **December 16, 2021**

Printed Name: _____ Date: _____

Job #: 341504041 **Proposed Price:** \$2,125.29

SO # 7700360



INFRAMARK

WATER & INFRASTRUCTURE SERVICES

WORK ORDER

Inframark, LLC
313 Campus Street, Celebration, FL 34747
Phone: 407-566-1935

Date 02/14/2022
Work Order # WOSBW02142022
Customer ID Stoney brook West CDD

Quotation For
Stoney Brook West I CDD

Quotation valid until: 03/28/2022
Prepared by Freddy Blanco

Work order to skimmer repair service

Quantity	Description	Unit Price	Taxable?	Amount
	Work order to repair broken skimmer located at the Tract- GC- 3 Avalon Rd.	\$ 795.00	No	\$ 795.00
	Material is not included			

Full payment due within 30 days of finalizing project.

If you have any questions concerning this quotation, please contact Freddy Blanco
Freddy.Blanco@inframark.com

407-947-2489

Subtotal \$ 795.00

Tax Rate 0.00%

Sales Tax \$ -

Other

Thank you for your business!

TOTAL 795.00



7Cii.

Stoneybrook West CDD



Monthly Report
Inspection Date: 2/1/2022

Prepared For:
Freddy Blanco
Inframark

Prepared By:
Brian Fackler
P: 407-402-6536
E: bfackler@sitexaquatics.com



Monthly Report

Ponds 18, 7



Ponds received treatment for shoreline grasses and invasive species as needed. Pond 5 shoreline vegetation treated pond 19 shoreline vegetation and algae treated

Pond 8, 3



Ponds received treatment for shoreline grasses and invasive species as needed. Ponds 7,8,and 3 were all treated for algae



Monthly Report

Ponds

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



Monthly Report

MONTHLY SUMMARY

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

Regards
Brian Fackler
Field Operations Manager
Sitex Aquatics LLC

7Ciia.

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Stoney Brook West CDD hereafter called "customer"

Customer: Stoney Brook West CDD
C/O: Inframark
Contact: Mr. Freddy Blanco
Address: 313 Campus St Celebration, FL 34747
Email: fblanco@inframark.com
Phone: 407.947.2489

Sitex agrees to provide aquatic management services for a period of 12 months In accordance with the terms and conditions of this agreement in the following sites:

Three (3) ponds #24, 25, 26 located in the Stoney Brook West Community in Winter Garden, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |
| 7. Non-construction Trash | Included |

Service shall consist of Twelve (12) Inspections a year with treatments as needed

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 3/01/22 thru 3/01/23
Agreement will automatically renew as per Term and Conditions:

Monthly Lake Service Amount: \$485.00
Total Annual Maintenance Cost: \$5,820.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Joseph T. Craig

02/16/2022

Accepted By

Date

Submitted by: Joe Craig

Date

Terms & Conditions

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 though an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

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.

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.

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.

SBW CDD

TOWNE CENTER BLVD
WINTER GARDEN, FL 34787
26 PONDS

Legend



7Ciii.

MONTHLY MIDGE REPORT STONEBROOK WEST



February 2022

- 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.

Brian Fackler
Field Operations Manager
Bfackler@sitexaquatics.com
(407)-402-6536

7Civ.

STONEYBROOK WEST FOUNTAIN MAINTENANCE

OPERATIONS & MAINTENANCE HIGHLIGHT

SITEX AQUATICS FOUNTAINS REPORT



January 2020-February 2022

March 16th 2020 locks were placed on all fountain breaker/timer panels

POND1-

July 23rd 2020 Report of fountain non on. Fountain inspected and operating properly, timers reset

February 25th 2021 Fountain inspected and running. Picture below

January 2022 fountain was removed and replaced



POND 2-

July 10th 2020 report of fountain not working.

July 14th 2020 Report of fountain not working. Breakers and timer reset

July 20th 2020 Report of the lights not working. Technician tested lights and they work

Aug 4th 2020 Report of lights not working. Lights were tested and timers reset

Aug 18th 2020 Light timers were reset

Sept 15th 2020 Sitex recommended replacing the light timer as it is not operating properly

February 25th 2021 Fountain inspected and running properly. Picture below

January 2022 fountain was replaced with aerators

POND3-

March 6th 2020 Breakers and timers were reset twice

March 8th 2020 valve was broken and repaired

March 22nd 2020 volt meter read open line. Sitex fixed a grounding issue in the panel

March 24th 2020 timers were reset

April 1st 2020 Reset breakers and timers

May 5th 2020 Reset breakers and timers

May 27th 2020 timers were reset again

May 8th 2020 fountain Breaker and timer were reset.

June 11th 2020 found fountain off while onsite and reset the breaker and cleaned the ground connection

Aug 11th 2020 While onsite found fountain off. Timer was reset and fountain was working

Sept 24th 2020 Breakers were tripped and reset

February 25th 2021 Fountain inspected and running properly. Picture below

March 26th 2021 Met with Freddy Blanco onsite and confirmed fountain was running

May 5th 2021 Fountain is down and scheduled for Diagnostics

September 22nd 2021 fountain replaced with aerators

POND4-

May 15th 2020 received email the fountain was off. The grounding block was corroded causing poor connection. Electrician was called to perform repair.

June 4th 2020 timer was reset for the fountain and the lights

June 19th 2020 responded to service request for the fountain being off. Breakers and timer were reset

July 21st 2020 the fountain timers were reset do to loss of power

Aug 20th 2020 Fountain stopped working. Electrician came out to repair.

Aug 25th 2020 photo cell for lights received a lightning strike. Operating on timer now

November 17th 2020 Aerators installed

February 15th 2021 confirmed power was restored

February 16th 2021 Aerators were turned on and operational

POND7-

April 15th 2020 received estimate to replace the pump panel

May 13th 2020 electrical repairs were completed and fountain is running

June 12th 2020 responded to a service call and reset breakers and timer

June 16th 2020 responded to a service call that fountain was off. When technician arrived onsite fountain was on and running.

Aug 25th 2020 Electrician was sent back to inspect panel as fountain was found off while tech was onsite

November 17th 2020 Aerators installed

February 19th 2021 Aerator floated to the top and reinstalled

POND9-

June 11th 2020 Responded to a service call. Fountain inspected and operating properly

Aug 11th 2020 Breakers were tripped and technician reset

Aug 18th 2020 Fountain was off and breakers were reset

October 19th 2020 fountain was removed and placed in pond 23 successfully

November 17th 2020 Aerators installed

February 3rd 2021 Aerator loose and reinstalled

POND18-

Aug 17th 2020 fountain was struck by lightning and is currently not working

Aug 25th 2020 electrician confirmed heavy damage to both the fountain motor and the electrical panel from lightning strike

November 19th 2020 Proposal for fountain replacement was submitted

March 29th 2021 New fountain installed



POND23-

Oct 19th 2020 Fountain 9 was removed and placed into pond 23 successfully

December 10th 2020 fountain nozzle was replaced at the request of the board President. No cost to the CDD

February 16th 2021 Breaker was bad and has been replaced.

February 25th 2021 Fountain inspected and running. Picture below.



ADDITIONAL NOTES:

Please don't hesitate to reach out to my staff or myself if you need anything at all.

Regards
Brian Fackler
Sitex Aquatics LLC.