

***Stoneybrook West
Community Development District***

Agenda

February 26, 2025

AGENDA

Stoneybrook West
Community Development District

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

February 19, 2025

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, February 26, 2025**, 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/89171205456>

Call-In Information: 305-224-1968 **Meeting ID:** 891 7120 5456

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Acceptance of Resignation of Supervisor Smith, Seat No. 3
 - B. Appointment of Individual to Fill Seat 3
 - C. Administration of Oath of Office to Newly Appointed Supervisor
 - D. Consideration of Resolution 2025-03 Electing an Assistant Secretary
4. Approval of Minutes of the December 18, 2024 Board of Supervisors Meeting
5. Consideration of Construction Access Agreement with Orange County Public Schools
6. Review of Draft of Memorandum of Understanding Between CDD and HOA Regarding Infrastructure Maintenance
7. Ratification of Sitex Aquatics Fountain Repair Proposal
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Sitex Aquatics Report on Stormwater Maintenance – Nuisance Vegetation Control
 - D. District Manager's Report
 - i. Approval of Check Register.
 - ii. Balance Sheet and Income Statement
9. Other Business
10. Supervisors Requests
11. Adjournment

SECTION III

SECTION A

Begin forwarded message:

From: Luke Smith <luke.stoneybrookcdd@gmail.com>

Subject: Re: Luke Smith's CDD Position

Date: February 25, 2025 at 2:02:37 PM EST

To: Tricia Adams <tadams@gmscfl.com>

Hi Tricia,

At this time we are no longer living within CDD boundaries. For this reason, I am resigning from the Stoneybrook CDD Board.

Thank you and I wish you all the best!

Luke Smith

SECTION D

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AN ASSISTANT SECRETARY OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Secretary.

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

SECTION 1. _____ is appointed as Assistant Secretary.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____ 2025.

ATTEST:

**STONEYBROOK WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

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

The regular meeting of the Board of Supervisors of the Stoneybrook West Community Development District was held Wednesday, **December 18, 2024** at 6:30 p.m. at Towne Center, 1201 Black Lake Blvd., Winter Garden, Florida and via Zoom.

Present and constituting a quorum:

Tom Alexander	Chairman
Tiffany McVeigh Acireale	Vice Chair
Jennifer Odom	Assistant Secretary
Luke Smith	Appointed as Assistant Secretary
Lori Naegele	Appointed as Assistant Secretary

Also present were:

Tricia Adams	District Manager
Scott Clark	District Counsel
Pete Glasscock	District Engineer
Rob Szozda	Field Manager
Devon Craig <i>by Zoom</i>	Sitex

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 6:30 p.m. Three Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams opened the public comment period for any public comments to the Board.

THIRD ORDER OF BUSINESS**Acceptance of Minutes of the July 31, 2024
Audit Committee and Board of
Supervisors Meetings**

Ms. Adams presented the minutes from the July 31, 2024 Audit Committee and Board of Supervisors meetings. She noted that these minutes have been reviewed by District Management staff and District Counsel.

On MOTION by Ms. Odom, seconded by Mr. Alexander, with all in favor, the Minutes of the July 31, 2024 Audit Committee and Board of Supervisors Meetings, were approved.

FOURTH ORDER OF BUSINESS**Administration of Oath of Office to Newly
Elected Supervisor, Seat 4**

Ms. Adams stated Supervisor Acireale had a new term that started November 19, 2024. She was elected for a 4-year term. The Oath of Office was administered to Ms. Acireale prior to the beginning of today's meeting.

FIFTH ORDER OF BUSINESS**Organizational Matters****A. Consideration of Resolution 2025-01 Declaring Seat 5 Vacant**

Ms. Adams stated Resolution 2025-01 declares seat 5 vacant. There were no qualified electors who qualified through the Supervisor of Elections office.

On MOTION by Mr. Alexander, seconded by Ms. Odom, with all in favor, Resolution 2025-01 Declaring Seat 5 Vacant, was approved.

B. Review of Resumes for the Position of Supervisor

- i. Eli Gray**
- ii. Lori Naegele**
- iii. Luke Smith**

Ms. Acireale noted Ms. Naegele and Mr. Smith are in attendance. Ms. Adams noted both have confirmed that they are qualified electors.

C. Appointment of Individuals to Fulfill Board Vacancies (Seats 3 and 5)

Mr. Alexander nominated Luke Smith to fill the vacancy in Seat 3.

On MOTION by Mr. Alexander, seconded by Ms. Odom, with all in favor, the Appointment of Luke Smith to Seat 3, was approved.

Ms. Acireale appointed Lori Naegele to seat 5.

On MOTION by Ms. Acireale, seconded by Mr. Alexander, with all in favor, the Appointment of Lori Naegele to Seat 5, was approved.

D. Administration of Oath of Office to Newly Appointed Supervisors

Ms. Adams administered the oath of office to Luke Smith and Lori Naegele. Mr. Clark reviewed the Sunshine Law, Public Records Law, Ethics Law, Form 1, and Ethics training.

E. Consideration of Resolution 2025-02 Electing Officers

Ms. Adams noted currently Tom Alexander is Chairperson, Tiffany Acireale is Vice Chairperson and remaining Board members are Assistant Secretaries, as well as George Flint as Secretary, Tricia Adams as Assistant Secretary, Rich Hans as Assistant Treasurer & Assistant Secretary, Jill Burns as Treasurer, Darrin Mossing & Katie Costa as Assistant Treasurer.

On MOTION by Ms. Odom, seconded by Mr. Smith, with all in favor, Resolution 2025-02 Electing Officers – Keeping the Same Slate of Officers and Adding Ms. Naegle and Mr. Smith as Assistant Secretaries, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Fiscal Year 2024 Audit Engagement Letter

Ms. Adams stated CDDs are required to undergo an annual independent audit of all of the District's financial records. Grau & Associates was selected as the auditor. They have provided an audit engagement letter for 5 years of services. The audit fee for FY24 is \$3,800.

On MOTION by Mr. Alexander, seconded by Ms. Acireale, with all in favor, the Fiscal Year 2024 Audit Engagement Letter, was approved.

SEVENTH ORDER OF BUSINESS

Ratification of Non-Ad Valorem Agreement with Orange County Property Appraiser

Ms. Adams stated this is an agreement that was effect in October 1, 2024. This agreement is between the District and the Orange County property appraiser's office and allows the District to use the Orange County property tax bill as a method to collect the CDD fees.

On MOTION by Ms. Acireale, seconded by Mr. Alexander, with all in favor, the Non-Ad Valorem Agreement with Orange County Property Appraiser, was ratified.
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EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Clark discussed coming up with a type of agreement or memorandum of understanding the CDD could use to lay out what each entity is responsible for maintenance and repairs of the stormwater system. A chart and map would be attached. The Board agreed for the attorney to proceed with the preparation of the document.

B. Engineer

Mr. Glasscock spoke about repairs that are still needed in the dry pond and plans to meet with a contractor after the first of the year.

C. Field Manager's Report

Mr. Szozda reviewed the Field Management Report on page 44 of the agenda packet. Board members discussed the use of clams and aerators to improve the water quality.

D. District Manager's Report

Ms. Adams reminded Board members to complete the 4 hours of ethics training by December 31, 2024 and report the training when filing Form 1 in July 2025. Mr. Szozda is coordinating for maintenance of the area between ponds 25 & 26 since it is owned by the CDD. A Board member recommended running future legal notices in the West Orange Times instead of Orlando Sentinel.

i. Approval of Check Register

Ms. Adams presented the check register from July 1st through November 30th totaling \$166,263.90. A detailed run summary follows the check register.

On MOTION by Ms. Acireale, seconded by Ms. Odom, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Adams presented the unaudited financials through November 30, 2024.

NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Supervisor's Request

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

Ms. Adams asked for a motion to adjourn the meeting.

On MOTION by Mr. Alexander, seconded by Ms. Odom, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

Prepared by and return to:
Jad M. Brewer, Esq.
Orange County Public Schools
6501 Magic Way, Bldg. 200
Orlando, Florida 32809

Project: Whispering Oak Elementary Capacity Enhancement

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.014(10), F.A.C.

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is made as of the Effective Date (hereinafter defined) by and between **STONEBROOK WEST COMMUNITY DEVELOPMENT DISTRICT**, whose mailing address is 1241 Semoran Blvd, Suite 185, Casselberry, Florida 32707 (**“Grantor”**) and **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public corporate body organized and existing under the Constitution and laws of the State of Florida, with its principal offices at 445 West Amelia Street, Orlando, Florida, 32801 (**“Grantee”**).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain real property consisting of approximately 2.82 acres located in Orange County, Florida, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (**“Property”**); and

WHEREAS, Grantee is undertaking the construction and installation of certain drainage improvements on or adjacent to the Property in accordance with St. Johns Water Management District permit 56456-52 (**“Construction Project”**); and

WHEREAS, Grantee requires a temporary, non-exclusive construction easement over, under, and across a portion of the Property for its Construction Project (**“Easement”**); and

WHEREAS, Grantor has agreed to grant to Grantee a temporary, non-exclusive construction easement over, under, and across the Property in accordance with the terms and conditions more specifically set forth herein.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and hereby incorporated into the terms of this Agreement.

2. **Grant of Temporary Construction Easement.** Grantor hereby grants, bargains, sells, releases, conveys and confirms unto Grantee, a temporary, non-exclusive construction easement to Grantee over, under, and across the Property depicted and legally described in **Exhibit "A"** ("**Easement**") for the purpose of providing Grantee the right to construct the Construction Project, and as a temporary means of construction access, vehicular and pedestrian ingress and egress for the Construction Project, and all rights incidental thereto. The Easement shall not include the right of Grantee to use the areas within the Easement for additional work space and temporary storage of materials and equipment associated with the Construction Project. The right to use the Easement may be extended by Grantee to its employees, agents, licensees, contractors, consultants, subcontractors, business invitees and other persons having contact with the Construction Project (collectively, "**Grantee's Affiliates**"). Grantee shall not make any use of the Easement which is detrimental or disrupts the normal activities of the Property. All rights not reasonably necessary hereunder are expressly reserved to Grantor. Nothing contained in this Easement shall be deemed to constitute a grant or dedication to the general public or for any public purpose whatsoever.

3. **Duration of Easement.** All covenants, rights and obligations related to the Easement shall automatically terminate upon the earlier of (i) the completion of the Construction Project; (ii) 180 days from the Effective Date hereof,, unless sooner terminated as provided herein or extended by the mutual consent of the parties hereto ("**Termination**"). Upon Termination, this Agreement shall be deemed null and void and of no further force or effect and the parties hereto shall be relieved of any further rights and obligations hereunder.

4. **Maintenance of the Easement.** Grantee agrees to maintain the Easement, and to pay all costs and expenses in connection therewith. Grantee, or its successors and assigns, at its sole cost and expense, shall maintain, replace and repair, to the extent necessary, the Easement in (i) a good state of repair and condition and (ii) accordance with all applicable governmental regulations. In the event Grantee, or Grantee's Affiliates, disturb or damage any areas, facilities, improvements or property within the Easement or Property, including, without limitation, any paving, curbing, sidewalks, recreational facilities and landscaping, (collectively, "**Disturbed Area**"), Grantee shall, at its sole cost and expense, promptly repair, replace and restore any Disturbed Area on the Property to its original condition. Grantee shall not make any use of the Easement that would weaken, diminish or impair the lateral or subjacent support to an improvement located on the Property

5. **Indemnity.** For actions attributable to the exercise of its rights under this easement, GRANTEE will indemnify and hold harmless GRANTOR, its agents, employees and elected officials to the extent provided in §768.28, Fla. Stat., as same may be amended from time to time. Nothing herein shall be construed as: (a) a waiver of Grantee's nor Grantor's sovereign immunity or the protections or provisions provided under Section 768.28, Florida Statutes, as same may be amended from time to time, or (b) an agreement by Grantor or Grantee to pay a claim or a judgment which exceeds the limits per claim or per occurrence set forth for tort liability in Section 768.28, Florida Statutes, as same may be amended from time to time, which limits are hereby made applicable to all manner of claims against Grantor or Grantee related to this

easement and are not confined to tort liability. The terms of this paragraph shall survive any termination of this easement. Grantee has contracted with McCree Design Builders, Inc., a Florida corporation (herein, the "Contractor") to perform the construction contemplated in this Temporary Construction Easement, and Contractor agrees to indemnify Grantor from any and all claims, damages, losses and expenses, including attorneys' fees and costs arising out of or from the performance of the work ("Contractor's Indemnity"). Contractor shall provide evidence of general liability insurance in an amount not less than \$2,000,000, with coverages generally acceptable in the construction industry. Grantor shall be named in a certificate of insurance as an additional insured prior to Contractor's entry onto Grantor's property. Nothing contained herein shall be construed to limit or alter the indemnification that Contractor for GRANTEE has agreed to provide GRANTEE through a separate construction management agreement applicable to the Construction Project, and GRANTEE agrees to enforce the provisions of Contractor's Indemnity in the event of an incident giving rise thereto. Contractor has joined in the execution of this Temporary Construction Easement to evidence Contractor's agreement to the terms of this instrument, including, specifically, the terms of this Section 5.

6. **Defaults.** In the event Grantee fails to comply with or perform any of the conditions to be complied with or any of the covenants or obligations to be performed by Grantee under the terms and provisions of this Agreement, Grantor may send a written notice to Grantee demanding performance of the unfulfilled obligation. If Grantee fails to cure such non-performance within fifteen (15) calendar days of the delivery of such notice, Grantor, in Grantor's sole discretion, shall be entitled to (i) exercise any and all rights and remedies available to Grantor at law and in equity, including without limitation the right of specific performance and injunction; or (ii) terminate this Agreement. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. Nothing contained herein shall be construed as a waiver of Grantor's sovereign immunity beyond the limits described in Section 768.28, Florida Statutes, as same made by amended from time to time.

7. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly received as of: (i) the date and time the same are personally delivered, transmitted electronically (i.e., facsimile or e-mail); (ii) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or (iii) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Grantor: Stoneybrook West Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

Copy to: Scott D. Clark, Esq.
1800 Town Plaza Court
Winter Springs, Florida 32708

Grantee: The School Board of Orange County, Florida
445 West Amelia Street
Orlando, Florida 32801
Attn: General Counsel
Telephone: (407) 317-3411
Facsimile: (407) 317-3341

Copy to: Orange County Public Schools
Real Estate Management
6501 Magic Way, Bldg. 200
Orlando, Florida 32809
Telephone: (407) 317-3700 (ext. 202-5108)
Facsimile: (407) 317-3792

-and-

Orange County Public Schools
Facilities Services
Attn: Jad Brewer, Esq.
6501 Magic Way, Bldg. 200
Orlando, Florida 32809
Telephone: (407) 317-3700 (ext. 202-5906)
Facsimile: (407) 317-3751

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

8. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever, under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement and the provisions contained herein shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida, with venue and jurisdiction for any proceeding in Orange County, Florida. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason

and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

9. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear its own attorneys' fees, costs, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Grantor's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Grantor to be sued.

10. **Rules and Regulations.** Prior to Grantee exercising its rights granted hereunder, Grantee shall obtain and maintain all necessary or required permits, approvals and licenses for the Construction Project.

11. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterpart copies, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this Agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

12. **Amendments to Agreement.** Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. Grantor does hereby confer upon the Manager of its Real Estate Management Division, and Grantee does hereby confer upon the Superintendent, or Superintendent's designee, the authority to amend this Agreement or provide any consent or approval set forth herein, without formal approval from Grantor or Grantee, respectively, provided such amendment or consent does not substantially alter or modify the terms herein.

13. **Effective Date.** The effective date of this Agreement shall be the date upon which the last of the parties hereto executes this Agreement ("**Effective Date**").

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement in manner and form sufficient to bind them as of the Effective Date.

Signed and sealed in the presence of:

“GRANTEE”

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

Print Name: _____
445 West Amelia St., Orlando, Florida 32801

Print Name: _____
445 West Amelia St., Orlando, Florida 32801

By: _____
Teresa Jacobs, as Chair

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. She is ☐ personally known to me or ☐ has produced _____ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

AFFIX NOTARY STAMP

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

Signed and sealed in the presence of:

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a body corporate
and political subdivision of the State of
Florida

Print Name: _____
445 West Amelia St., Orlando, Florida 32801

Attest: _____
Maria F. Vazquez, Ed.D., as its
Superintendent

Print Name: _____
445 West Amelia St., Orlando, Florida 32801

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Maria F. Vazquez, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. She is ☐ personally known to me or ☐ has produced _____ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

AFFIX NOTARY STAMP

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

“GRANTOR”

**STONEYBROOK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Signed and sealed in the presence of:

Print name: _____
Address: _____

Print name: _____
Address _____

By: _____

Print Name: _____
Title: _____

Date: _____

STATE OF _____)
) s.s.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on the ____ day of _____, 2025, by _____, as _____ of _____.
He/she is ____ personally known to me or provided _____ as identification.

AFFIX NOTARY STAMP

NOTARY PUBLIC OF FLORIDA
Print Name: _____
Commission No.: _____
Expires: _____

JOINDER FOR PURPOSES OF SECTION 5

**“CONSTRUCTION CONTRACTOR”
McCree Design Builders, Inc., a Floria
Corporation**

By: _____
Richard T. McCree, Jr.. Chief Executive Officer/
President

EXHIBIT “A”

Legal Description of Easement

Portion of Orange County Property Appraiser’s Parcel Identification No. 04-23-27-0000-00-032

SECTION VI

**MEMORANDUM OF UNDERSTANDING RELATIVE TO MAINTENANCE, REPAIR
AND REPLACEMENT OF STONEYBROOK WEST STORMWATER MANAGEMENT
SYSTEM AND THE FUNDING OF THE COST THEREOF**

This Memorandum of Understanding ("MOU") is entered into as of this day of _____, 2025, by and between the following:

Stoneybrook West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Orange County, Florida, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 ("SWCDD"); and

Westbrook at Stoneybrook West Homeowners Association, Inc., a Florida not-for-profit corporation whose mailing address is 6972 Lake Gloria Blvd., Orlando, Florida 32809 ("Westbrook HOA"); and

Stone Creek Homeowners Association, Inc., a Florida not-for-profit corporation whose mailing address is 2180 W. S.R. 434, Suite 5000, Longwood, Florida 32779 ("Stone Creek HOA"); and

Stoneybrook West Master Association, Inc., a Florida not-for-profit corporation whose mailing address is 6972 Lake Gloria Blvd., Orlando, Florida 32809 (the "Master Association").

RECITALS

WHEREAS, SWCDD was created pursuant to Ordinance 99-60 of the City of Winter Garden, Florida for the purpose of financing, acquiring, constructing and maintaining public infrastructure improvements on certain of the lands located within Stoneybrook West; and

WHEREAS, the Westbrook HOA, Stone Creek HOA and Master Association (sometimes collectively referred to as "Associations" are the owners of certain private improvements and real property located within Stoneybrook West; and

WHEREAS, the Master Association is the owner of the Stoneybrook West Golf Club, which owns a golf course and related private improvements and real property (the "Golf Course") within Stoneybrook West; and

WHEREAS, the stormwater management facilities within Stoneybrook West generally consist of roadway curbs, roadway gutters, stormwater management manholes and manhole covers, roadway inlets (including inlet grates and covers), underground inlet boxes, swales/berms on common areas owned by the Associations, swales/berms on property owned by the Districts, stormwater management pipes (including pipes from roadways to the Districts' ponds, pipes from manholes to the Districts' ponds, pipes connecting the Districts' ponds, and pipes connecting manholes), and stormwater management ponds (including associated outfalls and mitered end sections) (collectively, the "Stormwater Management System"); and

WHEREAS, the operation and maintenance of the Stormwater Management System is included within the scope of the District's Capital Improvement Plans, thereby allowing the Districts to operate and maintain components of the Stormwater Management System; and

WHEREAS, that certain *Declaration of Covenants, Conditions and Restrictions for Stoneybrook West*, recorded in the Official Records of Orange County on August 9, 2000 in Book 6063, Page 2708, ("Master Declaration") as amended from time to time, similarly provides for the ability of the Master Association to operate and maintain components of the Stormwater Management System; and

WHEREAS, that certain *Declaration of Covenants and Restrictions for Stone Creek* recorded in the Official Records of Orange County on August 9, 2000 in Book 6063, Page 2541, as amended from time to time, similarly provides for the ability of the Stone Creek HOA to operate and maintain components of the Stormwater Management System; and

WHEREAS, that certain *Declaration of Covenants and Restrictions for Westbrook at Stoneybrook West*, recorded in the Official Records of Orange County on September 5, 2007 in Book 9422, Page 3885, as amended from time to time, similarly provides for the ability of the Westbrook HOA to operate and maintain components of the Stormwater Management System; and

WHEREAS, it is in the best interest of the residents of Stoneybrook West to clearly and logically delineate responsibilities between the Associations and the District for the maintenance, repair and/or replacement of the components of the Stormwater Management System and funding of the same, and to base such delineation on the most efficient approach for the community; and

WHEREAS, the District and the Associations have determined that the division of responsibilities for the maintenance, repair and replacement of the components of the Stormwater Management System shall be as set forth in the attached **Exhibit A**, which is incorporated herein by this reference, and accordingly desire to enter into this MOU in order to set forth the parties' rights, duties and obligations relative to same.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged the parties agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this MOU.

2. ADMISSION OF RESPONSIBILITY RELATIVE TO STONEYBROOK WEST STORMWATER MANAGEMENT SYSTEM.

A. ASSOCIATIONS. As the Associations are responsible for the maintenance, repair and replacement of the lands that they own within Stoneybrook West, including private roadways and common areas, the Associations shall be responsible for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of those components of the Stormwater Management System identified on the attached **Exhibit A** as "Association" (hereinafter, the "Association Components"). The Associations shall annually budget and collect

assessments for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of their respective Association Components. The funds budgeted for the extraordinary repair and/or replacement of the Association Components shall only be expended for the extraordinary repair and/or replacement of such improvements.

B. **SWCDD.** As SWCDD is responsible for the maintenance, repair and replacement of the lands that it owns within Stoneybrook West, including certain of the stormwater management ponds, SWCDD shall be responsible for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of those components of the Stormwater Management System identified on the attached **Exhibit A** as "CDD" that are located within its boundary (hereinafter, the "SWCDD Components," the "District Components"). SWCDD shall annually budget and collect assessments for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of the SWCDD Components. The funds budgeted for the extraordinary repair and/or replacement of the SWCDD Components shall only be expended for the extraordinary repair and/or replacement of such improvements.

C. **POND BANKS.** Section 7.2 of the Master Declaration provides that:

"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."

The SWCDD and Associations acknowledge that maintenance of the banks of such lakes, ponds or water bodies shall be maintained as required by the Master Declaration.

3. **DISTRICT'S RIGHT TO REPAIR ASSOCIATION COMPONENTS.** Notwithstanding the foregoing, and in order to ensure the preservation of the Stormwater Management System in the event that the Association shall fail to properly maintain, repair and/or replace any or all of the Association Components, the District shall have the right, but not the obligation, to conduct such maintenance, repair and/or replacement and to charge the Association for the costs of same.

4. **NOTICE OF NON-COMPLIANCE OR TERMINATION.** The parties shall provide a minimum of eighteen (18) months' written notice of its anticipated non-compliance with any of the terms of this MOU, or of its intent to terminate the MOU, to each of the parties hereto.

5. **PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District or to the District's staff in connection with the activities contemplated under this MOU are public records pursuant to Chapter 119, *Florida Statutes*, and are treated as such in accordance with Florida law.

6. **ENFORCEMENT.** In the event that a party is required to enforce this MOU by court proceedings or otherwise, the parties agree that the substantially prevailing party shall be entitled to recover from the defaulting party all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute

resolution, or appellate proceedings.

7. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this MOU, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

8. **AMENDMENTS: ASSIGNMENT.** Amendments to and waivers of the provisions contained in this MOU may be made only by an instrument in writing which is executed by all of the parties hereto. None of the parties may assign their rights, duties or obligations under this MOU without the prior written approval of the other parties hereto. Any purported assignment without said written authorization shall be void.

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

10. **EXECUTION IN COUNTERPARTS.** This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument Signature and acknowledgment pages. if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

11. **FINAL AGREEMENT.** This instrument shall constitute the final and complete expression between SWCDD and the Associations relating to the subject matter of this MOU.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

STONEYBROOK WEST COMMUNITY
DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

WESTBROOK AT STONEYBROOK WEST
HOMEOWNERS ASSOCIATION, INC.

(Signature of Witness)

By:_____

Its:_____

(Print Name of Witness)

STONE CREEK HOMEOWNERS
ASSOCIATION, INC.

(Signature of Witness)

By:_____

Its:_____

(Print Name of Witness)

STONEYBROOK WEST MASTER
ASSOCIATION, INC.

(Signature of Witness)

By:_____

Its:_____

(Print Name of Witness)

Exhibit A

Designation of Responsibilities Relative to Stormwater Management System

Facility	Maintenance	Repair	Replacement/ Reconstruction
Roadway Curbs	Association	Association	Association
Roadway Gutters	Association	Association	Association
Manhole Cover for Sanitary Sewer Purposes	Association/WG	Association/WG	Association/WG
Manhole and Manhole Cover for Stormwater Management Purposes	CDD•	CDD•	CDD•
Roadway Inlets, Including Grates and Inlet Covers	Association	Association	Association
Under"2 Round Inlet Boxes	CDD	CDD	CDD
Swales/Berms on Association Common Areas	Association	Association	Association
Swales/Berms on Property Owned by CDD	CDD	CDD	CDD
Stormwater Management Pipes Including Pipes from Roadways to CDD Ponds, Pipes from Manholes to Ponds, Pipes Connecting CDD Owned Ponds, and Ponds Connection to Manholes	CDD	CDD	CDD
Ponds Owned by CDD, Including Associated Pond Outfalls and Pond Mitered End Sections	CDD	CDD	CDD

*The Association will repair any damage to stormwater management manhole covers caused by vehicles/use/repair of roadway.

Key:

Association

CDD Stoneybrook West CDD

WG City of Winter Gardenj

SECTION VII



PO Box 917
Parrish, FL 34219

813.564.2322
www.sitexaquatics.com

Fountain/Aerator Repair Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called "Sitex" and StoneyBrook West CDD Located in Winter Garden, Florida hereafter called "customer"

Customer: StoneyBrook West CDD
C/O: GMS
Contact: Mr. Robert Szozda
Address:
Email: rszozda@gmscfl.com
Phone:

The Following bid is for the repair of the Floating Fountains located in Pond's #1, 3, 23 in the StoneyBrook West community.

Service	Cost
Pond #1- Maintenance kit, O-ring Throat, Motor base plate	\$808.00
Pond #3-Compressor rebuild kit, replacement filter	\$567.00
Pond #23-Throat assembly & misc hardware	\$283.00
Labor	\$1,270.00
Total cost	\$2,928.00

Scope:

Pond #1- Fishing line wrapped around motor shaft causing seal Failure & water to enter can. Seal & oil replacement needed.

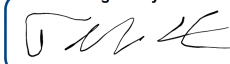
Pond #3 - Compressor box full of sand. Diaphragm failure from sand infiltration, area around box completely sandy. May have been from Mowers.

Pond #23- Equinox head broke off & will need to be replaced. Reason unknown, Non-warranty issue.

Warranty-90 on parts & labor.

Payment due within 30days of completion of installation. Overdue accounts may accrue a service charge. Credit card charges shall incur a fee of 3.5%.

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

DocuSigned by:

526D2995F59D493...
Accepted By

2025-01-28
Date


President, Sitex Aquatics Ilc.

01/27/2025
Date

Terms & Conditions

Payment

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

Responsibility

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

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

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

Scheduling

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

Insurance

Sitex shall maintain the following insurance coverage and limits:

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

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

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

SECTION VIII

SECTION C

Stoneybrook West CDD

Field Management Report



February 26, 2025

Rob Szozda

Field Manager

GMS

Completed

1. Fountains in Ponds 1 and 23 returned to service in February. All fountains are in service.

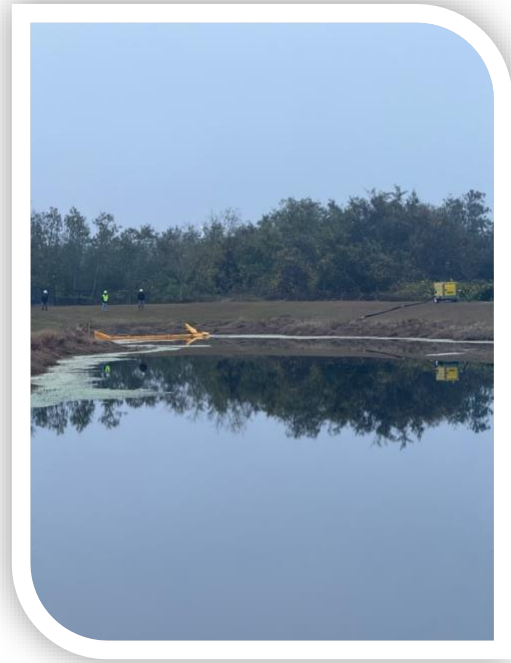


2. Control/Diversion Structures approximately 85% inspected and cleared of potential obstructive materials (plants/weeds, shrubs, trees, and other materials).



3. Received notice of resident dumping lawn waste in Preserve near Anley Court. Resident has been notified of the restriction of disposing of any materials in the Preserve.

4. Received notice of unauthorized work activities between Pond 25 & 26 (Pond near Elementary School). Made a site visit and met McCree Construction Superintendent and discussed the work activity being completed on CDD property. Notified GMS Management and provided direction to McCree General Contractor to immediately stop work until proper authorization has been provided. Renovations at the elementary school included routing the area storm drain to the CDD storm water Pond.



Potential Issues

- Potential drainage issues for Pond 1 and area on Fox Glove. Areas will be monitored during heavy rain events.
- Resident had cleared area in easement and preserve on Black Lake Blvd. CDD has provided notification to terminate activities in the preserve.
- Depressions in GC13 appear to have stabilized in size.
- Consideration for trimming growth in GC-13.
- HOA asked about growth on Pond 12 – No mowing or maintenance efforts underway at Pond 12



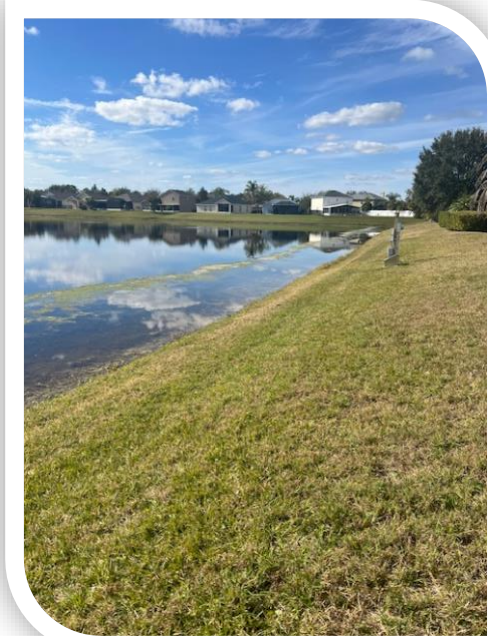
Site Items

Landscape Maintenance

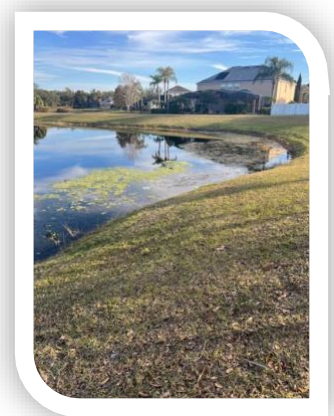
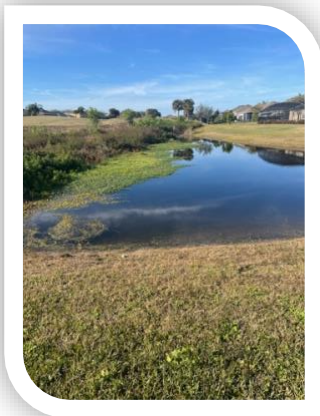
- Blade Runners Assumed Contract in September 2024
- Blade Runners had to make several passes during 1st cut
- Overall quality improved – Few calls relative to mowing
- Added pond behind school in Stone Creek between Ponds 25 & 26 (Area Deeded to CDD)
- Received proposal from Blade Runners to remove low hanging tree limbs and growth from the Preserves that has emerged in the mowing areas



Aquatic Maintenance



- ✚ Significant algae and plant growth because of the unseasonably high temperatures and low rain.
- ✚ Received calls on Ponds 2,4, & 9 – Algae growth and odor on Pond 9. Treatments completed on 2/11 and 2/18
- ✚ Aerators on Ponds 3 and 7 – Stopped Working. Pond 3 aerator has been fixed, and Pond 7 will be addressed the week of 2/24.



Site Items

Midge Control Services & Pond Maint.

- + We have not received any complaints since the last meeting.
- + Add Pond between Ponds 25 and 26 to Mowing and Aquatic Maintenance Contracts
- + Plants, Fish, Grass Shrimp. First step is plants - Lilies planted in Pond 7 did not take. Evaluating ability to plant and maintain water plants in the challenging pond bottoms and shorelines (very hard – limestone)
- + Lilies have emerged in Ponds 16, 18, 26
- + Fresh water clams are available. Estimate cost ~ \$165/acre.
- + Estimates being pursued for planting Spike Brush along the shore lines
- + Timing of next steps to be discussed in February Board of Supervisors Meeting



Engineer's Report

Action Items from the Engineer's Report:

- The control structure at the dry pond in tract A is starting to become overgrown with vegetation. The structure should be cleared for proper drainage – **Complete**.
- The control structure at the pond behind the school is starting to become overgrown with vegetation. The structure should be cleared for proper drainage - **Complete**.
- The soil in the bank at the mitered end section on the south slope of the pond at tract GC-1 has eroded away and the void should be filled with dirt and re-sodded – **Complete**.
- There is a partial collapse of the pond slope near the mitered end and needs to be filled in and re-sodded and evaluated for further settling – **Complete**.
- The bubble up drainage structure along the edge of the wetland is overgrown with vegetation and should be cleared - **Complete**.
- The inlet along the edge of wetland 3 is overgrown with vegetation and should be cleared - **In progress**.
- There is a partial collapse of the pond slope near the retaining wall and needs to be filled in and re-sodded and evaluated for further settling - **Complete**.
- The control structure at tract GC-1B is overgrown with vegetation and should be cleared - **In progress**.
- The control structure at wetland 5 is overgrown with vegetation and should be cleared - **In progress**.
- The control structure at wetland 6 is overgrown with vegetation and should be cleared - **In progress**.
- The grate atop the control structure for tract GC-7 is starting fill with trash and debris. The control structure grate should be cleaned out for proper drainage - **Complete**.

Items are being worked as resources are available. Control Structure assessment and clearing is ~ 85% complete.

Conclusion

Ponds maintenance continues to be a challenge. Mowing contractor is doing a good job and is very responsive.

For any questions or comments regarding the above information, please contact me by phone at 865-603-3650, or by email at rszozda@gmscfl.com. Thank you.

Respectfully,
Rob Szozda

SECTION D

SECTION 1

Stoneybrook West
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2025
Check Register

12/01/24 - 01/31/25

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
December 2024	124 - 133	\$98,291.51
January 2025	134 - 139	\$16,921.98
TOTAL		\$115,213.49

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/02/24	00028	11/01/24 4059675	202411 320-53800-46200		*	4,500.00	
		NOV 24 - LANDSCAPE MAINT.					
		12/01/24 4059723	202412 320-53800-46200		*	4,500.00	
		DEC 24 - LANDSCAPE MAINT.					
				BLADE RUNNERS COMMERCIAL			9,000.00 000124
12/02/24	00005	11/01/24 18953	202410 310-51300-31500		*	32.50	
		OCT 24 - LEGAL SERVICES					
		12/02/24 18986	202411 310-51300-31500		*	845.00	
		NOV 24 - LEGAL SERVICES					
				CLARK & ALBAUGH, LLP			877.50 000125
12/02/24	00001	11/01/24 37	202411 310-51300-34000		*	3,281.25	
		NOV 24 - MGMT FEE					
		11/01/24 37	202411 310-51300-35200		*	100.00	
		NOV 24 - WEB MAINT.					
		11/01/24 37	202411 310-51300-35100		*	150.00	
		NOV 24 - INFO TECH.					
		11/01/24 38	202411 320-53800-34000		*	1,312.50	
		NOV 24 - FIELD MANAGEMENT					
				GMS-CF, LLC			4,843.75 000126
12/02/24	00002	11/13/24 5292429	202410 310-51300-31100		*	150.00	
		ENG. SVCS OCT 2024					
				HANSON WALTER & ASSOCIATES INC			150.00 000127
12/02/24	00004	10/31/24 9164-B	202410 320-53800-46300		*	3,720.00	
		OCT 24 - FOGGING SERVICE					
		11/01/24 9177-B	202411 320-53800-47000		*	3,255.00	
		NOV 24 - LAKE \$ WETLAND					
		11/01/24 9177-B	202411 320-53800-46300		*	2,205.00	
		NOV 24 - MIDGE FLY LARVIC					
		11/30/24 9271-B	202411 320-53800-46300		*	2,976.00	
		NOV 24 - FOGGING SERVICE					
		12/01/24 9281-B	202412 320-53800-47000		*	3,255.00	
		DEC 24 - LAKE \$ WETLAND					
		12/01/24 9281-B	202412 320-53800-46300		*	2,205.00	
		DEC 24 - MIDGE FLY LARVIC					
				SITEX AQUATICS, LLC			17,616.00 000128
12/02/24	00022	12/02/24 120224SU	202412 300-15100-10100		*	50,000.00	
		SURPLUS FUND TO BU MMA					
				STONEYBROOK WEST C/O TRUIST			50,000.00 000129
12/20/24	00001	12/01/24 39	202412 310-51300-34000		*	3,281.25	
		DEC 24 - MGMT FEE					

SBWS STONEYBROOK WS SNEEROOA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		12/01/24 39	202412 310-51300-35200		*	100.00	
		DEC 24 -	WEB MAINT.				
		12/01/24 39	202412 310-51300-35100		*	150.00	
		DEC 24 -	INFO TECH.				
		12/01/24 39	202412 310-51300-42500		*	6.75	
		DEC 24 -	COPIES				
		12/01/24 40	202412 320-53800-34000		*	1,312.50	
		DEC 24 -	FIELD MANAGEMENT				
			GMS-CF, LLC				4,850.50 000130
12/20/24 00018		12/04/24 26557	202412 310-51300-32200		*	3,800.00	
		AUDIT FY2024					
			GRAU AND ASSOCIATES				3,800.00 000131
12/20/24 00002		12/12/24 5292735	202411 310-51300-31100		*	150.00	
		ENG. SVCS NOV 2024					
			HANSON WALTER & ASSOCIATES INC				150.00 000132
12/20/24 00017		11/25/24 7557032	202411 310-51300-32300		*	2,963.13	
		SER2018A1- 11/01-10/31/25					
		11/26/24 7557208	202411 310-51300-32300		*	4,040.63	
		SER2018A2- 11/01-10/31/25					
			US BANK				7,003.76 000133
1/09/25 00028		1/01/25 4059795	202501 320-53800-46200		*	4,500.00	
		JAN 25 -	LANDSCAPE MAINT.				
			BLADE RUNNERS COMMERCIAL				4,500.00 000134
1/09/25 00005		1/01/25 19027	202412 310-51300-31500		*	3,055.00	
		DEC 24 -	LEGAL SERVICES				
			CLARK & ALBAUGH, LLP				3,055.00 000135
1/09/25 00001		1/01/25 41	202501 310-51300-34000		*	3,281.25	
		JAN 25 -	MGMT FEE				
		1/01/25 41	202501 310-51300-35200		*	100.00	
		JAN 25 -	WEB MAINT.				
		1/01/25 41	202501 310-51300-35100		*	150.00	
		JAN 25 -	INFO TECH.				
		1/01/25 41	202501 310-51300-42500		*	11.55	
		JAN 25 -	COPIES				
		1/01/25 42	202501 320-53800-34000		*	1,312.50	
		JAN 25 -	FIELD MANAGEMENT				
			GMS-CF, LLC				4,855.30 000136
1/09/25 00015		12/09/24 10647018	202412 310-51300-31500		*	204.43	
		CLASSIFIED LISTING/P HEAR					
			ORLANDO SENTINEL				204.43 000137
			SBWS STONEYBROOK WS SNEEROOA				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
1/09/25	00004	12/31/24 9374-B	202412 320-53800-46300		*	2,976.00	
		DEC 24 - FOGGING SERVICES					
		1/01/25 9384-B	202501 320-53800-46700		*	700.00	
		QTRLY FOUNTAIN MAINT. JAN					
				SITEX AQUATICS, LLC			3,676.00 000138
1/16/25	00002	1/15/24 5292907	202412 310-51300-31100		*	631.25	
		ENG. SVCS DEC 2024					
				HANSON WALTER & ASSOCIATES INC			631.25 000139
TOTAL FOR BANK A						115,213.49	
TOTAL FOR REGISTER						115,213.49	

SECTION 2

Stoneybrook West
Community Development District

Unaudited Financial Reporting
January 31, 2025



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Fund Series 2018</u>
5	<u>Capital Reserve Fund</u>
6-7	<u>Month to Month</u>
8	<u>Long Term Debt Report</u>
9	<u>Assessment Receipt Schedule</u>

Stoneybrook West
Community Development District
Combined Balance Sheet
January 31, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account - Truist	\$ 197,008	\$ -	\$ -	\$ 197,008
Due from General Fund	-	111,953	-	111,953
<u>Investments:</u>				
Money Market Account - Surplus	533,123	-	108,624	641,747
<u>Series 2018</u>				
Reserve Fund (A-1)	-	12,957	-	12,957
Reserve Fund (A-2)	-	111,465	-	111,465
Revenue Fund (A-1)	-	13,685	-	13,685
Revenue Fund (A-2)	-	70,837	-	70,837
Total Assets	\$ 730,131	\$ 320,897	\$ 108,624	\$ 1,159,652
Liabilities:				
Accounts Payable	\$ 11,958	\$ -	\$ -	\$ 11,958
Due to Debt Service	111,953	-	-	111,953
Total Liabilities	\$ 123,911	\$ -	\$ -	\$ 123,911
Fund Balance:				
Restricted for:				
Debt Service - Series	\$ -	\$ 320,897	\$ -	\$ 320,897
Assigned for:				
Operating Reserves	125,779	-	-	125,779
Reserve - Emergency	27,346	-	-	27,346
Reserve - Ponds	85,000	-	-	85,000
Capital Reserve Fund	-	-	108,624	108,624
Unassigned	368,095	-	-	368,095
Total Fund Balances	\$ 606,220	\$ 320,897	\$ 108,624	\$ 1,035,741
Total Liabilities & Fund Balance	\$ 730,131	\$ 320,897	\$ 108,624	\$ 1,159,652

Stoneybrook West
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/25	Thru 01/31/25	Variance

Revenues:

Special Assessments - Tax Roll	\$ 494,752	\$ 111,057	\$ 111,057	\$ -
Interest Income	12,000	4,000	7,422	3,422

Total Revenues	\$ 506,752	\$ 115,057	\$ 118,479	\$ 3,422
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Expenditures:

General & Administrative:

Supervisor Fees	\$ 5,000	\$ 1,000	\$ 1,000	\$ -
PR-FICA	383	77	77	-
Arbitrage Rebate	600	-	-	-
Engineering	6,500	2,167	1,869	298
Attorney	20,000	6,667	5,307	1,360
Management Fees	39,375	13,125	13,125	-
Assessment Administration	5,250	5,250	5,250	-
Trustee Fees	7,200	7,004	7,004	-
Annual Audit	4,500	3,800	3,800	-
Website Maintenance	1,200	400	400	-
Postage & Delivery	650	217	-	217
Insurance General Liability	7,370	7,370	7,476	(106)
Printing & Binding	1,500	500	18	482
Legal Advertising	1,500	500	-	500
Information Technology	1,800	600	600	-
Other Current Charges	750	250	374	(124)
Office Supplies	750	250	-	250
Dues, Licenses & Subscriptions	175	175	175	-
Property Taxes	5,250	-	-	-

Total General & Administrative	\$ 109,753	\$ 49,350	\$ 46,475	\$ 2,876
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Stoneybrook West
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/25	Thru 01/31/25	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Field Management	\$ 15,750	\$ 5,250	\$ 5,250	\$ -
Lake and Wetland	39,060	13,020	13,020	-
Contract - Fountain	4,200	1,400	1,400	-
Contract - Landscape	56,772	18,924	18,000	924
Contract - Pest Control	65,148	21,716	22,212	(496)
Storm Drainage	2,680	893	1,340	(447)
Utility - Electric	12,500	4,167	2,583	1,584
R&M - General	18,000	6,000	-	6,000
Misc - Contingency	10,543	3,514	-	3,514
Capital Outlay	60,000	-	-	-
Total Field Expenditures	\$ 284,653	\$ 74,884	\$ 63,805	\$ 11,080
<u>Reserves</u>				
Reserves - Emergency	\$ 27,346	\$ -	\$ -	\$ -
Reserves - Ponds	85,000	-	-	-
Total Reserves	\$ 112,346	\$ -	\$ -	\$ -
Total Expenditures	\$ 506,752	\$ 124,235	\$ 110,279	\$ 13,955
Net Change in Fund Balance	\$ -	\$ (9,177)	\$ 8,200	\$ 17,377
Fund Balance - Beginning	\$ -		\$ 598,020	
Fund Balance - Ending	\$ -		\$ 606,220	

Stoneybrook West
Community Development District
Debt Service Fund Series
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budge Thru 01/31/25	Actual Thru 01/31/25	Variance
<u>Revenues:</u>				
Special Assessments - Tax Roll	\$ 497,688	\$ 111,716	\$ 111,716	\$ -
Interest Income	5,000	1,667	3,677	2,011
Total Revenues	\$ 502,688	\$ 113,383	\$ 115,394	\$ 2,011
<u>Expenditures:</u>				
Interest A1	\$ 16,962	\$ 8,481	\$ 8,481	\$ -
Interest A2	110,360	55,180	55,180	-
Principal A1	35,000	-	-	-
Principal A2	341,000	-	-	-
Total Expenditures	\$ 503,322	\$ 63,661	\$ 63,661	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (634)	\$ 49,722	\$ 51,732	\$ 2,011
Net Change in Fund Balance	\$ (634)	\$ 49,722	\$ 51,732	\$ 2,011
Fund Balance - Beginning	\$ 142,646		\$ 269,165	
Fund Balance - Ending	\$ 142,012		\$ 320,897	

Stoneybrook West
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<u>Revenues</u>				
Interest Income	\$ 4,800	\$ 1,600	\$ 1,536	\$ (64)
Emergency Reserve Funding - Transfer In	27,346	-	-	-
Pond Reserve Funding - Transfer In	85,000	-	-	-
Total Revenues	\$ 117,146	\$ 1,600	\$ 1,536	\$ (64)
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Bank Charges	540	180	240	(60)
Total Expenditures	\$ 540	\$ 180	\$ 240	\$ (60)
Excess (Deficiency) of Revenues over Expenditures	\$ 116,606		\$ 1,296	
Net Change in Fund Balance	\$ 116,606		\$ 1,296	
Fund Balance - Beginning	\$ 108,184		\$ 107,328	
Fund Balance - Ending	\$ 224,790		\$ 108,624	

Stoneybrook West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Revenues:</u>													
Special Assessments - Tax Roll	\$ -	\$ 17,365	\$ 70,577	\$ 23,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,057
Interest Income	2,024	1,759	1,834	1,805	-	-	-	-	-	-	-	-	7,422
Total Revenues	\$ 2,024	\$ 19,124	\$ 72,411	\$ 24,921	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 118,479
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ 800	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
PR-FICA	-	-	61	15	-	-	-	-	-	-	-	-	77
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	150	150	631	938	-	-	-	-	-	-	-	-	1,869
Attorney	33	845	3,259	1,170	-	-	-	-	-	-	-	-	5,307
Management Fees	3,281	3,281	3,281	3,281	-	-	-	-	-	-	-	-	13,125
Assessment Administration	5,250	-	-	-	-	-	-	-	-	-	-	-	5,250
Trustee Fees	-	7,004	-	-	-	-	-	-	-	-	-	-	7,004
Annual Audit	-	-	3,800	-	-	-	-	-	-	-	-	-	3,800
Website Maintenance	100	100	100	100	-	-	-	-	-	-	-	-	400
Postage & Delivery	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance General Liability	7,476	-	-	-	-	-	-	-	-	-	-	-	7,476
Printing & Binding	-	-	7	12	-	-	-	-	-	-	-	-	18
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	150	150	150	150	-	-	-	-	-	-	-	-	600
Other Current Charges	124	83	84	83	-	-	-	-	-	-	-	-	374
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Total General & Administrative	\$ 16,738	\$ 11,613	\$ 12,173	\$ 5,949	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,475

Stoneybrook West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Field Management	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,250
Lake and Wetland	3,255	3,255	3,255	3,255	-	-	-	-	-	-	-	-	13,020
Contract - Fountain	700	-	-	700	-	-	-	-	-	-	-	-	1,400
Contract - Landscape	4,500	4,500	4,500	4,500	-	-	-	-	-	-	-	-	18,000
Contract - Pest Control	5,925	5,181	5,181	5,925	-	-	-	-	-	-	-	-	22,212
Storm Drainage	670	-	-	670	-	-	-	-	-	-	-	-	1,340
Utility - Electric	953	929	701	-	-	-	-	-	-	-	-	-	2,583
R&M - General	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc - Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Field Expenditures	\$ 17,315	\$ 15,178	\$ 14,949	\$ 16,363	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,805
Reserves													
Reserves - Emergency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Reserves - Ponds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 34,054	\$ 26,791	\$ 27,123	\$ 22,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,279
Net Change in Fund Balance	\$ (32,029)	\$ (7,667)	\$ 45,288	\$ 2,609	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,200

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)
Less: Principal Payment - 5/1/24		(\$34,000)
Current Bonds Outstanding		\$466,000

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)
Less: Principal Payment - 5/1/24		(\$329,000)
Current Bonds Outstanding		\$3,100,000

Stoneybrook West
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - Orange County
Fiscal Year 2025

ON ROLL ASSESSMENTS

Gross Assessments	\$	526,334.36	\$	55,137.23	\$	474,319.15	\$	1,055,790.74
Net Assessments	\$	494,754.30	\$	51,829.00	\$	445,860.00	\$	992,443.30

allocation in %	49.85%	5.22%	44.93%	100.00%
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<i>Date</i>	<i>Gross Amount</i>	<i>Discoum/ Penalty</i>	<i>Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>2018 Debt Service A-1</i>	<i>2018 Debt Service A-2</i>	<i>Total</i>
11/08/24	\$ 4,564	\$ 217	\$ -	\$ -	\$ 4,346	\$ 2,167	\$ 227	\$ 1,953	\$ 4,346
11/15/24	8,004	320	-	-	7,684	3,831	401	3,452	7,684
11/26/24	26,810	1,072	2,935	-	22,802	11,367	1,191	10,244	22,802
12/07/23	62,368	2,495	-	-	59,873	29,848	3,127	26,898	59,873
12/14/23	29,587	1,184	-	557	28,960	14,437	1,512	13,010	28,960
12/21/23	54,929	2,190	-	-	52,739	26,292	2,754	23,693	52,739
01/12/24	48,301	1,932	-	-	46,369	23,116	2,422	20,832	46,369