

*Stoneybrook South  
Community Development District*

*Agenda*

*December 5, 2022*

# AGENDA

# *Stoneybrook South*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

November 28, 2022

Board of Supervisors  
Stoneybrook South  
Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Stoneybrook South Community Development District will be held **Monday, December 5, 2022 at 10:00 a.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896.**

### **Call-in Information for Members of Public:**

**Dial-in Number: (267) 930-4000**

**Participate Code: 876-571**

Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Administration of Oath(s) of Office to Newly Elected Board Member(s)
  - B. Appointment of Individuals to Seats #4 and #5
  - C. Election of Officers
  - D. Consideration of Resolution 2023-03 Electing Officers
4. Business Administration
  - A. Approval of Minutes of the October 3, 2022 Meeting
  - B. Consideration of Check Register
  - C. Balance Sheet and Income Statement
5. Business Items
  - A. Consideration of Proposal from Down to Earth Landscape to Provide Landscape Maintenance Services
  - B. Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2022
6. Staff Reports
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
  - D. Field Manager
7. Supervisor's Requests
8. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

*George S. Flint*

George S. Flint  
District Manager

Cc: Vivek Babbar, District Counsel  
David Reid, District Engineer  
Alan Scheerer, Field Manager

Enclosures

# SECTION III

# SECTION D

**RESOLUTION 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

**Section 1.** \_\_\_\_\_ is elected Chairperson.

**Section 2.** \_\_\_\_\_ is elected Vice-Chairperson.

**Section 3.** \_\_\_\_\_ is elected Secretary.

**Section 4.** \_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.

**Section 5.** \_\_\_\_\_ is elected Treasurer.

**Section 6.** \_\_\_\_\_ is elected Assistant Treasurer.

**Section 7.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of December, 2022.

**ATTEST:**

**STONEYBROOK SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice-Chairperson

# SECTION IV



# SECTION A

MINUTES OF MEETING  
STONEBROOK SOUTH  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Stoneybrook South Community Development District was held Monday, October 3, 2022 at 10:00 a.m. at Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present and constituting a quorum were:

Bason Nembirkow	Chairman
Robert DiCocco	Vice Chairman
Chris Manjourides	Assistant Secretary
Terry Siron	Assistant Secretary

Also present were:

George Flint	District Manager
Vivek Babbar <i>by phone</i>	District Counsel
Amanda Udstad	District Engineer
Alan Scheerer	Field Manager
Ronald Phillips	Elected as Assistant Secretary

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order. Four Board members were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint: Next is public comment period. Hearing none,

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Acceptance of Resignation of Julia Dan Tu**

Mr. Flint: Next is organizational matters. We received a resignation from Julia after the last Board meeting. Is there a motion to accept her resignation?

On MOTION by Mr. Siron, seconded by Mr. DiCocco, with all in favor, Acceptance of the Resignation of Julia Dan Tu, was approved.

**B. Appointment of Individual to Fulfill the Board Vacancy in Seat #2 with Term Ending November 2024**

Mr. Flint: Anytime there is a vacancy during the term of office, the remaining Board members appoint the replacement. This is seat number two, and it has a term ending in November 2024. The individual appointed has to be a general elector which means they have to live in the community with their address as their fulltime address and be registered to vote. We will open the floor, are there any nominations to fill that vacancy?

Mr. Nembirkow: Yes, I nominate Ron Phillips for the vacancy for seat number two.

On MOTION by Mr. Nembirkow, seconded by Mr. Siron, with all in favor, the Appointment of Ron Phillips to Seat Number Two, was approved.

**C. Administration of Oath of Office to Newly Appointed Board Member**

Mr. Flint: I will go ahead and administer the Oath of Office, as a citizen of the State of Florida and of the United States of America and as an officer of the Stoneybrook South Community Development District and a recipient of public funds as such officer, do you hear by solemnly swear and affirm you will support the constitution of the United States and the state of Florida.

Mr. Phillips: I do.

Mr. Flint: Okay, if you would print your name at the top, Bob has a pen, and then sign where it says, "Board Supervisor." I'll take the top sheet from you, and I can notarize that for you.

Mr. Phillips: What do I have to do?

Mr. Flint: Just sign it. I will notarize that, that makes you official. The next sheet is just an informational sheet that you can provide to my office. If you want to fill it out today, you can hand it to me before the end of the meeting. The next form after that is the Form 1 Statement of Financial Interests. That needs to be filed within 30 days of today with the Supervisor of Elections in Osceola County. That's a state financial disclosure form that all public officials are required to file and then they will send you a renewal each June that's due on July 1<sup>st</sup>. We always suggest when you file it you have some proof that you did it because there is a 30-day timeline to do that. You can scan it and email it. We will get you the email address. Osceola County has a specific email address, and they will send you back a confirmation email. One of the questions is have you completed the ethics training and special district Board members are not required to attend ethics training, so you can put N/A on that one. There is also a W4, and an I-9 form, as a Board member you are entitled

to \$200 a meeting with a maximum of \$4,800 a year. Is there a W-4 and I-9? Actually, we do 1099 for these. Never mind, forget that. Did we send you a W-2?

Mr. Siron: Yes, because they take taxes out of our \$200. It's \$184.90. So, they file a W-2. It used to be that way.

Mr. Flint: The auditors like us to do it as payroll and not as a 1099. They've been doing that for a couple of years now.

Mr. Nembirkow: I prefer a 1099.

Mr. Siron: Me too.

Mr. Flint: Those come to my office because we process the Board pay for you. The information sheet and those two forms come to us; the Form 1 goes to the Supervisor of Elections. Then the other information in that packet is just informational. As a Board member, you are a public official. In Florida you are subject to what is called the Sunshine Law. That means you are not supposed to talk to the other Board members outside of a publicly noticed meeting about CDD matters. If it's a CDD issue, you have to do it in a publicly noticed meeting. Be careful not to email, text, verbal communication, social media, etc. You can talk about football, golf, whatever, it doesn't mean you can't socialize with the Board members, it just means that if it's a CDD issue, you're not supposed to talk to these four guys unless you are in a meeting. You can talk to me or Alan or the attorney or the engineer, you just can't talk to the other Board members. The public records rule also applies to you. Anything in your possession that is a public record that is CDD related could be subject to a public records request. Emails, agendas, any of that. You don't need to keep the document as long as I've got it. If you keep it, then it is subject to a request. Anyway, I know that's a lot of information I am throwing at you. Feel free to contact me, I will give you my card if you need a follow up.

#### **D. Election of Officers**

Mr. Flint: Okay, election of officers. Julia was an Assistant Secretary, you can make Mr. Phillips an Assistant Secretary at this point, or if you want, we can reconsider all the offices and handle it that way. It is up to the Board. Do you want him to just replace Julia's spot as an Assistant Secretary?

Mr. Nembirkow: That makes sense.

#### **E. Consideration of Resolution 2023-02 Electing Officers**

Mr. Flint: Is there a motion to approve Resolution 2023-02 making Mr. Philips an Assistant Secretary? We will just modify the form of the resolution.

On MOTION by Mr. Nembirkow, seconded by Mr. DiCocco, with all in favor, Resolution 2023-02 Electing Ron Philips an Assistant Secretary, was approved.

**FOURTH ORDER OF BUSINESS** **Business Administration**

**A. Approval of Minutes of the August 1, 2022 Meeting**

Mr. Flint: Under business administration you have the minutes from the August meeting. Were there any comments or corrections to those? If not, is there a motion to approve them?

On MOTION by Mr. DiCocco, seconded by Mr. Nembirkow, with all in favor, the Minutes of the August 1, 2022 Meeting, were approved.

**B. Consideration of Check Registers**

Mr. Flint: We also have the check register from July 26<sup>th</sup> through September 26<sup>th</sup> for the general fund and the Board pay. Are there any questions on the check run summary? The detail is behind the summary listing the individual checks. Is there a motion to approve the check register?

On MOTION by Mr. Manjourides, seconded by Mr. Siron, with all in favor, the Check Register from July 26, 2022 through September 26, 2022, was approved.

**C. Balance Sheet and Income Statement**

Mr. Flint: We also have the unaudited financials through August 31<sup>st</sup>. There is no action required on the financials. If you have any questions, we can discuss those. We are a little over 100% collected on our on-roll assessments. Our interest earnings exceed our budget. Our actual expenses are under our prorated, so we are in good shape with the financials. If there are any questions, we can discuss those.

**FIFTH ORDER OF BUSINESS** **Business Items**

**A. Consideration of Resolution 2023-01 Declaring Vacancies in Certain Seats on the Board of Supervisors**

Mr. Flint: This is a resolution declaring seat 4 and seat 5 terms being up in November. There was a qualifying period in June for anyone who wanted to run for those seats. No one qualified during the qualifying period, so technically those seats become vacant as of the second

week after the general election. From a process perspective, the CDD needs to adopt a resolution declaring them vacant, but then the Board can reappoint if Chris and Bob want to continue to serve. They will either hold over in that spot until you take action, or you can reappoint them or you can appoint somebody else. At this point, since no one qualifies you just have to declare them vacant and then you can decide how you want to handle that vacancy.

Mr. DiCocco: Then they become vacant in November?

Mr. Flint: Yeah, it's the 22<sup>nd</sup> which is two weeks after the November 8<sup>th</sup> general election.

Mr. DiCocco: So, in November we would do this, or would it be the next meeting?

Mr. Flint: It would be whenever the next meeting is.

Mr. DiCocco: Probably January.

Mr. Siron: December.

Mr. Flint: There is a December meeting. December 5<sup>th</sup>. So, on the December 5<sup>th</sup> agenda, those two seats will be listed and then the Board can either take no action and you guys carry over. They can reappoint you guys. Or they can appoint the seats to someone else.

Mr. Nembirkow: What seats are they?

Mr. Flint: Seats 4 and 5, Chris and Bob.

Mr. DiCocco: So, do we have to refile anything?

Mr. Flint: You won't. Your Form-1 that you filed will still be good. You won't have to refile until next June when they send you the update. Any questions on the resolution? Anything else, Vivek on that?

Mr. Babbar: No, you covered it George. Nothing to add.

Mr. Flint: I think there is a typo in the resolution, it says three members of the Board in the second whereas, that needs to be changed to two members.

Mr. Babar: George, it also says that one qualified, so were there three seats up for this election.

Mr. Nembirkow: I qualified.

Mr. Flint: That's right, Buzz qualified, I'm sorry.

Mr. Nembirkow: Yeah, I sent my \$25 in.

Mr. Flint: So, Buzz gets a smiley face on his homework. Alright, any questions on the resolution? If not is there a motion to approve it?

On MOTION by Mr. Manjourides, seconded by Mr. Siron, with all in favor, Resolution 2023-01 Declaring Vacancies in Certain Seats on the Board of Supervisors, was approved.

**B. Presentation of Arbitrage Rebate Calculation Report for the Series 2013 Bonds**

Mr. Flint: Arbitrage rebate calculation report; this is for the Series 2013 bonds. This is an IRS requirement that we demonstrate that we have earned less interest than we have paid. This calculation is done annually. I think it costs about \$450 to have LOS Tax Solutions do it. You can see there is a negative rebate requirement of \$446,000 which means that there are no arbitrage issues. Any questions on the report? If not, is there a motion to accept it?

On MOTION by Mr. Manjourides, seconded by Mr. Siron, with all in favor, Accepting the Arbitrage Rebate Calculation Report for the Series 2013 Bonds, was approved.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Flint: Staff reports; District counsel, anything for the Board?

Mr. Babbar: No follow up for anything from the last Board meeting. Happy to answer questions if there are any for me.

Mr. Flint: Any questions for Counsel?

**B. District Engineer**

Mr. Flint: District Engineer, any report?

Ms. Udstad: No.

**C. District Manager**

Mr. Flint: I don't have anything other than what was on the agenda.

**D. Field Manager**

Mr. Flint: Alan, your Field Manager report.

Mr. Scheerer: Just a quick overview. As everybody knows, we prepped for the storm well in advance of its arrival. In the report you will see where we shut the architectural fountain off, we shut all the lake fountains off. The purpose of that is to keep the water in the structures from getting damaged. We shut them off at the main breaker, so I am in the process of turning on all the fountains today. The architectural fountain will be done by cascade fountains which is the company

that maintains the water quality and the upkeep of that fountain. They asked us to specifically just shut it off and then we notified them, and they are going to get us on the schedule so it may be off for a few more days as far as that goes. All the entry lights were in pretty good shape with the exception of Bella Citta we had a couple of the letters out. When I came in this morning, I noticed that the entrance over off of Oasis Club and Westside Boulevard was out. I didn't get a chance to check the Bella Citta entrance but there are multiple entry features that are currently off. We are resetting the breakers. I'll come back again on Wednesday morning because I am going to be down south tomorrow. We will reassess everything and get the appropriate company out here to make whatever repairs are necessary. As far as the community goes, I think it held up really well. Palmetto Dunes we got a palm tree down over there. From what I saw, only a handful of trees are down. With respect to the CDD, Down to Earth was in constant communication with me and I with them, just letting me know what we saw, what they saw, and making sure that we got a plan in place. That plan looks like it's moving full steam ahead. We continue to do irrigation repairs as need. Dry ponds are always as scheduled by the end of the month and most of the dry ponds look pretty good. We do have a few that are holding water, but that will take care of itself at the appropriate time. Detail crew is trimming hedges, I saw them out there this morning doing the holly trees across the street. Previous to this meeting we had a fountain off of 27 that wasn't working. The motor was bad, so we had it replaced. As far as I can tell and in talking to the very nice security officer there, it's working really well. We fired it right back up again this morning, no hesitation whatsoever. We did replace the Texas sage around the architectural fountain with an arboricola trinette. It's the green and yellowish kind of plant that is in there. I thought that worked out really well. Nothing is coming up; we're not going to endure that anymore as far as that goes. Other than that, just coming up in the next month or so, we're going to be gearing up for the holidays of course so we will have some pressure washing folks out here getting everything cleaned up around the property that the CDD owns. We'll touch up that 13-hole wall like we normally do once or twice a year as needed. We're going to be looking at redoing the stucco on the Bella Citta entrance. We've got several cracks and stuff and we'll be working towards some of the maintenance items in there. We have one monument internally that has one of the lights out in the dome and we'll get that replaced as well. With that, I an answer any questions, or if you have any other concerns.

Mr. Manjourides: The two fountains that are on Bella Citta.



Mr. Scheerer: The 27 entrance?

Mr. Nembirkow: Those are the other CDDs those are not ours.

Mr. Manjourides: Oh, they are the other ones? Oh okay.

Mr. Scheerer: Just because you did ask, I started in here this morning, I still have to turn on the 18 fountain and then I'll go to the other CDD which is at Westside and Bella Citta and Blackwolf and Bella Citta and the one on Whistling Straits and we will get those turned on.

Mr. Siron: Both of those light breakers.

Mr. Scheerer: Are tripped. And they already know.

Mr. Siron: They will not come on.

Mr. Scheerer: They already know. Yes sir. But the fountains do work, I know the lights are a problem on that one.

Mr. Manjourides: That one pine on Double Eagle. That got hit by lightning.

Mr. Scheerer: It's dead, it will be coming out. We have one on the ground and one that looks really majestic only it's dead. I'm meeting with Down to Earth after the meetings today, so right around 2:00 when we are done here, I'll be meeting with John over with Down to Earth. We're in good shape here, I was shocked. That's all I have.

**SEVENTH ORDER OF BUSINESS**

**Supervisor's Requests**

Mr. Flint: Any Supervisor's requests or anything else that was not on the agenda that the Board wanted to discuss.

Mr. DiCocco: I have a question; why are there no residents on the other CDD?

Mr. Flint: It hasn't transitioned yet. The way that the election of the five Boards works is that initially all five seats are landowner elected which is a one vote per acre or part of an acre process and typically the developer for a period of time is going to control who is on the Board. Once the District is six years old and has 250 registered voters, then two seats transition. And then in two year two more seats and then in another two years the last seat. It just hasn't started that transition yet. I think 2024 will be the first two seats if I remember correctly. Anything else?

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

Mr. Flint: If there is nothing else, is there a motion to adjourn?

On MOTION by Mr. Siron, seconded by Mr. DiCocco, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# SECTION B

# Stoneybrook South Community Development District

## Summary of Checks

September 26, 2022 to November 28, 2022

Bank	Date	Check #	Amount
General Fund	10/7/22	702	\$ 240.00
	10/13/22	703-704	\$ 5,042.49
	10/20/22	705-707	\$ 1,500.00
	10/21/22	708	\$ 35.00
	11/3/22	709-712	\$ 14,858.79
	11/9/22	713-715	\$ 5,049.36
	11/17/22	716-718	\$ 12,957.04
			\$ 39,682.68
Payroll Fund	<u>October 2022</u>		
	Basan Nembirkow	50067	\$ 184.70
	Chris Manjourides	50068	\$ 184.70
	Robert DiCocco	50069	\$ 184.70
	Terry Siron	50070	\$ 109.70
		\$ 663.80	
			<b>\$ 40,346.48</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/07/22	00020	9/26/22	28093A	202209	320	53800	47100		FOUNTAIN CLEAN ROUNDABOUT	*	240.00		
									FOUNTAIN DESIGN GROUP, INC.			240.00	000702
10/13/22	00001	10/01/22	158	202210	310	51300	34000		MANAGEMENT FEES OCT22	*	2,929.08		
		10/01/22	158	202210	310	51300	35200		WEBSITE ADMIN OCT22	*	66.67		
		10/01/22	158	202210	310	51300	35100		INFORMATION TECH OCT22	*	108.33		
		10/01/22	158	202210	310	51300	31300		DISSEMINATION FEE OCT22	*	416.67		
		10/01/22	158	202210	310	51300	51000		OFFICE SUPPLIES	*	.36		
		10/01/22	158	202210	310	51300	42000		POSTAGE	*	6.46		
		10/01/22	159	202210	320	53800	12000		FIELD MANAGEMENT OCT22	*	1,351.92		
									GOVERNMENTAL MANAGEMENT SERVICES			4,879.49	000703
10/13/22	00012	10/01/22	38534B	202210	320	53800	47000		WATER MGMT SERVICES OCT22	*	163.00		
									THE LAKE DOCTORS, INC.			163.00	000704
10/20/22	00052	10/09/22	5126	202210	320	53800	46100		INSPCT/RPLC ENTRANCE LGHT	*	680.00		
		10/11/22	5129	202210	320	53800	46100		HURRICANE-REINST.WNDW TRM	*	385.00		
									BERRY CONSTRUCTION INC			1,065.00	000705
10/20/22	00013	10/03/22	86947	202210	310	51300	54000		FY23 SPECIAL DISTRICT FEE	*	175.00		
									DEPARTMENT OF ECONOMIC OPPORTUNITY,			175.00	000706
10/20/22	00002	9/26/22	60888644	202209	310	51300	48000		NOT OF FY23 MEETING DATES	*	260.00		
									ORLANDO SENTINEL			260.00	000707
10/21/22	00045	10/17/22	LMA22-02	202210	310	51300	49100		VIOLATION-INSPECTION FEE	*	35.00		
									OSCEOLA CTY CODE ENFORCEMENT OFFICE			35.00	000708
11/03/22	00020	10/25/22	28323A	202210	320	53800	47100		FOUNTAIN CLEAN ROUNDABOUT	*	240.00		
									FOUNTAIN DESIGN GROUP, INC.			240.00	000709
									SSTH STONE SOUTH TVISCARRA				

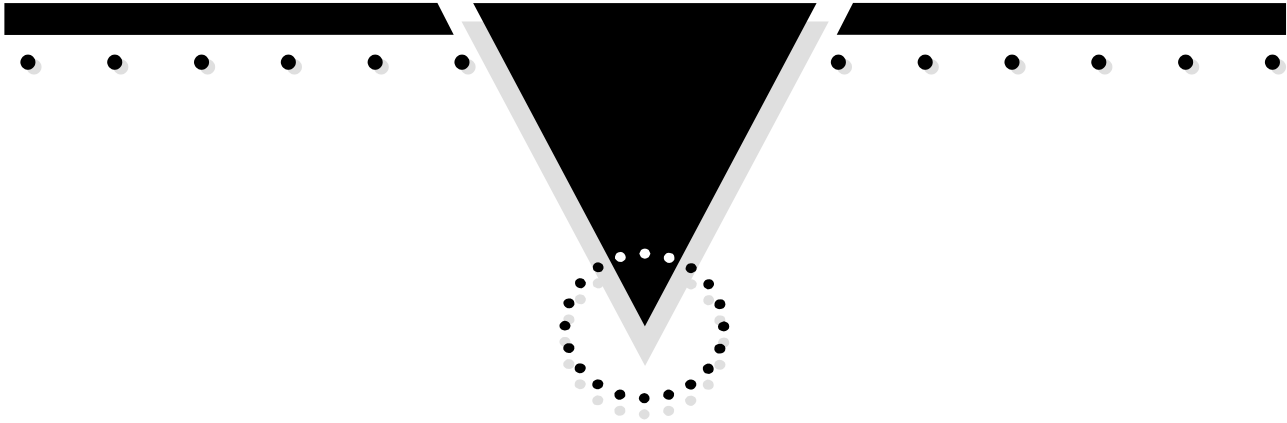
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/03/22	00011	11/01/22 22293	202210 310-51300-31500		PRP/ATTEND MTG VIA PHONE	*	172.92	
					STRALEY, ROBIN & VERICKER			172.92 000710
11/03/22	00032	11/01/22 11012022	202211 300-20700-10000		FY22 DEBT SRVCS SER2013	*	6,036.38	
					STONEBROOK SOUTH CDD C/O USBANK			6,036.38 000711
11/03/22	00032	11/01/22 11012022	202211 300-20700-10100		FY22 DEBT SRVCS SER2014	*	8,409.49	
					STONEBROOK SOUTH CDD C/O USBANK			8,409.49 000712
11/09/22	00001	11/01/22 160	202211 310-51300-34000		MANAGEMENT FEES NOV22	*	2,929.08	
		11/01/22 160	202211 310-51300-35200		WEBSITE ADMIN NOV22	*	66.67	
		11/01/22 160	202211 310-51300-35100		INFORMATION TECH NOV22	*	108.33	
		11/01/22 160	202211 310-51300-31300		DISSEMINATION FEE NOV22	*	416.67	
		11/01/22 160	202211 310-51300-51000		OFFICE SUPPLIES	*	.30	
		11/01/22 160	202211 310-51300-42000		POSTAGE	*	5.70	
		11/01/22 160	202211 310-51300-42500		COPIES	*	6.00	
		11/01/22 161	202211 320-53800-12000		FIELD MANAGEMENT NOV22	*	1,351.92	
					GOVERNMENTAL MANAGEMENT SERVICES			4,884.67 000713
11/09/22	00037	11/04/22 R312527-	202211 310-51300-49100		2022 PROPERTY TAX 1PJ40	*	1.69	
					BRUCE VICKERS, TAX COLLECTOR			1.69 000714
11/09/22	00012	11/01/22 47058B	202211 320-53800-47000		WATER MGMT SERVICES NOV22	*	163.00	
					THE LAKE DOCTORS, INC.			163.00 000715
11/17/22	00046	11/07/22 68494	202209 310-51300-31100		REVIEW CDD AGENDA	*	60.00	
		11/07/22 68494A	202210 310-51300-31100		ATTEND CDD BOS MEETING	*	120.00	
					HAMILTON ENGINEERING & SURVEYING			180.00 000716
11/17/22	00032	11/17/22 11172022	202211 300-20700-10000		FY23 DEBT SRVC SER2013	*	5,339.04	
					STONEBROOK SOUTH CDD C/O USBANK			5,339.04 000717
					SSTH STONE SOUTH TVISCARRA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/17/22	00032	11/17/22 11172022	202211 300-20700-10100 FY23 DEBT SRVC SER2014	STONEBROOK SOUTH CDD C/O USBANK	*	7,438.00	7,438.00 000718
TOTAL FOR BANK A						39,682.68	
TOTAL FOR REGISTER						39,682.68	

SSTH STONE SOUTH TVISCARRA

# SECTION C





**Stoneybrook South**  
**Community Development District**

**Unaudited Financial Reporting**  
**October 31, 2022**



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1 Balance Sheet

2 General Fund Income Statement

3 Capital Reserve Fund Income Statement

4 Debt Service Income Statement Series 2013

5 Debt Service Income Statement Series 2014

6 Month to Month

7 FY23 Assessment Receipt Schedule

**Stoneybrook South**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**October 31, 2022**

	General Fund	Capital Reserve Fund	Debt Service Fund	Totals 2023
<b><u>ASSETS:</u></b>				
<b><u>CASH</u></b>				
OPERATING ACCOUNT - SUNTRUST	\$190,763	\$25,002	---	\$215,766
STATE BOARD OF ADMINISTRATION	\$230,530	\$1,141,107	---	\$1,371,637
ASSESSMENT RECEIVABLE	\$6,830	---	\$14,446	\$21,276
<b><u>INVESTMENTS</u></b>				
SERIES 2013				
RESERVE	---	---	\$739,046	\$739,046
REVENUE	---	---	\$458,437	\$458,437
PREPAYMENT	---	---	\$5	\$5
SERIES 2014				
RESERVE	---	---	\$603,888	\$603,888
REVENUE	---	---	\$1,058,153	\$1,058,153
<b>TOTAL ASSETS</b>	<b>\$428,123</b>	<b>\$1,166,109</b>	<b>\$2,873,975</b>	<b>\$4,468,207</b>
<b><u>LIABILITIES:</u></b>				
ACCOUNTS PAYABLE	\$593	---	---	\$593
<b><u>FUND EQUITY:</u></b>				
FUND BALANCES:				
ASSIGNED	---	\$1,166,109	---	\$1,166,109
RESTRICTED FOR DEBT SERVICE 2013	---	---	\$1,203,524	\$1,203,524
RESTRICTED FOR DEBT SERVICE 2014	---	---	\$1,670,451	\$1,670,451
UNASSIGNED	\$427,530	---	---	\$427,530
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$428,123</b>	<b>\$1,166,109</b>	<b>\$2,873,975</b>	<b>\$4,468,207</b>

# Stoneybrook South

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending October 31, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<b>REVENUES:</b>				
ASSESSMENTS - TAX ROLL	\$845,101	\$0	\$0	\$0
INTEREST	\$750	\$63	\$615	\$553
<b>TOTAL REVENUES</b>	<b>\$845,851</b>	<b>\$63</b>	<b>\$615</b>	<b>\$553</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE:</b>				
SUPERVISOR FEES	\$8,000	\$667	\$800	(\$133)
FICA EXPENSE	\$612	\$51	\$61	(\$10)
ENGINEERING	\$15,000	\$1,250	\$120	\$1,130
ATTORNEY	\$15,000	\$1,250	\$173	\$1,077
ARBITRAGE	\$1,100	\$0	\$0	\$0
DISSEMINATION	\$5,000	\$417	\$417	(\$0)
ANNUAL AUDIT	\$3,650	\$304	\$0	\$304
TRUSTEE FEES	\$8,300	\$692	\$6,223	(\$5,531)
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$35,149	\$2,929	\$2,929	\$0
INFORMATION TECHNOLOGY	\$1,300	\$108	\$108	\$0
WEBSITE ADMINISTRATION	\$800	\$67	\$67	(\$0)
TELEPHONE	\$50	\$4	\$0	\$4
INSURANCE	\$6,350	\$6,350	\$6,196	\$154
POSTAGE	\$500	\$42	\$6	\$35
PRINTING & BINDING	\$400	\$33	\$0	\$33
LEGAL ADVERTISING	\$2,500	\$208	\$0	\$208
CONTINGENCY	\$300	\$25	\$39	(\$14)
OFFICE SUPPLIES	\$100	\$8	\$0	\$8
PROPERTY APPRAISER	\$625	\$52	\$0	\$52
PROPERTY TAXES	\$5	\$0	\$35	(\$35)
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<b>FIELD:</b>				
FIELD SERVICES	\$16,223	\$1,352	\$1,352	(\$0)
ELECTRIC	\$55,000	\$4,583	\$4,715	(\$131)
STREETLIGHTS	\$200,000	\$16,667	\$14,702	\$1,965
RECLAIMED WATER	\$180,000	\$15,000	\$17,856	(\$2,856)
PROPERTY INSURANCE	\$12,550	\$12,550	\$12,545	\$5
ENTRY & WALLS MAINTENANCE	\$15,000	\$1,250	\$1,065	\$185
LANDSCAPE MAINTENANCE	\$268,254	\$22,355	\$0	\$22,355
LANDSCAPE REPLACEMENT - PLANTS, SHRUBS, TREES	\$40,000	\$3,333	\$0	\$3,333
TREE TRIMMING	\$5,000	\$5,000	\$0	\$5,000
IRRIGATION REPAIRS	\$15,000	\$1,250	\$0	\$1,250
AQUATIC MAINTENANCE	\$3,000	\$250	\$163	\$87
FOUNTAIN REPAIR & MAINTENANCE	\$7,500	\$625	\$240	\$385
WETLAND MONITORING & MAINTENANCE	\$0	\$0	\$0	\$0
MISCELLANEOUS - STORMWATER CONTROL	\$5,000	\$417	\$0	\$417
PRESSURE WASHING	\$5,000	\$417	\$0	\$417
SIDEWALK REPAIR & MAINTENANCE	\$10,000	\$833	\$0	\$833
ROADWAY REPAIR & MAINTENANCE - STORM GUTTERS	\$5,000	\$417	\$0	\$417
CONTINGENCY	\$10,000	\$833	\$0	\$833
TRANSFER OUT - CAPITAL RESERVE	\$93,981	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$1,056,423</b>	<b>\$106,764</b>	<b>\$74,987</b>	<b>\$31,777</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$210,572)</b>		<b>(\$74,372)</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$210,572</b>		<b>\$501,902</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$427,530</b>	

**Stoneybrook South**  
**COMMUNITY DEVELOPMENT DISTRICT**

**CAPITAL RESERVE FUND**

Statement of Revenues & Expenditures

For The Period Ending October 31, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
TRANSFER IN	\$93,981	\$0	\$0	\$0
INTEREST	\$3,000	\$250	\$3,045	\$2,795
<b>TOTAL REVENUES</b>	<b>\$96,981</b>	<b>\$250</b>	<b>\$3,045</b>	<b>\$2,795</b>
<b><u>EXPENDITURES:</u></b>				
CAPITAL OUTLAY	\$25,000	\$2,083	\$0	\$2,083
<b>TOTAL EXPENDITURES</b>	<b>\$25,000</b>	<b>\$2,083</b>	<b>\$0</b>	<b>\$2,083</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$71,981</b>		<b>\$3,045</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$1,157,696</b>		<b>\$1,163,065</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$1,229,677</b>		<b>\$1,166,109</b>	

**Stoneybrook South**  
**COMMUNITY DEVELOPMENT DISTRICT**

**SERIES 2013**

**DEBT SERVICE FUND**

Statement of Revenues & Expenditures

For The Period Ending October 31, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
ASSESSMENTS - TAX ROLL	\$746,885	\$0	\$0	\$0
INTEREST	\$1,000	\$83	\$2,332	\$2,249
<b>TOTAL REVENUES</b>	<b>\$747,885</b>	<b>\$83</b>	<b>\$2,332</b>	<b>\$2,249</b>
<b><u>EXPENDITURES:</u></b>				
INTEREST - 11/1	\$239,988	\$0	\$0	\$0
PRINCIPAL - 05/1	\$255,000	\$0	\$0	\$0
INTEREST - 05/1	\$239,988	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$734,975</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$12,910</b>		<b>\$2,332</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$456,535</b>		<b>\$1,201,192</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$469,445</b>		<b>\$1,203,524</b>	

**Stoneybrook South**  
**COMMUNITY DEVELOPMENT DISTRICT**

**SERIES 2014**  
**DEBT SERVICE FUND**

Statement of Revenues & Expenditures  
For The Period Ending October 31, 2022

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
<b><u>REVENUES:</u></b>				
ASSESSMENTS - TAX ROLL	\$1,040,511	\$0	\$0	\$0
INTEREST	\$1,500	\$125	\$3,237	\$3,112
<b>TOTAL REVENUES</b>	<b>\$1,042,011</b>	<b>\$125</b>	<b>\$3,237</b>	<b>\$3,112</b>
<b><u>EXPENDITURES:</u></b>				
INTEREST - 11/1	\$344,619	\$0	\$0	\$0
PRINCIPAL - 11/1	\$310,000	\$0	\$0	\$0
INTEREST - 05/1	\$337,256	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$991,875</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$50,136</b>		<b>\$3,237</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$1,053,185</b>		<b>\$1,667,214</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$1,103,321</b>		<b>\$1,670,451</b>	

**Stoneybrook South  
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>REVENUES:</b>													
ASSESSMENTS - TAX ROLL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INTEREST	\$615	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$615
<b>TOTAL REVENUES</b>	<b>\$615</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$615</b>
<b>EXPENDITURES:</b>													
<b>ADMINISTRATIVE:</b>													
SUPERVISOR FEES	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800
FICA EXPENSE	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61
ENGINEERING FEES	\$120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120
ATTORNEY	\$173	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$173
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$6,223	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,223
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
MANAGEMENT FEES	\$2,929	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,929
INFORMATION TECHNOLOGY	\$108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108
WEBSITE MAINTENANCE	\$67	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$67
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INSURANCE	\$6,196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,196
POSTAGE	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$39	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY APPRAISER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY TAXES	\$35	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>FIELD:</b>													
FIELD SERVICES	\$1,352	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,352
ELECTRIC	\$4,715	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,715
STREETLIGHTS	\$14,702	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,702
RECLAIMED WATER	\$17,856	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,856
PROPERTY INSURANCE	\$12,545	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,545
ENTRY & WALLS MAINTENANCE	\$1,065	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,065
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TREE TRIMMING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AQUATIC MAINTENANCE	\$163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$163
FOUNTAIN REPAIR & MAINTENANCE	\$240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$240
WETLAND MONITORING & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS - STORMWATER CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRESSURE WASHING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SIDEWALK REPAIR & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROADWAY REPAIR & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSFER OUT - CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$74,987</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$74,987</b>
<b>EXCESS REVENUES/(EXPENDITURES)</b>	<b>(\$74,372)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$74,372)</b>



**STONEBROOK SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**SPECIAL ASSESSMENT RECEIPTS - FY2023**

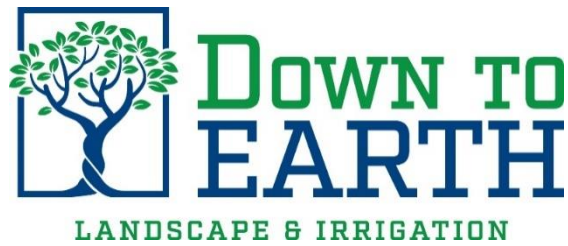
**TAX COLLECTOR**

GROSS ASSESSMENTS \$ 2,800,529 \$ 899,044 \$ 794,558 \$ 1,106,927  
NET ASSESSMENTS \$ 2,632,497 \$ 845,101 \$ 746,885 \$ 1,040,511

DATE RECEIVED	DIST.	GROSS ASSESSMENTS RECEIVED	DISCOUNTS/ PENALTIES	COMMISSIONS PAID	INTEREST INCOME	NET AMOUNT RECEIVED	2013		2014	TOTAL 100%
							GENERAL FUND 32.10%	DEBT SERVICE 28.37%	DEBT SERVICE 39.53%	
11/18/22	ACH	\$ 20,251.84	\$ 1,049.62	\$ 384.04	\$ -	\$ 18,818.18	\$ 6,041.13	\$ 5,339.04	\$ 7,438.00	\$ 18,818.18
11/22/22	ACH	\$ 343,564.06	\$ 13,742.68	\$ 6,596.43	\$ -	\$ 323,224.95	\$ 103,763.76	\$ 91,704.50	\$ 127,756.70	\$ 323,224.95
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<b>TOTALS</b>		\$ 363,815.90	\$ 14,792.30	\$ 6,980.47	\$ -	\$ 342,043.13	\$ 109,804.89	\$ 97,043.54	\$ 135,194.70	\$ 342,043.13

# SECTION V

# SECTION A



## Landscape Maintenance Proposal

Attn: **Stoneybrook South CDD**  
 c/o Governmental Management Services (GMS)  
 1408 Hamlin Avenue Unit E  
 St Cloud FL 34771

Submitted By: **Down to Earth**

### *Stoneybrook South CDD*

#### Landscape Maintenance Summary

<b>Basic Maintenance</b>	<b>\$ 306,576.00</b>	<b>Annually</b>
<b>Irrigation Inspection</b>	<b>Included</b>	<b>Annually</b>
<b>Fertilization/Pest Control</b>	<b>Included</b>	<b>Annually</b>
<b>Mulch Application</b> (1 Time Per Year)	<b>Included</b>	<b>Annually</b>
<b>Annuals</b> (4 Rotations Per Year)	<b>Included</b>	<b>Annually</b>
<b>Palm Trimming</b>	<b>Included</b>	<b>Annually</b>
	<b>Total Annual Fee</b>	<b>\$ 306,576.00</b>
	<b>Monthly Fee</b>	<b>\$ 25,548.00</b>

**Additional Items**

<b>Mulch</b>	<b>Pricing upon request</b>
<b>4" Seasonal Annuals (4 times/year)</b>	<b>Pricing upon request</b>
<b>Palm Trimming Over 15'</b>	<b>Pricing upon request</b>

*\* Pricing is valid for 30 days from the date of this Proposal.*



## Landscape Maintenance Agreement

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022, and between, **Stoneybrook South CDD** ("Customer"), and **Down to Earth** ("DTE").

### Property address:

1. **Term.** DTE shall furnish all labor, materials, and necessary equipment to maintain the grounds at **Stoneybrook South CDD** for a three (3) year period commencing 10/1/22 and ending 9/30/25 (the "Initial Term"). The Agreement shall automatically renew for additional one (1) year periods ("each a "Renewal Term") unless sooner terminated as provided in Section 9 herein, or if terminated by either party ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.
2. **Scope of Work.** DTE shall use its best efforts to perform the Service Agreement Specifications attached hereto as Exhibit "A" and incorporated herein.
3. **Price and Payment Terms.** Customer shall pay DTE \$ **25,548.00** on a monthly basis (the "Monthly Fee"). On the first (1<sup>st</sup>) day of each month, DTE shall tender to Customer an invoice for services rendered during the current month, which shall be paid by Customer within 30 days of the date of the invoice (Net 30 terms). Customer shall not be entitled to reduce or offset any payments owed to DTE hereunder for any reason. A processing fee of 2.75% will be added to all credit transactions.
  - a. **Late Payments.** Any unpaid balance will bear interest at a rate of 1.5% per month (18% per year). The unpaid balance shall be determined by taking the beginning balance of the account for each month, adding any new charges and subtracting any payments made to the account. In the event payment remains past due for a period in excess of ten (10) days, DTE's obligations under this Agreement will be suspended until payment is made in full. Customer shall reimburse DTE for all costs and expenses reasonably incurred by DTE in collecting past due amounts, including attorneys' fees and court costs.
  - b. **Price Increases.** The Monthly Fee shall increase every twelve (12) months (the "Anniversary Date") by the greater of i) 3% or ii) a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers" or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the date twelve (12) months earlier, with that of the Anniversary Date, and shall be rounded to the nearest ten (10) dollars. DTE reserves the right to increase the Monthly Fee at any time upon thirty (30) days prior written notice to Customer. If Customer rejects such increase, either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party.
  - c. **Fuel Surcharge.** Customer agrees to pay DTE a monthly fuel surcharge to the extent the fuel price exceeds \$3.25 per gallon, as reported at [Florida Regular Conventional Retail Gasoline Prices](#). An adjustment to the fuel surcharge will be made based on a monthly review (the "Review Period") of the fuel price. The fuel surcharge shall be based on the average fuel price from the preceding three (3) month period) (the "Indexed Fuel Price"), and implemented at the beginning of the next calendar month. Adjustments will be applied or removed as of each Review Period. Each \$0.50 incremental rise in the fuel price will result in a 1% fuel surcharge (Example: If Indexed



Fuel Price is \$3.26-\$3.75 per gallon, the fuel surcharge will be 1% of the total amount invoiced. If Indexed Fuel Price is \$3.76-\$4.25 per gallon, the fuel surcharge will be 2% of the total amount invoiced).

4. **Indemnification.** DTE shall indemnify and hold harmless Customer from any and all injuries, damages, causes of action or claims to the extent they are caused by negligent or intentional acts or omissions on the part of DTE, its agents, subcontractor, employees, or others acting on behalf of DTE, in the performance of its obligations under this Agreement. Customer is required to notify DTE within 30 days of the date Customer is notified or discovers any potential claim, cause of action, or damages potentially caused by DTE.
5. **Insurance.** DTE, for itself, its subcontractors, agents, and employees, shall maintain the following insurance coverage throughout the duration of this Agreement:
  - a. Commercial general liability insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or death and/or property damage and/or personal injury;
  - b. Pollution liability insurance with a limit of liability of \$1,000,000 per each incident and \$2,000,000 aggregate; and
  - c. Workers' compensation insurance on behalf of each of its employees or laborers working on the property in accordance with all applicable laws. DTE shall deliver to Customer an insurance certificate evidencing such insurance prior to the signing of this Agreement.
6. **Standard of Performance.** DTE shall use due care, skill, and diligence in the performance of its obligations under this Agreement and shall perform all its obligations in its best workmanlike manner and in accordance with the accepted standards for professional landscape contractors in the state of Florida. All materials used in performing any obligation under this Agreement shall be of first quality and shall be used strictly in accordance with manufacturer's specifications.
7. **Time.** Time is of the essence in performing the obligations under this Agreement. In the event that performance by DTE shall be interrupted or delayed by any occurrences outside DTE's commercially reasonable control, including but not limited to acts of God, inability to secure labor and/or products, and rules, regulations or restrictions imposed by any government or governmental agency, DTE shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
8. **Independent Contractor Relationship.** All work performed by DTE under this Agreement shall be as an independent contractor, and in no way shall DTE be considered an employee of the Customer.
9. **Termination.** Given the nature of the work contemplated by this Agreement, the parties acknowledge that conditions change due to the natural growing cycle, weather patterns, wear and tear of the grounds, and other causes, both foreseen and unforeseen. Should Customer believe that a condition exists that would give it cause to terminate this Agreement, Customer shall promptly (within 24 hours) notify DTE in writing of the condition. Customer acknowledges that it shall have an affirmative obligation to photograph any such condition within 24 hours of discovery of that condition and that the failure to do so shall constitute spoliation of evidence. DTE shall have no less than seven (7) days to inspect and acknowledge such condition. DTE will then have (thirty) 30 days to cure the condition. If DTE fails to commence cure of the condition within the prescribed time, and continue to cure in a diligent fashion, Customer may



terminate the Agreement with no further liability; by providing DTE ninety (90) days' prior written notice of termination. DTE may terminate this Agreement immediately if Customer fails to cure a payment default within thirty (30) days of receipt of notice of such from DTE. Customer further acknowledges that as inducement to enter a long-term relationship, DTE may agree to provide incentives that shall not become "earned" until the end of the Initial Term. If Customer terminates this Agreement for any reason within the Initial Term, Customer must reimburse DTE the full amount of any incentives provided.

- 10. Notices.** Any notice required to be sent to Customer or DTE under this Agreement shall be sent to the parties at the following address unless otherwise specified:

Customer:

**Stoneybrook South CDD**  
c/o Governmental Management Services (GMS)  
1408 Hamlin Avenue Unit E  
St Cloud FL 34771

DTE:

**Down to Earth**  
2701 Maitland Center Parkway  
Suite 200  
Maitland, Florida 32751  
Phone: 321-263-2700  
Fax: 352-385-7229  
[www.dtelandscap.com](http://www.dtelandscap.com)

- 11. Governing Law and Binding Effect; Venue.** This Agreement and the interpretation and enforcement of the same will be governed by and construed in accordance with the laws of the State of Florida and will be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns. Venue for all actions arising from this agreement shall be located within the applicable Florida county of the property address.
- 12. Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, will be binding on either party hereto. This Agreement may not be modified or amended, nor may any covenant, agreement, condition, requirement, provision, warranty, or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.
- 13. Litigation and Attorneys' Fees.** In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees.
- 14. Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.
- 15. No Third-Party Beneficiaries.** The parties hereto intend that this Agreement shall not benefit or create



any right or cause of action in or on behalf of any person other than the parties hereto. No future or present employee or customer of either of the parties nor their affiliates, successors or assigns or other person shall be treated as a third-party beneficiary in or under this Agreement.

**Stoneybrook South CDD**

**Down to Earth**

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

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

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

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Signature** **Date**





## **Exhibit "A"**

### **Service Agreement Specifications**

Between **Down to Earth** (herein "DTE") and **Stoneybrook South CDD** ("Customer") the services to be performed hereunder for the Monthly Fee are set forth below. Any work performed in addition to these services will be separately invoiced as provided in this Agreement.

#### **LANDSCAPE MAINTENANCE PROGRAM**

##### **I. TURF GRASS SPECIFICATIONS**

###### **i. Mowing**

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (Approximately 42 cuts annually.)

DTE may alter mowing frequencies according to seasonal needs and environmental conditions that may include but are not limited to, excessive rain and wet conditions, cold weather, extreme weather, etc. Areas that cannot be serviced due to risk of creating damage will be notified to the Customer and /or the Property Management.

Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

Mower blades will be kept sharp to prevent the tearing of grass blades.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

Zoysia turf should be maintained at a mowing height of 1" to 2" in height, with no more than 1/2 of leaf blade removed during mowing. The initial cut in the beginning of the season can be shorter to remove dead leaf tissue and increase the rate of green up.

Bermuda Sod shall be maintained at a mow height of 1" to 3", depending on seasonal requirements.

###### **ii. Edging**

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings. The shape and configuration of plant beds will be maintained.

Hard surfaces will be blown to support a clean, well-groomed appearance.



**iii. Trimming**

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas.

**iv. Debris Removal**

Removal of all landscape debris generated on the property during landscape maintenance is the responsibility of DTE.

**v. Fertilization**

Irrigated Turf shall be fertilized up to four (4) times per year as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.

At times, environmental conditions may require additional applications of nutrients augmenting the above fertilization programs to ensure that turf areas in top condition. DTE can provide service upon Customer request at an additional cost.

All fertilizer applications will adhere to UF recommended Nitrogen application rates for the turf varieties present, using GI-BMP guidelines to help reduce the need for chemical intervention and protect the ground water.

**vi. Insect & Disease Control**

DTE will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. DTE will strictly comply with all state and federal regulations.

DTE employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

**II. PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION**

**i. Pruning**

Customer will be on a selective, continuous prune cycle as needed to avoid the loss of landscape integrity and aesthetic structure.

Individual plant service will be pruned using guidelines of the UF/IFAS.

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications unless Customer requests otherwise.



Plants, hedges, shrubbery, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

**ii. Tree Pruning**

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 12' from ground. Moss removal and tree spraying may be performed at an additional charge.

**iii. Palm Pruning**

All palms up to a maximum height of 12' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 12' overall are to be thoroughly detailed with all fronds trimmed to lateral position annually.

DTE will provide service for Palms over a maximum height of 12' at no additional cost.

**iv. Crape Myrtle Pruning**

Crape Myrtles up to a maximum height of 12' overall can be pruned and shaped each February to promote vigorous blooming and maintain desired size. All sucker branching, seedpods, and ball moss must also be removed. No larger than 1" diameter branches will be removed. Extensive cutbacks ("Hat Racking") will be at the direction and approval of the Customer for an additional fee determined by debris and size of limbs being removed.

DTE can provide service for Crape Myrtles over a maximum height of 12' and "Hat Racking" upon Customer request at an additional cost.

**v. Edging and Trimming**

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

**vi. Fertilization**

Plant beds, shrubs, woody ornamental, and ground covers shall be fertilized up to two (2) times per year as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.

All ornamentals will be fertilized utilizing a product with a balanced analysis and good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow-release product.

**vii. Insect and Disease control**

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.

**viii. Weed Control**



Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural, and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

### **III. IRRIGATION**

DTE shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. DTE will be responsible for controlling the amount of water used for irrigation and any damage that results from over watering and insufficient watering. DTE is not responsible and cannot control any City or County Watering Guidelines. Any plant or turf area damage caused by the lack of water due to these “watering guidelines” will not be DTE's responsibility.

DTE will fully inspect and operate all the irrigation zones on a monthly basis.

Irrigation components damaged by other than DTE due to construction, vandalism, or other causes shall be reported to the Customer. DTE, if authorized by the Customer, shall repair the damage at a Time and Material rate.

### **IV. MULCHING**

Mulch is provided under this Agreement. DTE can provide service for mulching upon Customer request at an additional cost.

All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground and prevent weeds.

### **V. ANNUAL FLOWERS MAINTENANCE PROGRAM**

Annual Flowers are provided under this Agreement. DTE can provide service for Annual Flowers upon Customer request at an additional cost.

DTE will not be held responsible for any acts of God (i.e., wind damage, freeze damage). The practice of covering plant material during a freeze to prevent damage is an extra charge to this contract and does not guarantee plant survival.

### **VI. ADDITIONAL SERVICES**

DTE is a full-service Landscape, Irrigation, and Pest Control Company. We offer many solutions to all horticultural-related needs such as Landscape Lighting, and many other landscape improvements. We offer Free Estimates & Designs.

DTE shall provide services over and above the contract specifications with written authorization from



Customer. Rates for labor shall be provided upon request.

## **VII. REQUIRED ADDENDUMS / LANDSCAPE ALTERATIONS**

DTE shall not be responsible for the following additional service requests unless specifically agreed to in writing in an Addendum to this Agreement:

- i. Damage caused to decorative concrete curbing;
- ii. Damage caused to stucco on homes and/or fences if a maintenance strip is not installed;
- iii. Maintenance of additional landscape installed by the homeowner.
- iv. Maintenance of backyards if a privacy fence is installed, which requires smaller push mowers and string trimming to entire perimeter fence.



# SECTION B



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

September 25, 2022

Stoneybrook South Community Development District  
Governmental Management Services, LLC  
219 East Livingston Street  
Orlando, FL 32801

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

You have requested that we audit the financial statements of Stoneybrook South Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022 and thereafter if mutually agreed upon by Stoneybrook South Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

## **The Responsibilities of the Auditor**

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Stoneybrook South Community Development District  
September 25, 2022  
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- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



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September 25, 2022  
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## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. 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 District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

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

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

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;

Stoneybrook South Community Development District  
September 25, 2022  
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- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

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

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

### **Reporting**

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

### **Records and Assistance**

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

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

### **Other Relevant Information**

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

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

Stoneybrook South Community Development District  
September 25, 2022  
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### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$3,650, unless the scope of the engagement is changed, the assistance which of Stoneybrook South Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

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

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

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

Stoneybrook South Community Development District  
September 25, 2022  
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### **Information Security – Miscellaneous Terms**

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

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

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

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

### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.



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

Stoneybrook South Community Development District  
September 25, 2022  
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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam  
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

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---



Judson B. Baggett | 6815 Dairy Road  
MBA, CPA, CVA, Partner | Zephyrhills, FL 33542  
Marci Reutimann | (813) 788-2155  
CPA, Partner | (813) 782-8606

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

To the Partners

October 30, 2019

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

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

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

### Firm's Responsibility

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

### Peer Reviewer's Responsibility

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

### Required Selections and Considerations

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

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

### Opinion

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

*Baggett, Reutimann & Associates, CPAs, PA*  
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA  
Signed Electronically by Judson B. Baggett, CPA, CVA, Partner, U.S. 813-782-8606 email [jbaggett@brap.com](mailto:jbaggett@brap.com)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND STONEYBROOK SOUTH COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED SEPTEMBER 25, 2022)**

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

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

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

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

**GMS-SF, LLC  
219 E LIVINGSTON STREET  
ORLANDO, FL 32801  
TELEPHONE: 407-841-5524**

**Auditor: J.W. Gaines**

**District: Stoneybrook South CDD**

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



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

**Title: Director**

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

**Date: September 25, 2022**

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



# SECTION VI

# SECTION D

# Stoneybrook South Community Development District



December 5, 2022

Alan Scheerer - Field Services Manager

GMS

Stoneybrook South  
Community Development District

Field Management Report

December 5, 2022

To: George Flint  
District Manager

From: Alan Scheerer  
Field Services Manager

RE: Stoneybrook South CDD- December 5, 2022

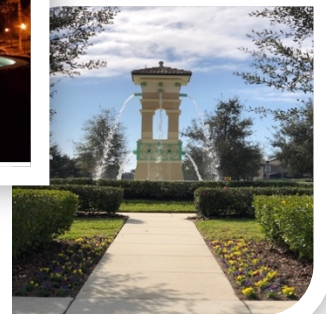
The following is a summary of items related to the field operations and management of the Stoneybrook South Community Development District.

## Completed Items

### Architectural Fountain



Architectural fountain is working fine. Lights are working as of this report.

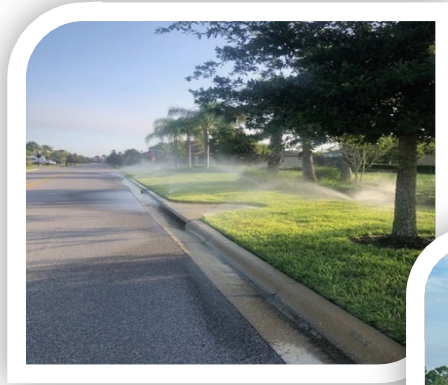


# Completed Items

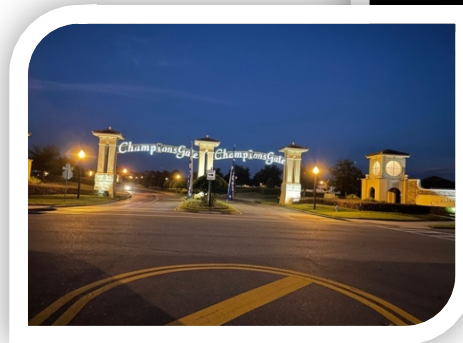
## Irrigation Repairs



Irrigation Inspections ongoing. Repairs made as needed.



Staff contacted Terrys Electric to work on the entry lights that are out. We need new LED drivers for two of the monuments. They have been ordered and will be installed as soon as possible

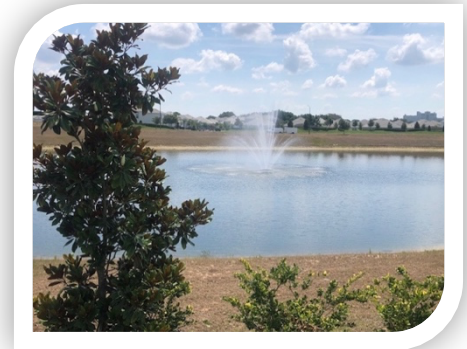
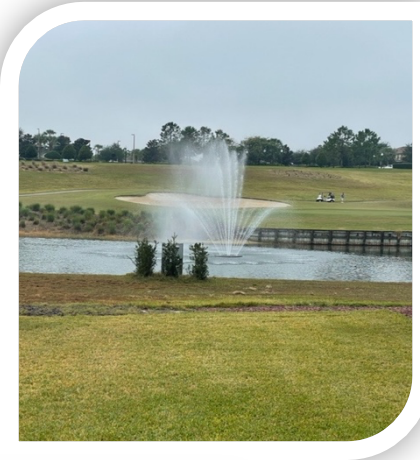


# Completed Items

## Lake Fountains



All fountains working as of this report. Fountains were shut off and on for both hurricanes.



Dry ponds scheduled to be disked by end of the month.



Staff continues to meet with DTE to review the property and all landscape and irrigation.

Repairs to irrigation system completed as approved.

The detail crew will be trimming hedges and pulling weeds as well as removing suckers from trees.

F&P crews continue to work on turf and plants.

Selective weed control on St. Augustine property wide.

Ant mounds treated as needed.

The community did pretty well during the hurricane with minimal issues to report.

All fountains were turned off during both hurricanes. All fountains are working as of this report.

Staff evaluated all entry monuments. We have two monuments that need new LED low voltage drivers. They have been ordered and will be installed as soon as possible.

Dry Ponds will be disked by the end of the month.

DTE has changed account managers for Champions Gate. I will be meeting with the new manager soon.

For any questions or comments regarding the above information, please contact me by phone at 407-398-2890, or by email at [ascheerer@gmscfl.com](mailto:ascheerer@gmscfl.com) Thank you.

Respectfully,

Alan Scheerer