

***Stoneybrook West  
Community Development District***

***Agenda***

***November 29, 2023***

# AGENDA

***Stoneybrook West***  
***Community Development District***

219 E. Livingston St., Orlando, FL 32801  
Phone: 407-841-5524

November 22, 2023

**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 **Wednesday, November 29, 2023**, at **6:30 PM** at 1201 Black Lake Blvd., Winter Garden, FL 34787.

Those members of the public wishing to attend the meeting can do so using the information below:

**Zoom Video Link:** <https://us06web.zoom.us/j/83886619397>

**Call-In Information:** 305-224-1968    **Meeting ID:** 838 8661 9397

Following is the advance agenda for the meeting:

**Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period
3. Acceptance of Minutes of the August 9, 2023 Board of Supervisors Meeting
4. Consideration of Resolution 2024-01 Appointing a Registered Agent
5. Consideration of Resolution 2023-02 Use of Electronic Signatures
6. Consideration of Fiscal Year 2023 Audit Engagement Letter with Grau & Associates
7. Consideration of Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser
8. Consideration of Termination of Agreement with Innersync for Website Services
9. Review of Fiscal Year 2024 Insurance Coverage and Premium
10. Review of Landscape Maintenance Responsibilities Around Stormwater Ponds
11. Appointment of Audit Committee
12. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Ratification of Advance Electric Proposal #6318 for Electrical Repairs
    - ii. Consideration of Advance Electric Proposals
      - A. Est. # 6262 Ponds 16 & 17
      - B. Est. # 6264 Pond 14
    - iii. Consideration of Landscape Maintenance Request for Proposals
  - D. District Manager's Report
    - i. Approval of Check Register

- ii. Balance Sheet and Income Statement
- iii. Discussion of Assessment Methodology for Maintenance Fees

- 13. Other Business
- 14. Supervisors Requests
- 15. Adjournment

### **Audit Committee Meeting**

- 1. Roll Call
- 2. Public Comment Period
- 3. Audit Services for Fiscal Year 2024
  - A. Approval of Request for Proposals and Selection Criteria
  - B. Approval of Notice of Request for Proposals for Audit Services
  - C. Public Announcement of Opportunity to Provide Audit Services
- 4. Adjournment



# MINUTES

# **MINUTES OF MEETING**

## **STONEYBROOK WEST COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Stoneybrook West Community Development District was held Wednesday, August 9, 2023, at 6:30 p.m. at Town Center 1201 Black Lake Boulevard, Winter Garden, FL 34787.

Present and constituting a quorum were:

Tom Alexander	Chairman
Tiffany Acireale	Vice Chairman
George Morgan	Assistant Secretary
Jennifer Odom	Assistant Secretary
Nicholas Matthew	Assistant Secretary

Also participating were:

Gabriel Mena	District Manager
Scott Clark	District Counsel ( <i>Via Zoom</i> )
Pete Glasscock	District Engineer
Freddy Blanco	Inframark, Field Manager
Tricia Adams	Representative, GMS

### **FIRST ORDER OF BUSINESS**

#### **Call to Order and Roll Call**

Mr. Mena called the meeting to order at 6:30 p.m.

Mr. Mena called the roll and indicated a quorum was present for the meeting.

### **SECOND ORDER OF BUSINESS**

#### **Pledge of Allegiance**

Mr. Mena stated there was no flag in the room; therefore, the next order of business followed.

### **THIRD ORDER OF BUSINESS**

#### **Approval/Additions to Agenda**

There being none, the next order of business followed.

### **FOURTH ORDER OF BUSINESS**

#### **Public Comments on Agenda Items**

#### **A. Diane Beakler – Westbrook**

- i. The area surrounding the pond on Avalon has not been mowed for several months. Whose responsibility is it to maintain this area?

### **FIFTH ORDER OF BUSINESS**

#### **Business Matters**

#### **A. Consideration of Resolution 2023-03, Appointing of Officers of the District**

On MOTION by Mr. Morgan, seconded by Ms. Odom, with all in favor, unanimous approval was given to adopt resolution 2023-03, Appointing of Officers of the District

**B. Consideration of Resolution 2023-04: Appointment of District Manager**

On MOTION by Mr. Alexander, seconded by Mr. Morgan, with all in favor, unanimous approval was given to adopt resolution 2023-04, Appointment of District Manager and District Management Agreement with Governmental Management Services.

**C. Consideration District Management Agreement with Governmental Management Services**

Counsel expressed satisfaction with the agreement following extensive negotiations, and GMS also agreed to the terms.

**D. Consideration of Resolution 2023-05: Designation of Bank Signatories**

On MOTION by Mr. Morgan, seconded by Ms. Acireale, with all in favor, unanimous approval was given to adopt resolution 2023-05, Designating bank signatories.

**E. Approval of Fiscal Year 2024 Annual Meetings**

- **Change the date from Nov 16 to Nov 29**

On MOTION by Mr. Alexander, seconded by Mr. Morgan, with all in favor, unanimous approval was given to approve the fiscal year 2024 meeting schedule with the change in November from the 16<sup>th</sup> to the 29<sup>th</sup>.

**SIXTH ORDER OF BUSINESS**

**Acceptance of Minutes of the Meeting on  
April 12, 2023 and May 31, 2023**

On MOTION by Ms. Acireale, seconded by Mr. Alexander, with all in favor, unanimous approval was given to approve the meeting minutes for April 12, 2023 and May 31, 2023

**SEVENTH ORDER OF BUSINESS**

**Public Hearing for the Fiscal Year  
2023/2024 Budget Adoption and Special  
Assessments**

**A. Presentation of Fiscal Year 2024 Budget**

i. Motion to open public hearing

On MOTION by Mr. Alexander, seconded by Ms. Acireale, with all in favor, unanimous approval was given to open public hearing.

**B. Public Comment**

i. Motion to close public hearing

On MOTION by Ms. Odom, seconded by Ms. Acireale, with all in favor, unanimous approval was given to close public hearing.

**C. Consideration of Resolution 2023-06: Annual Appropriation and Adoption of the Fiscal Year 2024 Budget**

i. Motion to adopt Resolution 2023-06, with no proposed increases.

On MOTION by Mr. Alexander, seconded by Ms. Acireale, with all in favor, unanimous approval was given to adopt resolution 2023-06, Annual Appropriation and Adoption of the Fiscal Year 2024 Budget.

**D. Consideration of Resolution 2023-07: Annual Assessment for Fiscal Year 2024**

i. Motion to open public hearing.

On MOTION by Ms. Acireale, seconded by Mr. Alexander, with all in favor, unanimous approval was given to open public hearing.

**E. Public Comment**

There being none, the next order of business followed.

**F. Motion to close public hearing**

On MOTION by Ms. Acireale, seconded by Ms. Odom, with all in favor, unanimous approval was given to close public hearing.

**G. Motion to adopt Resolution 2023-07, Annual Assessment for Fiscal Year 2024**

On MOTION by Ms. Odom, seconded by Mr. Morgan, with all in favor, unanimous approval was given to adopt

Resolution 2023-07, Annual Assessment for Fiscal Year 2024.
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**EIGHTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Approval of Financial Statements**

**B. Approval of the Check Register**

- i. Counsel emphasized the potential for improved yields from funds allocated to the debt service account. The District may have the opportunity to earn interest or secure a slight discount once guidance is provided to the bondholders for investment.
- ii. There is a provision in the trust documents that permits bondholders to invest as they so choose, unless provided with explicit direction. Counsel believes that the District has the authority to direct the bondholder to invest in an account with a higher yield in order to maximize potential return.

**C. Motion to approve the financial statements and check register.**

On MOTION by Ms. Acireale, seconded by Mr. Alexander, with all in favor, unanimous approval was given to accept the financial statements and check register.
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**D. Power**

- i. Balforn Tower Way – Duke completed their repairs and advised the issue was with our equipment. Sitex got an electrician to complete repairs, but were not aware the City must complete an inspection prior to Duke turning the power back on. Awaiting submittal of permits and inspection from City of Winter Garden.
- ii. Front pond - Sitex has confirmed this equipment as operational, and advises the breaker constantly trips, the manager advised he has called in a repair ticket and ask for assistance from Duke in determining what is connected to this breaker as it keep tripping.
  - 1. How long has the District been paying for this electrical meter if there are non-District items using the power? The Board believes there is a simple solution of turning off the breaker and seeing what stops running in order to get an answer of what hidden items are connected to this.
- iii. Three new installations

1. Manager and Sitex met with an engineer from Duke, Randy. Last update was that he was submitting the application for the new installations and would keep everyone in the loop.
2. It took a month for him to respond to requests and schedule a meeting
3. Mr. Glasscock suggest that he used to work for Duke and can assist in navigating the project and the approval process.

**E. Brightview**

- i. No response from Brightview regarding an \$8,000.00 credit for unsuccessful landscaping, which was installed at the suggestion of Brightview
- ii. Mr. Clark will compose a letter demanding the \$8,000.00 credit.

**F. Ms. Odom's Concerns - Additional Discussion**

- i. Since the last meeting, someone has applied herbicides to kill aquatic plants. No one seems to know who applied this herbicide. Manager advised this is not uncommon and has seen residents apply chemicals on their own.
- ii. She is considering replacing these plants; they are essential for midge control and maintaining the local ecosystem.
- iii. Ms. Odom introduced clams to the pond, which has yielded positive results in terms of algae and midge control.
- iv. The board expressed interest in a "pilot pond" project to introduce new aquatic plants, possibly in pond #7.
- v. The manager noted that residents often have concerns about aquatic plants and may remove them.
- vi. Ms. Odom proposed creating a YouTube video to educate the neighborhood about the importance of these plants.
- vii. Waterlilies will be installed by Sitex at no cost.

**G. Brightview - Confirming Responsibility for Mowing**

- i. Confirm whether Brightview is falling behind on mowing, and ascertain if it's not due to the City of Winter Garden's actions.
- ii. Regarding the pond on the Lake Avon corner – determine responsibility.

Mr. Glasscock explained that the City typically mows up to the power-line

poles and there may be confusion regarding the HOA/CDD responsibility beyond that point.

## **NINTH ORDER OF BUSINESS**

### **Staff Report**

#### **A. District Counsel**

- i. No additional updates at this time.

#### **B. District Engineer**

- i. Encouraging news - we have finally met with the contractor on-site to assess the needed repairs.
  1. Both sites are scheduled for repairs next week.
- ii. I've identified two additional contractors in my contacts for future projects.

#### **C. Field Manager**

- i. Field Report
  1. The next report should be provided by GMS.
  2. Seeking action updates and the current status of items.
  3. Requesting information on the duration of ongoing matters.
  4. GMS clarified the distinction between the action item list and the field report.
- ii. Discussion on banana trees.
- iii. We have asked for confirmation regarding the mowing in this specific area.

## **TENTH ORDER OF BUSINESS**

### **Supervisors' Comments**

- A.** Please confirm whether the audit was documented in the minutes.

- i. Mr. Morgan has expressed a request for a copy of the audit.

**ELEVENTH ORDER OF BUSINESS      Adjournment**

On MOTION by Mr. Alexander, seconded by Ms. Acireale, with all in favor, meeting adjourned at 8:15 p.m.
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Secretary/ Assistant Secretary

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Chairman



## SECTION IV

## **RESOLUTION 2024-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Stoneybrook West Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Winter Garden, Florida; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** Tricia Adams is hereby designated as the Registered Agent for the Stoneybrook West Community Development District.

**SECTION 2.** The District’s Registered Office shall be located at Governmental Management Services, Central Florida, 219 E. Livingston St. Orlando, FL 32801 (Phone: 407-841-5524).

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with the City of Winter Garden, Florida and the Florida Department of Economic Opportunity.

**SECTION 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of November 2023.

ATTEST:

**STONEYBROOK WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## SECTION V

## **RESOLUTION 2024-02**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK WEST COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the Stoneybrook West Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of Winter Garden, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

**WHEREAS**, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

**WHEREAS**, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of the Electronic Signature Act of 1996, codified in Chapter 668, *Florida Statutes* (“Act”), intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

**WHEREAS**, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES.** Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

**SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS.** All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

**SECTION 4. CONTROLS PROCESSES AND PROCEDURES.** The District Board of Supervisors hereby authorizes and directs the District Manager to create and implement control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2023.

ATTEST:

**STONEBROOK WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

## SECTION VI



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
[www.graucpa.com](http://www.graucpa.com)

September 12, 2023

Board of Supervisors  
Stoneybrook West Community Development District  
219 East Livingston Street  
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Stoneybrook West Community Development District, Winter Garden, Florida ("the District") for the fiscal year ended September 30, 2023. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Stoneybrook West Community Development District as of and for the fiscal year ended September 30, 2023. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. 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 or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

**Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. 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 or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

**Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that 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.

You are 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 government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.



**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Engagement Administration, Fees, and Other**

We understand that your representatives will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.**

Our fee for these services will not exceed \$4,400 for the September 30, 2023 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Stoneybrook West Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



---

Antonio J. Grau

**RESPONSE:**

This letter correctly sets forth the understanding of Stoneybrook West Community Development District.

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

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

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



**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

**March 17, 2023**

**Antonio Grau**  
**Grau & Associates**  
**951 Yamato Rd Ste 280**  
**Boca Raton, FL 33431-1809**

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

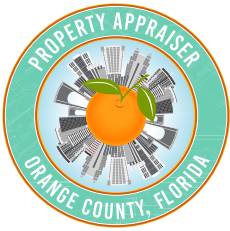
850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

## SECTION VII



## **NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT**

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An AGREEMENT made this 1st day of October 2023 between **AMY MERCADO** as Orange County Property Appraiser (Property Appraiser) and, **Stoneybrook West CDD** (Taxing Authority), and is effective upon acceptance by both parties and through, September 30, 2024.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions precedent to enter into this agreement.
2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
  - A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2024 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non- Ad Valorem Assessment Roll.
  - B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments.
  - C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and apply that amount to each parcel of real property as stipulated by Taxing Authority.
  - D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
  - E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
  - F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

3. Taxing Authority agrees to perform the following acts in connection with this agreement:
  - A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non- ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and any other applicable Florida statute, and carry out its responsibilities under said sections.
  - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar for Implementation of Non-Ad Valorem Assessment Roll.
  - C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
  - D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date and accurate data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.
6. On 1st day of October of each applicable year, the administrative fee will be invoiced to the Taxing Authority equivalent to **\$0** per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.
7. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.
8. This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

Stoneybrook West CDD  
Tricia Adams  
Governmental Management Services  
219 E. Livingston Street  
Orlando, FL 32801  
(407)841-5524

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance  
Orange County Property Appraiser  
200 S. Orange Ave., Suite 1700  
Orlando, FL 32801  
[ccrespo@ocpafl.org](mailto:ccrespo@ocpafl.org)  
(407) 836-5353

11. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.
12. TERM. This Agreement shall continue until such time as either party terminates the Agreement pursuant to Paragraph 11, above.
13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Any action to interpret or enforce any provision of this Agreement shall be brought in the State and Federal courts for Orange County, Florida.

ORANGE COUNTY PROPERTY APPRAISER

Signed \_\_\_\_\_  
AMY MERCADO, MBA

Date \_\_\_\_\_

STONEBROOK WEST CDD

Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

## **CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS**

On or about April 1st, Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1st, but must understand that many splits/ combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

### **June 1**

- Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

### **July 1**

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.
- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

### **July 15**

- Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

### **August 4**

- The Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

### **August 24**

- Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

### **September 3 – October 3**

- Taxing Authority holds initial and final public budget hearing.

### **September 15**

- Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions, or deletions to the non-ad valorem assessment roll since the TRIM notices.



## **October**

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.
- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.

## SECTION VIII

**AGREEMENT BETWEEN THE STONEYBROOK WEST COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is entered into as of this 16<sup>th</sup> day of September, 2019 by and between:

**STONEYBROOK WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 313 Campus Street, Celebration, Florida 34747 (the "**District**"), and

**INNERSYNC STUDIO, LTD., d/b/a CAMPUS SUITE**, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

**WHEREAS**, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

**WHEREAS**, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**SECTION 2. SCOPE OF WORK.** Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

**A. INITIAL WEBSITE REMEDIATION.** Contractor shall migrate the District's existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. convert up to 1,500 pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv. provide options to create a District-branded design (colors, logo, etc.);
- v. provide Contractor's ADA compliance shield, seal or certification for display on the Website ("**Compliance Shield**");
- vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide "mobile friendly" or "mobile versions" of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii. eliminate and prevent any commercial advertising on the Website;
- viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;
- ix. secure "https" certification and provide secure "cloud" hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;
- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of a calendar, reservation request form, and

newsletter, as applicable or necessary to the District;

xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;

xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

**B. MAINTENANCE.** Starting October 1, 2019, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

i. remediate new documents, up to seven hundred fifty (750) pages per year, identified by the District to accessible formats for assistive technologies. For any agenda packages, Contractor shall turn around the remediated version within two (2) business days. Any updates or fixes to the agendas requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request;

ii. remediate documents in Section 2(B)(i) above to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request;

iii. manage and maintain the Website;

iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;

v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;

vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website’s compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

x. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

**C. ADDITIONAL SERVICES.** In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

i. providing a point of contact to respond to requests for Website accommodation;

ii. converting documents for a public records requests received by the District;

iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

**SECTION 3. COMPENSATION.** As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

**A. INITIAL WEBSITE REMEDIATION.** For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of Two Thousand

Seventy-Five Dollars (\$2,075.00) plus Ninety-Eight Cents (\$0.98) per page remediated in excess of the 1,500 provide for pursuant to Section 2(A)(ii). The District shall pay Contractor fifty-percent (50%) of the fee upon execution of this Agreement by the Parties. District shall pay Contractor the remaining fifty-percent (50%) upon substantial completion of the Services provided in Section 2(A).

**B. MAINTENANCE.** For performance of the Services provided in Section 2(B) of this Agreement, starting October 1, 2019, the District shall pay Contractor One Thousand Five Hundred Fifty-Two Dollars and 56/100 Cents (\$1,552.50), payable in three (3) equal quarterly installments of Three Hundred Eighty-Eight Dollars and 13/100 Cents (\$388.13) plus a fourth quarterly installment of Three Hundred Eighty-Eight Dollars and 11/100 Cents (\$388.11). Parties understand and acknowledge that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("**Annual Max Pages**").

**C. ADDITIONAL CONVERSIONS.** For remediating and converting any documents in excess of the Annual Max Pages included in the maintenance price, Contractor shall provide such services for an amount not to exceed Ninety-Eight Cents (\$0.98) per page remediated. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

**D. INVOICES; PAYMENT.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

#### **SECTION 4. TERM AND TERMINATION.**

**A. TERM.** This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

**B. TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the

Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

**SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS.** Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

**SECTION 6. INTELLECTUAL PROPERTY.**

**A. CONTRACTOR MATERIALS.** Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

**B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS.** The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by the Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or



made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

**C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY.** Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

**SECTION 7. PUBLIC RECORDS.** Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Sandra Demarco ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that

are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, SANDRA.DEMARCO@INFRAMARK.COM, OR 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.**

**SECTION 8. INDEMNITY.**

**A.** Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, Contractor's willfully reckless or willfully negligent act(s) or omission(s). Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**SECTION 9. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

**SECTION 10. GENERAL PROVISIONS.**

**A. CONFLICTS.** The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

**B. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**C. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**D. DISPUTE RESOLUTION.** Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "Dispute") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**E. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Orange, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

**F. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**G. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

**H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**I. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

**If to Contractor:** Innersync Studio, Ltd.,  
d/b/a Campus Suite  
752 Dunwoodie Drive  
Cincinnati, Ohio 45230  
Attn: Steven Williams

**If to District:** Stoneybrook West Community Development District  
313 Campus Street  
Celebration, Florida 34747  
Attn: District Manager

**With a copy to:** Clark & Albaugh, LLP  
700 West Morse Boulevard, Suite 101  
Winter Park, Florida 32789  
Attn: Scott D. Clark, Esq.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the

Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**J. ENTIRE AGREEMENT.** This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

**K. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**L. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

**M. AMENDMENTS.** This Agreement may be amended or modified only by a written instrument duly executed by both parties.

**N. FORCE MAJEURE.** If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

**O. SURVIVAL.** In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

**P. WAIVER.** No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

**Q. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**R. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.


**S. DESCRIPTIVE HEADINGS.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

*[SIGNATURES ON NEXT PAGE]*

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

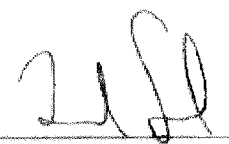
**STONEYBROOK WEST COMMUNITY  
DEVELOPMENT DISTRICT**


  
Secretary

  
Chairperson, Board of Supervisors

WITNESS:

**INNERSYNC STUDIO, LTD., D/B/A  
CAMPUS SUITE, an Ohio limited  
liability company**

  
Print Name: **Ted Saul**

  
By: Steven Williams, VP of Marketing (Title)

**Exhibit A: Proposal for Services**

**Exhibit A**

**Proposal for Service  
Pricing and Statement of Work**



## Pricing

Effective date: 2019-06-21

<b>Implementation</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>On-boarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"> <li>• Migration website pages and present on a staged website for approval</li> <li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li> </ul>	1	\$2,075.00
<b>Annual ongoing services</b>		
<b>Website services</b> <ul style="list-style-type: none"> <li>• Hosting, support and training for users</li> <li>• Website management tools to make updates</li> <li>• Secure certification (https)</li> <li>• Monthly accessibility site reporting, monitoring and error corrections</li> </ul>	1	615.00
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"> <li>• Remediation of all PDF's stored on your website</li> <li>• Remediation of up to 750 PDF pages</li> <li>• Dashboard for reporting and managing all PDF's</li> <li>• 48-hour turnaround for fixes for board agendas</li> <li>• PDF manager dashboard</li> </ul>	750 *	\$937.50
<b>Social Media Manager</b>		Included
<b>Total:</b>		<b>\$3,627.50</b>

\*Maximum PDF pages per 12 month period

 **Accessibility Compliance**  
with Campus Suite

## Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
  2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  3. Display an ADA compliance shield, seal, or certification;
  4. Provide options to create a CDD-branded design (colors, logo, etc...)
  5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
  6. Be free of any commercial advertising;
  7. Be free of any known spyware, virus, or malware;
  8. Secure certification (https)
  9. Secure cloud hosting with fail-overs
  10. Allow for data backups, and record retention as required by law;
  11. Allow for the display a calendar, reservation request form, and newsletter;
  12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District's website.
3. **Maintenance and Management of the Website.**
  1. Contractor will manage and maintain the website;
  2. Remediate new documents (a not to exceed 750 pages per year) provided by the District Manager in an ADA compliant format;\*
    1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  3. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload or remove documents on the website and cannot alter any other aspect of the website;
  4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
  5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will

provide the District with reasonable advance notice in writing.

**4. Monthly Auditing and Remediation Services.**

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

**5. Support Services.**

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

## SECTION IX

## Stoneybrook West Community Development District

Deductibles	PGIT 2023-24 Proposal	FIA 2023-24 Proposal
Property - All Other Perils	\$2,500	\$2,500
Property - Named Storm	5% Subject to a min. of \$35,000	5% Subject to a min. of \$10,000
Property - Flood	Coverage Not Included	\$2,500 Except Flood Zones A & V
Property - Earth Movement	Coverage Not Included	\$2,500
Property - Equipment Breakdown / Boiler & Machinery	\$2,500	\$2,500
Employment Practices Liability	\$0	\$0
Public Officials Liability	\$0	\$0
General Liability	\$0	\$0
Auto Liability - Hired & Non-owned	\$0	\$0
Cyber Liability	\$25,000	\$0

Property Coverages	PGIT 2023-24 Proposal	FIA 2023-24 Proposal
Total Insured Values	Property: \$58,922	Property: \$58,922
Flood	Not Included	Full Property Value* Excess of NFIP for Flood Zones A and V
Earth Movement	Not Included	Full Property Value
Loss of Business Income	\$500,000	\$1,000,000
Additional Expense	\$1,000,000	\$1,000,000
Expediting Expenses	\$5,000	\$250,000
Preservation of Property	\$250,000	\$250,000
Property in Transit	\$250,000	\$1,000,000
Terrorism - TRIA	Not Included	Included

Liability Coverages	PGIT 2023-24 Proposal	FIA 2023-24 Proposal
General Liability "GL" - Bodily Injury & Property Damage	\$1,000,000	\$1,000,000
GL - Medical Payments	\$2,500	\$5,000
GL - Vicarious Law Enforcement Liability	\$1,000,000	Not Included
GL - Sewer Backup	\$10,000 / \$200,000 Non-Negligent Claims \$200,000 / \$200,000 Negligent Claims	\$25,000 / \$250,000 No fault
Public Officials Liability "POL"	\$1,000,000	\$1,000,000 / \$2,000,000
POL - Non-Monetary Aggregate	\$100,000	\$100,000
Employment Practices Liability "EPLI"	\$1,000,000	\$1,000,000 / \$2,000,000
	\$1,000,000	
Auto Liability - Hired & Non-owned	\$5,000 Rental Coverage \$35,000 Hired Car Physical Damage	\$1,000,000
Deadly Weapon Protection	\$1,000,000	\$1,000,000
Cyber - Privacy & Security, Media Content, Data Breach & Crisis Management, Business Income	\$2,000,000	\$1,000,000
Cyber - Cyber Crime (Social Engineering, Funds Transfer, Invoice Manipulation)	\$350,000	\$250,000

Package Premium	PGIT 2023-24 Proposal	FIA 2023-24 Proposal	Savings	
	\$8,628.00	\$6,685.00	\$1,943	22.5%



## Egis Insurance & Risk Advisors

Is pleased to provide a  
Confirmation of Insurance Coverage for:

### Stoneybrook West Development District

Effective:  
October 1, 2023  
Coverage Confirmation Expiration Date:  
November 30, 2023

Please review the Confirmation of insurance coverage terms and conditions carefully.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement forms. Specimen forms are available upon request. The forms used in the specimen are tentative (per expiring). Updated versions of the forms will be provided once they are finalized and approved by the Office Of Insurance Regulation.

Coverage Confirmation being provided for:

**Stoneybrook West Development District**  
**c/o Governmental Management Services - Central Florida 219 E Livingston St**  
**Orlando, FL 32801**

**Term: October 1, 2023 to October 1, 2024**

**Policy Number: 100123426**

## **PROPERTY COVERAGE**

### **SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values – Building and Contents – Per Schedule on file totalling	\$58,922
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
<b>Inland Marine</b>	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<b><u>Valuation</u></b>	<b><u>Coinsurance</u></b>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including content, inland marine, vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine, All other perils.

<b>Special Property Coverages</b>		
<b><u>Coverage</u></b>	<b><u>Deductibles</u></b>	<b><u>Limit</u></b>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only



X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

## CRIME COVERAGE

### Description

### Limit

### Deductible

Forgery and Alteration

Not Included

Not Included

Theft, Disappearance or Destruction

Not Included

Not Included

Computer Fraud including Funds Transfer Fraud

Not Included

Not Included

Employee Dishonesty, including faithful performance, per loss

Not Included

Not Included

## Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

## AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

**Cyber Liability sublimit included under POL/EPLI**

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption

Limit: \$100,000 each claim/annual aggregate



## PREMIUM SUMMARY

**Stoneybrook West Development District**  
**c/o Governmental Management Services - Central Florida 219 E Livingston St**  
**Orlando, FL 32801**

**Term: October 1, 2023 to October 1, 2024**

**Policy Number: 100123426**

### PREMIUM BREAKDOWN

Property (Building & Contents)	\$560
Inland Marine	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,175
Public Officials and Employment Practices Liability	\$2,950
Deadly Weapon Protection Coverage	Included
<b>TOTAL PREMIUM DUE</b>	<b>\$6,685</b>

#### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

#### Additional Notes:

This Quote is Subject to the receipt of a completed application and currently dated and favorable loss runs.

### **Coverage Confirmation Terms & Conditions**

1. Please review the coverage confirmation carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.

**Stoneybrook West Development District**

Policy No.: 100123426  
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
1	7.5 HP Tritier Floating Fountain		2010	10/01/2023	\$10,365		\$10,365		
	Avalon Road & Tilden Road Winter Garden FL 34787		Property in the Open	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
2	Lake Doctro 3 HP Ring Jet Floating Fountain		2010	10/01/2023	\$6,900		\$6,900		
	Avalon Road & Tilden Road Winter Garden FL 34787		Property in the Open	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
3	5HP Aquamaster Crown Greysen Jet Floating Fountain		2010	10/01/2023	\$9,035		\$9,035		
	Avalon Road & Tilden Road Winter Garden FL 34787		Property in the Open	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
4	5HP Vertex Two Tier Floating Fountain		2010	10/01/2023	\$9,800		\$9,800		
	Avalon Road & Tilden Road Winter Garden FL 34787		Property in the Open	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
5	3HP Vertex Two Tier Floating Fountain		2010	10/01/2023	\$7,900		\$7,900		
	Avalon Road & Tilden Road Winter Garden FL 34787		Property in the Open	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
6	Otterbine AirFlo-3 Aerators with 4-dual Diffusers		2010	10/01/2023	\$6,477		\$6,477		
	Black Lake @ Stoneybrook West Winter Garden FL 34787		Property in the Open	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
7	Otterbine AirFlo-3 Aerators with 6-dual Diffusers		2010	10/01/2023	\$8,445		\$8,445		
	Masthead @ Stoneybrook West Winter Garden FL 34787		Property in the Open	10/01/2024					
			Total:	Building Value \$58,922		Contents Value \$0		Insured Value \$58,922	

# SECTION X

Orange Co FL 2000-0335560  
08092000 03:14:59pm  
OR Bk 6063 Pg 2708  
Rec 307.50

This instrument prepared by and  
after recording return to:

Michael J. Sheahan, Esquire  
Godbold, Downing, Sheahan & Bill, P.A.  
222 West Comstock Avenue, Suite 101  
Winter Park, Florida 32789

After recording return to:

Dykes C. Everett, Esq.

WINDRWEEDLE, HAINES, WARD & WOODMAN, P.A.

P. O. BOX 880

WINTER PARK, FL 32790

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEBROOK WEST

**2.3 Club Property.** Portions of the lands in the PD may be utilized for a country club, golf course with related facilities and related improvements, and other recreational facilities (the "Club Property"). The Club Property is not part of the Property encumbered by this Declaration and will be operated independently of the Property. No Owner shall have any right, title, interest or membership rights in or

**3.1 Property.** The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described on the attached Exhibit "A."

## **7.2 Surface Water Management System and Conservation Areas.**



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 provisions of this Article VII and other provisions of this Declaration relating to the Club Property and portions of the Property adjacent thereto have been established for the benefit of the owners of the Club Property, as well as the other parties identified herein. The owner of the Club

**9.3. Alternative Method for Resolving Disputes.** Declarant, its officers, directors, employees and agents; the Association, its officers, directors and committee members; all persons subject to this Declaration; any residential builder or general contractor who has purchased Lots within the Property, its officers, directors, employees and agents; and any person not otherwise subject to this Declaration who agrees to submit to this Article (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 9.4 (collectively, "Claims") to the procedures set forth in Section 9.5.

## **9.5 Mandatory Procedures.**

(a) **Notice.** Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent referred to herein being individually, as a "Party," or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the proposed remedy; and

(iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

### **(b) Negotiation and Mediation.**

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) If the Parties do not resolve the Claim within thirty (30) days after the date of the Notice (or within such other period as may be agreed upon by the Parties), Claimant shall have thirty (30) days to submit the Claim to mediation under the auspices of the American Arbitration Association ("AAA") in

### **(c) Binding Arbitration.**

(i) Upon termination of Mediation, Claimant shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. Such claims shall not be decided by or in a court of law. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. If the claimed amount exceeds \$250,000.00, the dispute shall be heard and determined by three arbitrators. Otherwise, unless mutually agreed to by the parties, there shall be one arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

(ii) Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting party shall be awarded reasonable attorney's fees and expenses incurred in defending such contest. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator(s).

Orange County, Florida

**EXHIBIT "A"**  
**THE "PROPERTY"**

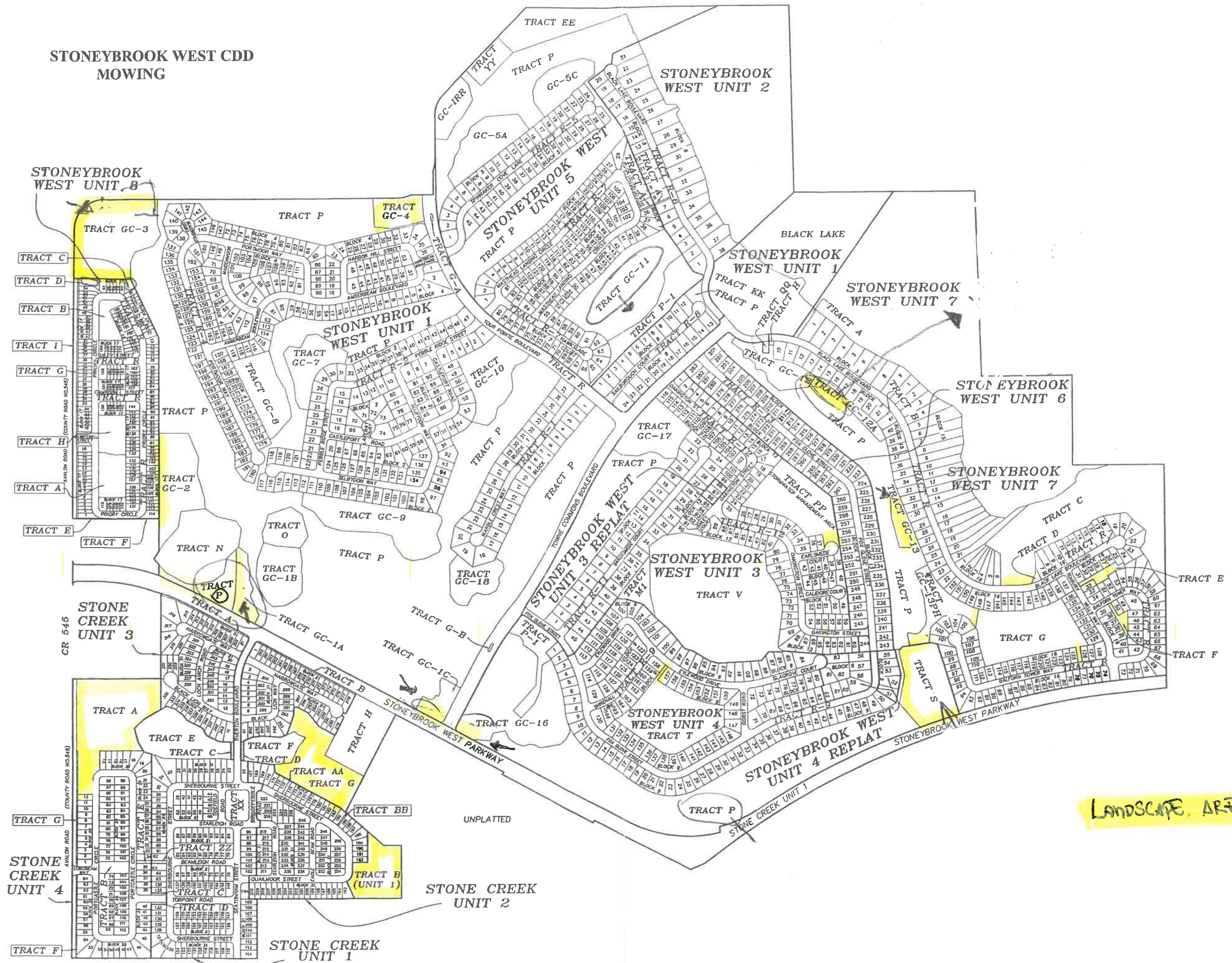
**(STONEBROOK WEST)**

All lands lying within the Plat of Stoneybrook West Unit 1, according to the plat thereof recorded in Plat Book 44, Pages 134 through 138, of the Public Records of Orange County, Florida,

Expressly less and except the entire Tract P Golf Course of the aforesaid Plat of Stoneybrook West Unit 1.



## STONEBROOK WEST CDD MOWING



## LANDSCAPE AREAS

## SECTION XII

# SECTION C



# Stoney Brooke West CDD

## Field Management Report



November 28<sup>th</sup>, 2023

Clayton Smith

Field Manager

GMS

# Completed

## Aerator Pond 7

- ✚ Connection between meter box and breaker panel was having issues
- ✚ Coordinated with the vendor to get this repaired.
- ✚ Repair was inspected and approved.
- ✚ This allowed us to determine and troubleshoot further items.



## Pond 1 Fountain



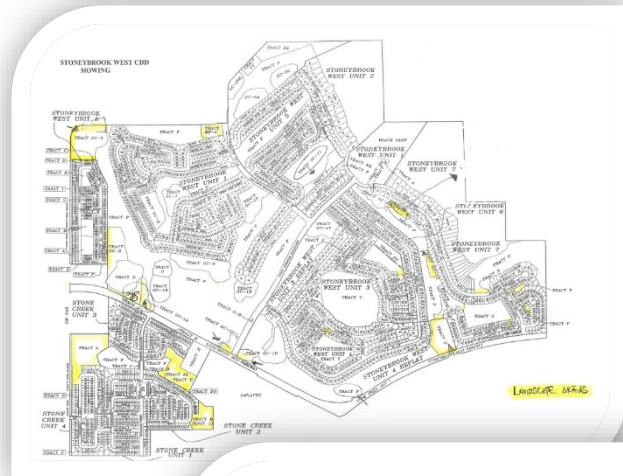
- ✚ Pond 1 fountain which had been down since previous management was repaired.
- ✚ Field staff coordinated with vendor to install a new pump under warranty.
- ✚ Anticipating no further issues for now.



# Completed

## Site Ownership and Acclimation

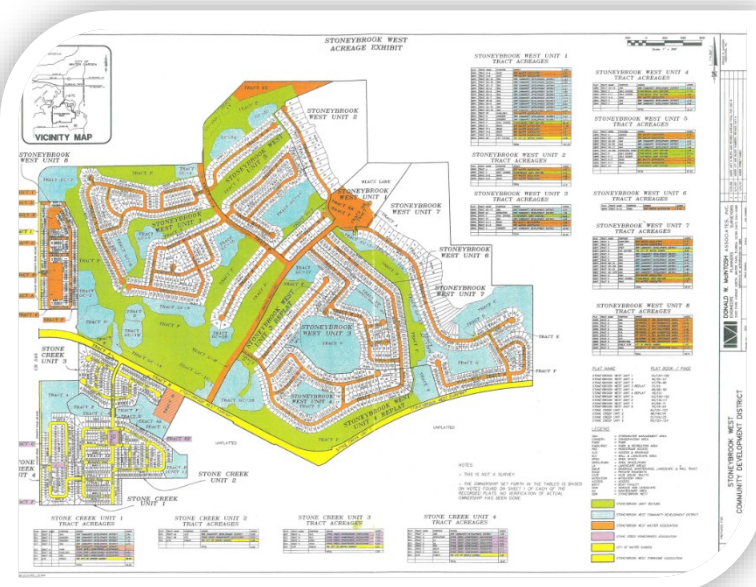
- A large undertaking when GMS Field Staff started working the site was clearly determining ownership and responsibility.
- Staff studied maps and reviewed agreements to understand ownership across the site.
- After 45 days Staff feels much more fluent and confidence with understanding ownership and maintenance responsibility.



**7.2 Surface Water Management System and Conservation Areas.** Declarant hereby grants, creates and establishes a non-exclusive perpetual easement for drainage for the use of all areas, streets and components of the Surface Water Management System and an easement for ingress, egress and access to enter any portion of the Property in order to construct, maintain and/or repair any part, system or component of the Surface Water Management System and appurtenances thereto, all in favor of: (a) Declarant and the Association, and their officers, members, agents, employees, lessees, licensees or other designees of Declarant or the Association; (b) all Owners; (c) the CDD, the City of Houston and all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property, while engaged in their respective functions; and (d) the owners of the Club Property and its officers, members, agents, employees, lessees, guests or other invitees. The Surface Water Management System shall be maintained by the Stony Brook West Community Development District.

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 located 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 lots, Tracts, Parcels and the Club Property shall include routine mowing, weeding and cleaning.

21



# In Progress

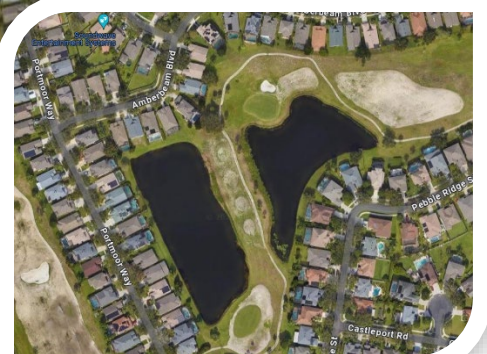
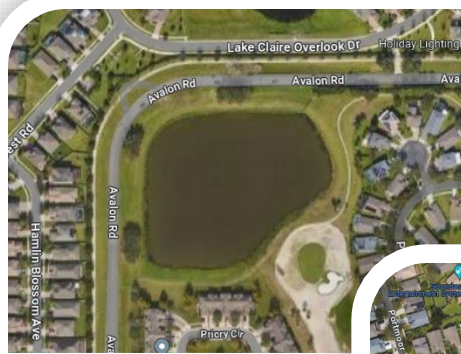
## Aerator Repair – Pond 7 - Electrical



- ✚ Additional repairs to the electrical wiring needed to get the Pond 7 Aerator running again.
- ✚ Coordinating with Duke and Electrician.
- ✚ Work expected Nov 28<sup>th</sup> or 30<sup>th</sup>.

## New Aerators – Pond 14, 16, 17

- ✚ Electrical service required for the previously approved aerators.
- ✚ Proposals provided for consideration.
- ✚ Previous vendor appears to have underbid and is unreachable.



# In Progress

## Pond 18 - Fountain



- ✚ Pond 18 was discovered by field staff to have low pressure and not functioning properly.
- ✚ This was reported to the vendor who is troubleshooting the fountain and working on repairs.



# Site Items

## Landscape Maintenance

- ✚ Overall, currently we believe the vendor is performing well and to the standard of their scope. Vendor maintains very little area in the community.
- ✚ When field staff took over there was a lot of trouble getting into contact with the account manager or anyone from the BrightView team related to the site.
- ✚ GMS staff contacted higher ups and provided a reality check.
- ✚ Since then, service has been good and communication has been good.



## Aquatic Maintenance



- ✚ Weather conditions are challenging for aquatics right now. Very dry weather creates heavy nutrient loads and ideal situation for algae.
- ✚ That said vendor is performing well and managing the algae well across the community.

# Site Items

## Midge Control Services

- ✚ Ordinarily this time of year midges are not as active.
- ✚ We have not received any complaints in approximately 30 days. Of course, that does not mean the midges are gone. Site reviews have also show a much lower midge presence.
- ✚ We are still inspecting and working with the vendor on treatments.
- ✚ Any additional future management methods will only assist further in reducing midge prevalence.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

# SECTION 1

1500 S Highway 27  
Clermont, FL 34711



Stoneybrook West  
1201 Black Lake Boulevard  
Winter Garden, FL, United States 34787

Estimate # 6318  
Estimate Date 10-26-23

**Total \$3,228.40**

Item	Description	Unit Cost	Quantity	Line Total
Scope of Work	Remove and replace existing 2/0 (Alum) underground Feeder Conduits located at 2442 Black Lake Blvd, Winter Garden.	\$0.00	1.0	\$0.00
Labor and Material	This will require Three men Labor plus Materials.	\$2,828.40	1.0	\$2,828.40
Permit	This estimate is not priced for a permit if any are requested or required price will be adjusted accordingly with cost of permitting	\$0.00	1.0	\$0.00
Note 1	A/E is not responsible for any existing code violations or damages	\$0.00	1.0	\$0.00
Note 2	This Estimate is for replacing the existing bad Feeder Conductors with new same for same 2/0 Alum Conductors, Advance Electric is assuming all existing Conduits are still intact underground, if any underground Conduits are in need of repair in order to pull Conductors we will then notify person in charge of issue with a plan and Estimate adjustment in place before proceeding forward with replacement.	\$0.00	1.0	\$0.00
Note 4	Estimate is priced for Three men all day Labor if work is completed ahead of Time price will be adjusted accordingly with Time spent.	\$0.00	1.0	\$0.00
Note 3	Price to schedule Duke Energy to open Transformer and remain there until job is complete	\$400.00	1.0	\$400.00

**Subtotal \$3,228.40**  
**Tax \$0.00**

**Estimate Total \$3,228.40**

## THIS IS AN ESTIMATE

### Disclaimer

**A credit card number is required upon acceptance of this estimate.**

**The credit card will be kept on file until project completion, at which time, Advance Electric will charge the credit card unless payment is made in another form.**

This estimate is valid for 45 days. Beyond that time period, the price will be recalculated.

Pre-Purchase Disclaimer and Disclosure Notification: This form is to acknowledge you were notified of Advance Electric's disclaimers and disclosures prior to the purchase of any services or products. BonJorn Enterprises Inc./DBA Advance Electric are collectively referred to as AE throughout this document.

Exclusions: AE assumes no responsibility for damages to underground obstructions and landscape but will attempt to avoid



damage. AE excludes any repairs to existing inoperable equipment and systems that do not comply with electrical codes, regulations or specifications. AE excludes any utility in and out charges.

Time: All work is to be completed between the hours of 7:00 am and 4:00 pm Monday through Friday unless otherwise noted. Overtime to accelerate the schedule is the responsibility of the owner.

Insurance: All work performed under Advance Electric's standard insurance policy.

Other Terms and Conditions: Any or all persons, firms or corporations who execute this proposal, in addition to the customer, agree to become guarantors for payment thereto and not guarantors of collection, further agree to pay to AE one and one half per cent per month service charge on the unpaid balance. In the event AE shall refer this proposal to attorneys for collection, any persons, firms or corporations executing this proposal agree to pay a reasonable attorney's fee therefore and to pay all court costs or expenses incurred in the collection of this account.

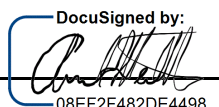
The failure by the customer to pay, shall give cause for AE to cancel all warranties and to cease work on the project until payment is made or other arrangements satisfactory to AE are agreed upon. Any such cessation shall not constitute a breach of this agreement by AE. Until final payment is received, AE specifically retains a security interest in any and all material whether installed in or becoming a part of any real property or otherwise and AE shall have the right to retake possession of any such merchandise or material. Such retaking shall not be construed to be a waiver of AE lien rights or of any other remedy at law, in equity or otherwise.

Advance Electric is not responsible for customer provided material/products functioning, manufacturing defects or warranty. If product defects or issues are found, Advance Electric will not pursue warranty and or replacement. Customer is responsible for replacement and or warranty for all customer provided products

General Disclosures:

- AE does not guarantee the customer any homeowners' insurance discount.
- Scheduled installation dates may be postponed due to heavy rain or electrical storms. AE will not put employee's lives at risk during lightning storms or other disastrous weather conditions. Please keep in mind, during severe weather conditions, scheduled disconnects may be postponed due to municipality resource allocations.
- AE will require unlimited access to gated communities. There is probability that we won't be able to call before arrival.
- ALL SALES ARE FINAL. Once we agree upon price and terms by signing the proposal, customer has 3 days to cancel. Once material has been ordered, customer will be responsible for 25% of material cost.
- There are specific product warranties to specific units. Warranty on INSTALLATIONS from AE are one year from completion. Workmanship applies. Please inquire about warranty for your purchase.
- No other equipment or services provided, other than those listed herein. During inspections, code violations are sometimes found. If AE is made to bring prior work to code compliance before proceeding, this will be at an additional cost.
- Installation timeframes are typically 30 days from the time we receive an approved permit. All efforts will be made to complete your project in a timely manner.
- During project process, AE will not be responsible for any damage to sprinkler systems, nor grass replacement. We WILL do our best to return your property to its original condition.
- AE accepts a deposit with the acceptance of this proposal. The remainder is due at completion of final inspection or project completion.
- Warning---Florida's Construction Law allows unpaid contractors, sub-contractors and material suppliers to file liens against your property.
- During warranty period, AE pays for 30 minutes for diagnosis, the customer will be responsible for additional time.
- AE shop rate per hour is \$125 one technician, \$175 for two technicians.
- AE is a drug free workplace.

Warranty: AE guarantees its work to be free from defect for a period of one year upon final completion. This warranty excludes re-used material, items furnished by others, unauthorized service, negligent care, vandalism, lightning or other damage. The express warranties herein are in lieu of all other warranties and in no event shall AE be liable for consequential damages.

Signed:  \_\_\_\_\_

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

## SECTION 2

# SECTION A

1500 S Highway 27  
Clermont, FL 34711



Stoneybrook West  
1201 Black Lake Boulevard  
Winter Garden, FL, United States 34787

Estimate # 6262  
Estimate Date 09-20-23

Total \$12,392.00

Item	Description	Unit Cost	Quantity	Line Total
Scope of Work	Install Two 60 Amp 240-Volt Services near ponds #16 and 17. This will require Advance Electric to hand dig form existing Transformer #62, Pedestal #42 in between house to locations, Install (PVC) conduits, Couplers, Fittings, Copper conductors, Install Concrete post, Meter can, (Outdoor) 8/16 Electrical panel, Grounding Electrodes, Etc and connect.	\$0.00	1.0	\$0.00
Labor and Material	This will require Three men Labor plus Materials.	\$12,392.00	1.0	\$12,392.00
Permit	Orange county	\$0.00	1.0	\$0.00
Note 1	A/E is not responsible for any existing code violations or damages	\$0.00	1.0	\$0.00
Note 2	A/E is not responsible for Concrete or any unseen Pipes, Wires, repairs existing underground. Advance Electric will call in underground locates before digging Trenches.	\$0.00	1.0	\$0.00
Note 3	If Estimate has been approved it will be up to the Community to notify home owners that we will be working in the area, depending on lot lines A/E may have to dig through some private properties to be install the Conduits since Trees and Hedges were seen the day of walk down.	\$0.00	1.0	\$0.00

Subtotal \$12,392.00  
Tax \$0.00

## THIS IS AN ESTIMATE

### Disclaimer

Estimate Total \$12,392.00

**A credit card number is required upon acceptance of this estimate.**

**The credit card will be kept on file until project completion, at which time, Advance Electric will charge the credit card unless payment is made in another form.**

This estimate is valid for 45 days. Beyond that time period, the price will be recalculated.

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Exclusions: AE assumes no responsibility for damages to underground obstructions and landscape but will attempt to avoid damage. AE excludes any repairs to existing inoperable equipment and systems that do not comply with electrical codes, regulations or specifications. AE excludes any utility in and out charges.

Time: All work is to be completed between the hours of 7:00 am and 4:00 pm Monday through Friday unless otherwise noted.

Overtime to accelerate the schedule is the responsibility of the owner.

Insurance: All work performed under Advance Electric's standard insurance policy.

Other Terms and Conditions: Any or all persons, firms or corporations who execute this proposal, in addition to the customer, agree to become guarantors for payment thereto and not guarantors of collection, further agree to pay to AE one and one half per cent per month service charge on the unpaid balance. In the event AE shall refer this proposal to attorneys for collection, any persons, firms or corporations executing this proposal agree to pay a reasonable attorney's fee therefore and to pay all court costs or expenses incurred in the collection of this account.

The failure by the customer to pay, shall give cause for AE to cancel all warranties and to cease work on the project until payment is made or other arrangements satisfactory to AE are agreed upon. Any such cessation shall not constitute a breach of this agreement by AE. Until final payment is received, AE specifically retains a security interest in any and all material whether installed in or becoming a part of any real property or otherwise and AE shall have the right to retake possession of any such merchandise or material. Such retaking shall not be construed to be a waiver of AE lien rights or of any other remedy at law, in equity or otherwise.

Advance Electric is not responsible for customer provided material/products functioning, manufacturing defects or warranty. If product defects or issues are found, Advance Electric will not pursue warranty and or replacement. Customer is responsible for replacement and or warranty for all customer provided products

General Disclosures:

- AE does not guarantee the customer any homeowners' insurance discount.
- Scheduled installation dates may be postponed due to heavy rain or electrical storms. AE will not put employee's lives at risk during lightning storms or other disastrous weather conditions. Please keep in mind, during severe weather conditions, scheduled disconnects may be postponed due to municipality resource allocations.
- AE will require unlimited access to gated communities. There is probability that we won't be able to call before arrival.
- ALL SALES ARE FINAL. Once we agree upon price and terms by signing the proposal, customer has 3 days to cancel. Once material has been ordered, customer will be responsible for 25% of material cost.
- There are specific product warranties to specific units. Warranty on INSTALLATIONS from AE are one year from completion. Workmanship applies. Please inquire about warranty for your purchase.
- No other equipment or services provided, other than those listed herein. During inspections, code violations are sometimes found. If AE is made to bring prior work to code compliance before proceeding, this will be at an additional cost.
- Installation timeframes are typically 30 days from the time we receive an approved permit. All efforts will be made to complete your project in a timely manner.
- During project process, AE will not be responsible for any damage to sprinkler systems, nor grass replacement. We WILL do our best to return your property to its original condition.
- AE accepts a deposit with the acceptance of this proposal. The remainder is due at completion of final inspection or project completion.
- Warning---Florida's Construction Law allows unpaid contractors, sub-contractors and material suppliers to file liens against your property.
- During warranty period, AE pays for 30 minutes for diagnosis, the customer will be responsible for additional time.
- AE shop rate per hour is \$125 one technician, \$175 for two technicians.
- AE is a drug free workplace.

Warranty: AE guarantees its work to be free from defect for a period of one year upon final completion. This warranty excludes re-used material, items furnished by others, unauthorized service, negligent care, vandalism, lightning or other damage. The express warranties herein are in lieu of all other warranties and in no event shall AE be liable for consequential damages.

Signed: \_\_\_\_\_

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



## SECTION B

1500 S Highway 27  
Clermont, FL 34711



Stoneybrook West  
1201 Black Lake Boulevard  
Winter Garden, FL, United States 34787

Estimate # 6264

Estimate Date 09-21-23

Total **\$10,806.00**

Item	Description	Unit Cost	Quantity	Line Total
Scope of Work	Install One 60 Amp 240-Volt Service near ponds #14. This will require Advance Electric to Trench and hand dig some parts of the project form existing Pedestal # 839 in between houses approximately 300 ft, Install (PVC) conduits, Couplers, Fittings, Copper conductors, Install Concrete post, Meter can, (Outdoor) 8/16 Electrical panel, Grounding Electrodes, Etc and connect.	\$0.00	1.0	\$0.00
Labor and Material	This will require Three men Labor, Permit, Trencher plus Materials.	\$10,806.00	1.0	\$10,806.00
Permit	Orange county	\$0.00	1.0	\$0.00
Note 1	A/E is not responsible for any existing code violations or damages	\$0.00	1.0	\$0.00
Note 2	A/E is not responsible for Concrete or any unseen Pipes, Wires, repairs existing underground. Advance Electric will call in underground locates before digging Trenches.	\$0.00	1.0	\$0.00
Note 3	If Estimate has been approved it will be up to the Community to notify home owners that we will be working in the area, depending on lot lines A/E may have to dig through some private properties to be install the Conduits since Trees and Hedges were seen the day of walk down.	\$0.00	1.0	\$0.00

Subtotal **\$10,806.00**

Tax \$0.00

Estimate Total **\$10,806.00**

## THIS IS AN ESTIMATE

### Disclaimer

**A credit card number is required upon acceptance of this estimate.**

**The credit card will be kept on file until project completion, at which time, Advance Electric will charge the credit card unless payment is made in another form.**

This estimate is valid for 45 days. Beyond that time period, the price will be recalculated.

Pre-Purchase Disclaimer and Disclosure Notification: This form is to acknowledge you were notified of Advance Electric's disclaimers and disclosures prior to the purchase of any services or products. BonJorn Enterprises Inc./DBA Advance Electric are collectively referred to as AE throughout this document.

Exclusions: AE assumes no responsibility for damages to underground obstructions and landscape but will attempt to avoid damage. AE excludes any repairs to existing inoperable equipment and systems that do not comply with electrical codes, regulations or specifications. AE excludes any utility in and out charges.

Time: All work is to be completed between the hours of 7:00 am and 4:00 pm Monday through Friday unless otherwise noted. Overtime to accelerate the schedule is the responsibility of the owner.

Insurance: All work performed under Advance Electric's standard insurance policy.

Other Terms and Conditions: Any or all persons, firms or corporations who execute this proposal, in addition to the customer, agree to become guarantors for payment thereto and not guarantors of collection, further agree to pay to AE one and one half per cent per month service charge on the unpaid balance. In the event AE shall refer this proposal to attorneys for collection, any persons, firms or corporations executing this proposal agree to pay a reasonable attorney's fee therefore and to pay all court costs or expenses incurred in the collection of this account.

The failure by the customer to pay, shall give cause for AE to cancel all warranties and to cease work on the project until payment is made or other arrangements satisfactory to AE are agreed upon. Any such cessation shall not constitute a breach of this agreement by AE. Until final payment is received, AE specifically retains a security interest in any and all material whether installed in or becoming a part of any real property or otherwise and AE shall have the right to retake possession of any such merchandise or material. Such retaking shall not be construed to be a waiver of AE lien rights or of any other remedy at law, in equity or otherwise.

Advance Electric is not responsible for customer provided material/products functioning, manufacturing defects or warranty. If product defects or issues are found, Advance Electric will not pursue warranty and or replacement. Customer is responsible for replacement and or warranty for all customer provided products

#### General Disclosures:

- AE does not guarantee the customer any homeowners' insurance discount.
- Scheduled installation dates may be postponed due to heavy rain or electrical storms. AE will not put employee's lives at risk during lightning storms or other disastrous weather conditions. Please keep in mind, during severe weather conditions, scheduled disconnects may be postponed due to municipality resource allocations.
- AE will require unlimited access to gated communities. There is probability that we won't be able to call before arrival.
- ALL SALES ARE FINAL. Once we agree upon price and terms by signing the proposal, customer has 3 days to cancel. Once material has been ordered, customer will be responsible for 25% of material cost.
- There are specific product warranties to specific units. Warranty on INSTALLATIONS from AE are one year from completion. Workmanship applies. Please inquire about warranty for your purchase.
- No other equipment or services provided, other than those listed herein. During inspections, code violations are sometimes found. If AE is made to bring prior work to code compliance before proceeding, this will be at an additional cost.
- Installation timeframes are typically 30 days from the time we receive an approved permit. All efforts will be made to complete your project in a timely manner.
- During project process, AE will not be responsible for any damage to sprinkler systems, nor grass replacement. We WILL do our best to return your property to its original condition.
- AE accepts a deposit with the acceptance of this proposal. The remainder is due at completion of final inspection or project completion.
- Warning---Florida's Construction Law allows unpaid contractors, sub-contractors and material suppliers to file liens against your property.
- During warranty period, AE pays for 30 minutes for diagnosis, the customer will be responsible for additional time.
- AE shop rate per hour is \$125 one technician, \$175 for two technicians.
- AE is a drug free workplace.

Warranty: AE guarantees its work to be free from defect for a period of one year upon final completion. This warranty excludes re-used material, items furnished by others, unauthorized service, negligent care, vandalism, lightning or other damage. The express warranties herein are in lieu of all other warranties and in no event shall AE be liable for consequential damages.

Signed: \_\_\_\_\_

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



## SECTION 3

Attention Bidder,

Please follow the instructions listed below for the landscape maintenance services bid for The Stoneybrook West CDD. Thank you.

Instructions:

1. Please provide a filled-out fee summary schedule (see below). The fee summary aligns with the scope and map provided and will calculate totals once inputted into the spreadsheet.
2. Please refer to provided landscape map, and the scope for this bid number.
3. The scope of services has the base level of service expected to maintain the property.
4. Please refer to the specs in the scope for turf management, irrigation maintenance and other aspects of landscape maintenance for the property.
5. Please provide your best and final number to maintain the property under the provided information.

Please Submit bids by [Specify date and time]. For any questions and to submit bids please contact the below:

Andy Hatton

Field Manager

[Ahatten@gmscfl.com](mailto:Ahatten@gmscfl.com)

Cell – 352-551-3229

## Stoneybrook West CDD

### LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into “elements” to define the elements involved and required in the maintenance of the property.

### General Services- Component “A”

#### Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

#### **Mowing**

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractors should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5” and 4.5”. St Augustine will be cut between 4.5” and 5.5”. Mowing heights will be set at 2”–3” for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall be carried out when possible, so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50” mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full-size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs, they shall be removed prior to the end of each service day.

Contractors will take special care to prevent damage to plant material as a result of the mowing. The contractor is responsible for damages they cause while mowing.

### **Edging**

Sidewalks, curbs, concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

### **String Trimming**

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

### **Blowing**

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

### **Damage Prevention/Repair**

Special care shall be taken to protect building foundations, fencing, light poles, signposts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

### **Detailing**

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

## **Pruning**

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

*Pruning of trees up to a height of 12 feet is included in the scope of the work.* If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

## **Weed Control**

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

## **Trash Removal**

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

## **Policing**

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

## **Communication**

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. **A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly.** A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

## **Staffing**

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

## Component "B" – Turf Care Program

### ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control
- October: Heavy fall granular fertilization and broadleaf weed/disease control

#### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

### BAHIA – Where Applicable (Irrigated areas only)

**Application Schedule** - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

#### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

## Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

### Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

### **Application Requirements: Fertilization**

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

### **Insect/Disease Control**

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

### **Weed Control**

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

### **Warranty**



If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

## Component "C" – Tree/Shrub Care Program

### Application Schedule – Trees and Shrubs

#### Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to “clump” fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors’ recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

### **Insect/Disease Control**

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35’. All native trees or transplanted trees over 35’ in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

### **Specialty Palms**

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

### **Warranty**

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

## Component “D” – Irrigation Maintenance

### **Frequency of Service**

Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

### **Specifications**

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow contractor to proceed with repairs at an agreed threshold without prior approval.

### **Service Calls**

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor’s crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance.

Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

## Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

### E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

#### **Schedule**

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

### **Installation**

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

### **Maintenance**

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

### **Warranty**

Any bedding plant that dies due to insect damage or disease will be replaced under warranty.

Exclusions to this warranty would be freeze, theft, or vandalism.

## E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

### **Schedule**

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced “per yard”. Application will be completed within a two-week time period.

### **Installation**

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1” to 2” deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2” thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

## E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 12’ will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15’ will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15’ will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15’ will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o’clock profile or nine and three o’clock at the discretion of management. “Hurricane” cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving “stubs”.

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.

## Stoneybrook West CDD Landscape Fee Summary

Contractor:

Address:

Phone:

Fax:

Contact:

Email:

Property: Stoneybrook West CDD

Address: 219 E. Livingston St.  
Orlando,  
Florida,  
32801

Phone: 352-551-3229

Contact: Andy Hatton

Email: [Ahallon@gmscf.com](mailto:Ahallon@gmscf.com)

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Component A) - Mowing/Detailing													\$0
TURF CARE (Component B) Bahia/St Augustine/Zoysia													\$0
TREE/SHRUB CARE (Component C) Tree/Shrub Fert													\$0
IRRIGATION MAINT. (Component D)													\$0
ANNUAL CHANGES - <i>None at this time</i> (Component E.1) <i>Per Annual Pricing: Count:</i>				<i>Count:</i>			<i>Count:</i>			<i>Count:</i>			\$0
BED DRESSING - Estimate mulch yds (Component E.2) <i>Per Yard Pricing:</i>					<i>Mulch Yds</i>						<i>Mulch Yds</i>		\$0
PALM TRIMMING (Component E.3) <i>Per Palm Price:</i> <i>Palm counts:</i>													\$0
TOTAL FEE PER MONTH:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$0
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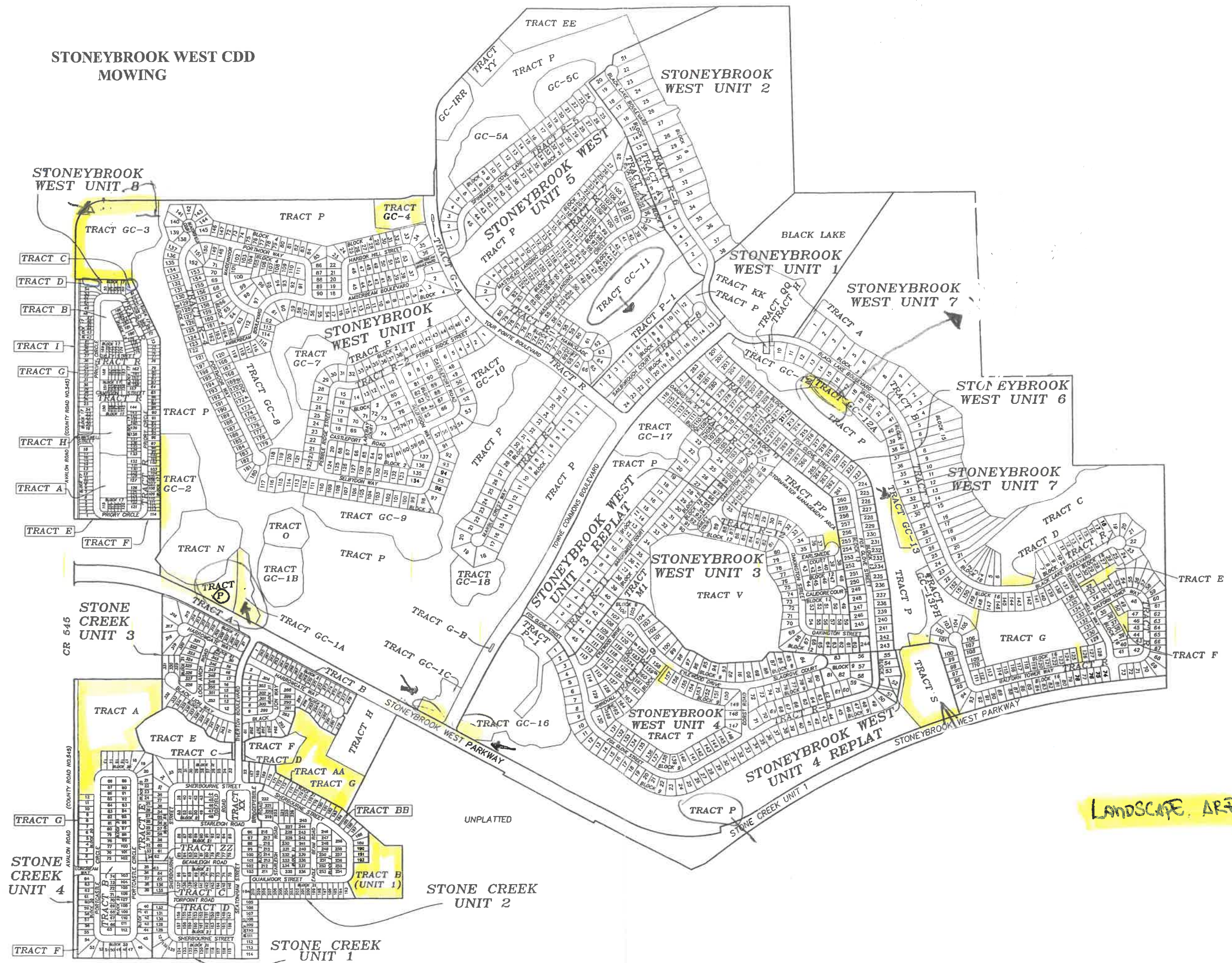
Extra Services Annual Changes, Palm Pruning, Mulch	\$0
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TOTAL	\$0.00
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1. Please fill in the Contractor information at the top left portion of the page.
2. General Services - Fill in each month with the dollars to perform this portion of the Scope of Work. Do not use averaged dollar amounts.
3. Turf Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work .
4. Tree/Shrub Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work.
5. Bedding Plants - Fill in the quantity of plants to be installed each rotation if not already listed, then fill in the dollar amount to purchase and install that quantity in the months specified in the Scope of Work. Also insert the number of plants installed in each rotation below the dollar amounts in the months they are to be installed.
6. Bed Dressing - Fill in the quantity of Bed Dressing that is recommended to be installed (if quantity not already listed or Provided) then fill in the dollar amount to purchase and install that quantity in the month specified in the Scope of Work. Please include a per yard price. Twice per year in May and Nov.
7. Palm Trimming - Count and Fill in the quantity of each palm variety that will be pruned if not already listed, then fill in the dollar amount to trim each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be pruned that month.
8. Irrigation Maintenance - Fill in the dollar amount to perform each services as outlined in the Scope of work. Fill in zone count if known (not required)



## STONEBROOK WEST CDD MOWING



## LANDSCAPE AREAS

## SECTION D

# SECTION 1

**Stoneybrook West**  
COMMUNITY DEVELOPMENT DISTRICT

**Fiscal Year 2024**  
**Check Register**

**08/01/23 - 10/31/23**

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
<b>PNC</b>		
08/01/23	433	\$29.15
08/04/23	4131 - 4132	\$10,330.00
08/08/23	4133 - 4134	\$7,951.40
08/14/23	431 - 432	\$453.30
08/15/23	4139	\$4,593.21
08/24/23	432	\$319.83
08/25/23	4140 - 4141	\$8,661.00
08/30/23	4142	\$5,702.98
08/31/23	4143	\$381.09
09/30/23	4144	\$110,000.00
	<b>SUB TOTAL</b>	<b>\$148,421.96</b>
<b>TRUIST</b>		
10/05/23	001	\$14,143.94
10/06/23	002 - 009	\$27,432.34
10/18/23	010 - 013	\$15,492.50
10/19/23	014	\$1,250.00
	<b>SUB TOTAL</b>	<b>\$58,318.78</b>
<b>TOTAL</b>		<b>\$206,740.74</b>



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/14/23	00008	7/24/23 JULY	202307 320-53800-43000 ELECTRIC 6/22-7/20/23	DUKE ENERGY	*	345.35	345.35 000431
8/24/23	00008	8/02/23 JULY	202307 320-53800-43000 FOUNTAIN 6/30-7/28/23	DUKE ENERGY	*	319.83	319.83 000432
8/01/23	00008	7/03/23 JUNE	202306 320-53800-43000 FOUNTAIN 5/1-6/29/23	DUKE ENERGY	*	29.15	29.15 000433
8/14/23	00008	10/10/23 JUNE	202306 320-53800-43000 FOUNTAIN 5/31-6/29/23	DUKE ENERGY	*	107.95	107.95 000434
8/04/23	00002	7/27/23 5287794	202307 310-51300-31100 ENGINEER SV THRU JULY 23	HANSON WALTER & ASSOCIATES INC	*	450.00	450.00 004131
8/04/23	00004	6/30/23 7547	202306 320-53800-46300 JUN 23- MIDGE/MOSQ CONT		*	3,720.00	
		7/01/23 7661B	202307 320-53800-47000 JUL 23- LAKE MAINT		*	3,255.00	
		7/01/23 7661B	202307 320-53800-46300 JUL 23- MIDGE MAINT		*	2,205.00	
		7/01/23 7665B	202307 320-53800-46700 BI MO FOUNTAIN MAINT		*	700.00	
				SITEX AQUATICS, LLC			9,880.00 004132
8/08/23	00005	8/01/23 18453	202307 310-51300-31500 LEGAL SV THRU JULY 23	CLARK & ALBAUGH, LLP	*	930.00	930.00 004133
8/08/23	00013	7/26/23 98449	202307 310-51300-34000 JUL 23- MGMT FEE		*	3,948.33	
		7/26/23 98449	202307 310-51300-31400 JUL 23- ASSESSM FEE		*	429.17	
		7/26/23 98449	202307 320-53800-34000 JUL 23- FIELD SV		*	1,287.50	
		7/26/23 98449	202307 310-51300-42000 JUL 23- POSTAGE		*	2.40	
		7/26/23 98449	202307 310-51300-49000 RENEWAL GODADDY		*	14.00	
		7/26/23 98449	202307 320-53800-49000 MAINTENANCE MAN		*	1,340.00	
				INFRAMARK			7,021.40 004134

SBWS STONEYBROOK WS SNEEROOA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
8/15/23	00003	8/01/23 8512421	202308 320-53800-46200 AUG 23- LANDSCAPE MAINT	BRIGHTVIEW LANDSCAPE SERVICES, INC	*	4,593.21	4,593.21 004139
8/25/23	00002	7/13/23 5287605	202306 310-51300-31100 ENGINEER SV THRU JUNE 23	HANSON WALTER & ASSOCIATES INC	*	225.00	225.00 004140
8/25/23	00004	7/30/23 7677B	202307 320-53800-46300 JUL 23- MIDGE/MOSQ CONTR		*	2,976.00	
		8/01/23 7745B	202308 320-53800-47000 AUG 23- LAKE MAINT		*	3,255.00	
		8/01/23 7745B	202308 320-53800-46300 AUG 23- MIDGE MAINT	SITEX AQUATICS, LLC	*	2,205.00	8,436.00 004141
8/30/23	00013	8/22/23 99964	202308 310-51300-34000 AUG 23- MGMT FEE		*	3,948.33	
		8/22/23 99964	202308 310-51300-31400 AUG 23- ASSESSMENT FEE		*	429.17	
		8/22/23 99964	202308 320-53800-34000 AUG 23- FIELD SV		*	1,287.50	
		8/22/23 99964	202308 310-51300-49000 ZOOM	INFRAMARK	*	37.98	5,702.98 004142
8/31/23	00013	8/31/23 100095	202308 310-51300-42000 POSTAGE		*	6.93	
		8/31/23 100095	202308 310-51300-49000 RETRIEVAL OF D RECORDS		*	337.39	
		8/31/23 100095	202308 310-51300-49000 AUG 23 ZOOM MTG	INFRAMARK	*	36.77	381.09 004143
9/30/23	00022	9/30/23 09302023	202309 300-10100-10000 TSFR PNC TO TRUIST	STONEYBROOK WEST C/O TRUIST	*	110,000.00	110,000.00 004144
TOTAL FOR BANK B						148,421.96	
TOTAL FOR REGISTER						148,421.96	



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/18/23	00001	10/01/23 3	202310 310-51300-34000		*	3,125.00	
		MGMT FEE - OCT 23					
		10/01/23 3	202310 310-51300-35200		*	100.00	
		WEB MAINT - OCT 23					
		10/01/23 3	202310 310-51300-35100		*	150.00	
		INFO TECH - OCT 23					
		10/01/23 4	202310 320-53800-34000		*	1,250.00	
		FIELD MGMT - OCT 23					
				GMS-CF, LLC			4,625.00 000011
10/18/23	00002	10/16/23 5288690	202309 310-51300-31100		*	812.50	
		ENG. SVCS SEP 2023					
				HANSON WALTER & ASSOCIATES INC			812.50 000012
10/18/23	00004	8/31/23 7660B-17	202308 320-53800-46300		*	3,720.00	
		AUG - MIDGE/MOSQ CONTR					
		9/01/23 7660B-14	202309 320-53800-46700		*	700.00	
		BI MO FOUNTAIN MAINT					
		9/01/23 7660B-46	202309 320-53800-47000		*	3,255.00	
		LAKE \$ WETLAND - SEP 23					
		9/01/23 7660B-46	202309 320-53800-46300		*	2,205.00	
		M. FLY LAVICIDE- SEP 23					
				SITEX AQUATICS, LLC			9,880.00 000013
10/19/23	00001	9/01/23 5	202309 320-53800-34000		*	1,250.00	
		FIELD MGMT - SEP 23					
				GMS-CF, LLC			1,250.00 000014
TOTAL FOR BANK A						58,318.78	
TOTAL FOR REGISTER						58,318.78	



## SECTION 2

***Stoneybrook West***  
***Community Development District***

***Unaudited Financial Reporting***  
***October 31, 2023***



# Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Fund Series 2018</u>
5-6	<u>Month to Month</u>
7	<u>Long Term Debt Report</u>

**Stoneybrook West**  
**Community Development District**  
**Combined Balance Sheet**  
**October 31, 2023**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<u>Cash:</u>			
Operating Account - Truist	\$ 569,547	\$ -	\$ 569,547
Assessments Receivable	1,922	3,413	5,335
Allow-Doubtful Collections	(641)	(889)	(1,530)
Due from General Fund	-	270	270
<u>Investments:</u>			
<u>Series 2018</u>			
Reserve Fund (A-1)	-	12,957	12,957
Reserve Fund (A-2)	-	111,465	111,465
Revenue Fund (A-1)	-	58,526	58,526
Revenue Fund (A-2)	-	61,036	61,036
			-
Deposits	235	-	235
<b>Total Assets</b>	<b>\$ 571,063</b>	<b>\$ 246,779</b>	<b>\$ 817,842</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 55,236	\$ -	\$ 55,236
Due to Debt Service	270	-	270
<b>Total Liabilities</b>	<b>\$ 55,506</b>	<b>\$ -</b>	<b>\$ 55,506</b>
<b>Fund Balance:</b>			
Nonspendable:			
Deposits	\$ 235	\$ -	\$ 235
Restricted for:			
Debt Service - Series	-	246,779	246,779
Assigned for:			
Operating Reserves	125,779	-	125,779
Reserve - Emergency	27,346	-	27,346
Reserve - Ponds	77,600	-	77,600
Unassigned	284,596	-	284,596
<b>Total Fund Balances</b>	<b>\$ 515,556</b>	<b>\$ 246,779</b>	<b>\$ 762,336</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 571,063</b>	<b>\$ 246,779</b>	<b>\$ 817,842</b>

**Stoneybrook West**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/23	Thru 10/31/23	Variance

**Revenues:**

Special Assessments - Tax Roll	\$501,480	\$ -	\$ -	\$ -
Interest Income	289	24	1,213	1,189

<b>Total Revenues</b>	<b>\$ 501,769</b>	<b>\$ 24</b>	<b>\$ 1,213</b>	<b>\$ 1,189</b>
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**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 5,000	\$ -	\$ -	\$ -
PR-FICA	383	-	-	-
Arbitrage Rebate	600	-	-	-
Dissemination Agent	2,000	-	-	-
Engineering	6,500	542	-	542
Attorney	15,500	1,292	330	962
Management Fees	48,801	4,067	3,125	942
Assessment Administration	5,150	-	-	-
Trustee Fees	7,200	-	-	-
Annual Audit	4,500	-	-	-
Website Maintenance	2,100	175	488	(313)
Postage & Delivery	650	54	-	54
Insurance General Liability	8,360	8,360	6,685	1,675
Printing & Binding	500	42	-	42
Legal Advertising	1,500	125	-	125
Information Technology	-	-	150	(150)
Other Current Charges	2,400	200	8	192
Office Supplies	750	63	-	63
Dues, Licenses & Subscriptions	175	175	175	-

<b>Total General &amp; Administrative</b>	<b>\$ 112,069</b>	<b>\$ 15,093</b>	<b>\$ 10,961</b>	<b>\$ 4,132</b>
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**Stoneybrook West**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2023**

	Adopted Budget	Prorated Budget Thru 10/31/23	Actual Thru 10/31/23	Variance
<b><u>Operations &amp; Maintenance</u></b>				
<b>Field Expenditures</b>				
Field Management	\$ 15,914	\$ 1,326	\$ 1,250	\$ 76
Lake and Wetland	39,060	3,255	3,255	-
Contract - Fountain	4,200	350	-	350
Contract - Landscape	55,119	4,593	4,593	0
Contract - Pest Control	71,100	5,925	5,181	744
Storm Drainage	3,451	288	-	288
Utility - Electric	12,500	1,042	750	292
R&M - Fountain	12,500	1,042	-	1,042
Misc - Contingency	10,910	909	-	909
Capital Outlay	60,000	5,000	-	5,000
<b>Total Field Expenditures</b>	<b>\$ 284,754</b>	<b>\$ 23,729</b>	<b>\$ 15,029</b>	<b>\$ 8,700</b>
<b><u>Reserves</u></b>				
Reserves - Emergency	\$ 27,346	\$ -	-	-
Reserves - Ponds	77,600	-	-	-
<b>Total Reserves</b>	<b>\$ 104,946</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 501,768</b>	<b>\$ 38,823</b>	<b>\$ 25,990</b>	<b>\$ 12,833</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 1</b>	<b>\$ (38,799)</b>	<b>\$ (24,778)</b>	<b>\$ 14,021</b>
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 1</b>	<b>\$ (38,799)</b>	<b>\$ (24,778)</b>	<b>\$ 14,021</b>
<b>Fund Balance - Beginning</b>	<b>\$ 495,124</b>		<b>\$ 540,099</b>	
<b>Fund Balance - Ending</b>	<b>\$ 495,125</b>		<b>\$ 515,321</b>	

**Stoneybrook West**  
**Community Development District**  
**Debt Service Fund Series**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2023**

	Adopted Budget	Prorated Budge Thru 10/31/23	Actual Thru 10/31/23	Variance
<b><u>Revenues:</u></b>				
Special Assessments - Tax Roll	\$ 497,689	\$ -	\$ -	\$ -
Interest Income	11	1	807	806
<b>Total Revenues</b>	<b>\$ 497,700</b>	<b>\$ 1</b>	<b>\$ 807</b>	<b>\$ 806</b>
<b><u>Expenditures:</u></b>				
Interest A1	\$ 18,200	\$ -	\$ -	\$ -
Interest A2	122,072	-	-	-
Principal A1	34,000	-	-	-
Principal A2	329,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 503,272</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (5,572)</b>	<b>\$ 1</b>	<b>\$ 807</b>	<b>\$ 806</b>
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (5,572)</b>	<b>\$ 1</b>	<b>\$ 807</b>	<b>\$ 806</b>
<b>Fund Balance - Beginning</b>	<b>\$ (187,439)</b>		<b>\$ 245,972</b>	
<b>Fund Balance - Ending</b>	<b>\$ (193,011)</b>		<b>\$ 246,779</b>	

**Stoneybrook West**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Revenues:</u></b>													
Special Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Special Assessments - Delinquent	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	1,213	-	-	-	-	-	-	-	-	-	-	-	1,213
<b>Total Revenues</b>	<b>\$ 1,213</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,213</b>
<b><u>Expenditures:</u></b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney	330	-	-	-	-	-	-	-	-	-	-	-	330
Management Fees	3,125	-	-	-	-	-	-	-	-	-	-	-	3,125
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Website Maintenance	488	-	-	-	-	-	-	-	-	-	-	-	488
Postage & Delivery	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance General Liability	6,685	-	-	-	-	-	-	-	-	-	-	-	6,685
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	150	-	-	-	-	-	-	-	-	-	-	-	150
Other Current Charges	8	-	-	-	-	-	-	-	-	-	-	-	8
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
<b>Total General &amp; Administrative</b>	<b>\$ 10,961</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,961</b>



**Stoneybrook West**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Operations &amp; Maintenance</u></b>													
<b>Field Expenditures</b>													
Field Management	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,250
Lake and Wetland	3,255	-	-	-	-	-	-	-	-	-	-	-	3,255
Contract - Fountain	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract - Landscape	4,593	-	-	-	-	-	-	-	-	-	-	-	4,593
Contract - Pest Control	5,181	-	-	-	-	-	-	-	-	-	-	-	5,181
Storm Drainage	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility - Electric	750	-	-	-	-	-	-	-	-	-	-	-	750
R&M - Fountain	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc - Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Field Expenditures</b>	<b>\$ 15,029</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>15,029</b>
<b>Reserves</b>													
Reserves - Emergency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Ponds	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Reserves</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Total Expenditures</b>	<b>\$ 25,990</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>25,990</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (24,778)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(24,778)</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Net Change in Fund Balance</b>	<b>\$ (24,778)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(24,778)</b>

**Stoneybrook West**  
**Community Development District**  
**Long Term Debt Report**

Series 2018 A-1, Special Assessment Revenue Refunding Bonds		
Interest Rate:	3.64%	
Maturity Date:	5/1/2035	
Reserve Fund Definition	25% of MADS	
Reserve Fund Requirement	\$12,957.25	
Reserve Fund Balance	\$12,957.24	
Bonds Outstanding		\$623,000
Less: Principal Payment - 5/1/20		(\$29,000)
Less: Principal Payment - 5/1/21		(\$30,000)
Less: Principal Payment - 5/1/22		(\$31,000)
Less: Principal Payment - 5/1/23		(\$33,000)
<b>Current Bonds Outstanding</b>		<b>\$500,000</b>

Series 2018 A-2, Special Assessment Revenue Refunding Bonds		
Interest Rate:	3.56%	
Maturity Date:	5/1/2032	
Reserve Fund Definition	25% of MADS	
Reserve Fund Requirement	\$111,465.00	
Reserve Fund Balance	\$111,465.00	
Bonds Outstanding		\$4,635,000
Less: Principal Payment - 5/1/20		(\$285,000)
Less: Principal Payment - 5/1/21		(\$296,000)
Less: Principal Payment - 5/1/22		(\$307,000)
Less: Principal Payment - 5/1/23		(\$318,000)
<b>Current Bonds Outstanding</b>		<b>\$3,429,000</b>

## SECTION 3

# Memo

**To:** Stoneybrook West Community Development Board of Supervisors

Tom Alexander, Chair

Tiffany McVeigh Acireale, Vice Chair

George Morgan

Jennifer Fletcher Odum

Matthew Nicholas

**From:** Tricia Adams, District Manager

**Date:** November 29, 2023

**Re:** Assessment Methodology for Operations and Maintenance Assessments

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The purpose of this memorandum is to provide background and context for consideration of a proposal for Governmental Management Services-Central Florida ("GMS") to provide Stoneybrook West Community Development District (the "District") an Assessment Methodology Report. This Assessment Methodology Report would provide the District detailed information on how the costs to operate and maintain the District could be fairly apportioned to properties within the District boundaries.

Background: Due to concerns brought to the attention of the Board of Supervisors (the "Board") by property owners within the District, the Board has expressed desire to consider a revised Assessment Methodology to assess annual Operations and Maintenance Assessments.

On February 22, 2023, the Board approved a proposal from Inframark, the former District Management firm, for \$4,500 to prepare an Assessment Methodology Report.

On May 31, 2023 the Board reviewed and ultimately rejected the Assessment Methodology Report due to the report not addressing fair assessment based on use of the stormwater system. Inframark never billed for the report.

On October 1, 2023 GMS was hired as District Manager for the District. The Board approved a Management Agreement, which included the standard costs for the preparation of an Assessment Methodology Report at a cost of \$15,000. **GMS understands the Assessment Methodology Report for Operation and Maintenance Assessments is a priority for the District and is proposing to prepare this report at a reduced fee of \$4,500 to address the Operations and Maintenance Assessments.** The GMS assessment team has reviewed the current assessment allocation in detail and will propose an assessment methodology that supports the relationship between the seven product types (Townhomes and six Lots Sizes) and the benefit each receives from the stormwater system. The assessment methodology will also consider the equal benefit all properties receive from the administration of the District. If the proposed service is approved by the Board of Supervisors, GMS can prepare the report for review and acceptance at the February 28, 2024 Board of Supervisors meeting. If the report is accepted, the revised allocation would then be used when assessments were levied for the Fiscal Year 2025 budget, starting October 1, 2024.

In order to move forward with a new Assessment Methodology Report, the Board would need to approve by motion the preparation of an Assessment Methodology Report by GMS.

# AUDIT COMMITTEE MEETING

**STONEYBROOK WEST COMMUNITY DEVELOPMENT  
DISTRICT REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2024  
City of Winter Garden, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than 5:00 p.m. on Monday, May 20, 2024 at the offices of:

Governmental Management Services – Central Florida, LLC, Attn: Tricia Adams/ Brittany Brookes, District Manager, 219 East Livingston Street, Orlando, Florida 32801. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) original hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “**Auditing Services: "Stoneybrook West Community Development District"**” on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include résumés for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including résumés with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The cost of the provision of the services under the proposal for Fiscal Years 2024, 2025, 2026, 2027, and 2028. The District intends to enter into five (5) separate one-year agreements
- E. Provide a proposed schedule for performance of the audit.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.



**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**1. Ability of Personnel. (20 Points)**

2. *Proposer's Experience.* (20 Points)

**3. *Understanding of Scope of Work.* (20 Points)**

**4. *Ability to Furnish the Required Services.* (20 Points)**

**5. Price. (20 Points)**

**TOTAL** **(100 Points)**

## SECTION B

## **STONEYBROOK WEST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Stoneybrook West Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an four (4) additional annual renewals. The District is a local unit of special purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing and maintaining public infrastructure. The District is located in the City of Winter Garden, Florida. The District currently has an operating budget of approximately \$503,118 . The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 1, 2025.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards", as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal package, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) original hard copy and one (1) electronic copy of their proposal to Governmental Management Services – Central Florida, LLC Attn: Tricia Adams, District Manager, 219 East Livingston Street, Orlando, Florida 32801, in an envelope marked on the outside **"Auditing Services – Stoneybrook West Community Development District."**

Proposals must be received by **5:00 PM on Monday, May 20, 2024**, at the office address listed above. Proposals received after this time will not be eligible for consideration. Please direct all questions regarding this Notice to the District Manager who can be reached at (407) 841-5524.

District Manager  
Governmental Management Services – Central Florida, LLC