# Stoneybrook South <br> Community Development District 

## Agenda

August 7, 2023

AgENDA

# Stoneybrook South <br> Community Development District 

219 E. Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 - Fax: 407-839-1526
July 31, 2023
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, August 7, 2023 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. Appointment of Individual in Seat \#5 with a Term Ending November 2026
B. Administration of Oath of Office to Newly Appointed Board Member
C. Consideration of Resolution 2023-10 Electing Officers
4. Business Administration
A. Approval of Minutes of the June 5, 2023 Meeting
B. Consideration of Check Register
C. Balance Sheet and Income Statement
5. Public Hearing
A. Consideration of Resolution 2023-07 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations
B. Consideration of Resolution 2023-08 Imposing Special Assessments and Certifying an Assessment Roll
6. Business Items
A. Consideration of Landscape Maintenance Agreement with Stoneybrook South at ChampionsGate CDD and Floralawn, Inc.
B. Consideration of Resolution 2023-09 Designating Bank Signatories
C. Presentation of Arbitrage Rebate Calculation Reports for the Series 2013 \& 2014 Bonds
D. Discussion and Approval of Fiscal Year 2024 Meeting Schedule
7. Staff Reports
A. District Counsel
B. District Engineer
i. Presentation of Annual Report
ii. Approval of Assignment and Assumption of District Engineering Agreement with Madden, Moorhead, \& Stokes, LLC
C. District Manager
D. Field Manager
8. Supervisor's Requests
9. 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
District Manager
Cc: Vivek Babbar, District Counsel
David Reid, District Engineer
Alan Scheerer, Field Manager
Enclosures

## SECTION III

## Section C

## RESOLUTION 2023-10

## 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. $\qquad$ is elected Chairperson.

Section 2. $\qquad$ is elected Vice-Chairperson.

Section 3. $\qquad$ is elected Secretary.

Section 4. $\qquad$ is elected Assistant Secretary.
$\qquad$ is elected Assistant Secretary. is elected Assistant Secretary. is elected Assistant Secretary.

Section 5. $\qquad$ is elected Treasurer.

Section 6. $\qquad$ is elected Assistant Treasurer. is elected Assistant Treasurer.

Section 7. This Resolution shall become effective immediately upon its adoption.
PASSED AND ADOPTED this $7^{\text {th }}$ day of August, 2023.

## ATTEST:

STONEYBROOK
COMMUNITY
SOUTH
DISTRICT

## Section IV

## SECTION A

## MINUTES OF MEETING <br> STONEYBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Stoneybrook South Community Development District was held Monday, June 5, 2023 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 (resigned at end of meeting) |
| Chris Manjourides | Assistant Secretary |
| Terry Siron | Assistant Secretary |
| Ron Philips | Assistant Secretary |

Also present were:
George Flint
Vivek Babbar
District Manager
District Counsel
District Engineer
Field Manager
ICON Management

## FIRST ORDER OF BUSINESS

## Roll Call

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

## SECOND ORDER OF BUSINESS

Public Comment Period
Mr. Flint: Next is public comment period. We have a representative of Yellowstone here and United Land. Are there any public comments? Otherwise, there is staff, HOA and Board members present here.

## THIRD ORDER OF BUSINESS

## Business Administration

A. Approval of Minutes of the April 3, 2023 Meeting

Mr. Flint: We have approval of the minutes from the April 3 ${ }^{\text {rd }}$ meeting. Did the Board have any comments or corrections to the minutes. Is there a motion to approve them?

On MOTION by Mr. DiCocco, seconded by Mr. Siron, with all in favor, the Minutes of the April 3, 2023 Meeting, were approved.

## B. Consideration of Check Register

Mr. Flint: Next, we have the check register from March $27^{\text {th }}$ through May $30^{\text {th }}$ for the General Fund and Board pay, it totals $\$ 172,734.02$. The detail is behind the register summary.

On MOTION by Mr. Nembirkow, seconded by Mr. Siron, with all in favor, the Check Register from March 27, 2023 through May $30^{\text {th }}$, 2023, was approved.

## C. Balance Sheet and Income Statement

Mr. Flint: Next is the unaudited financials through April $30^{\text {th }}$. There is no action required on these. You have the combined balance showing the General Fund, Capital Reserve Fund, and Debt Service Fund and then statements of revenue and expenditures for each fund. As of April $30^{\text {th }}$, we have collected $\$ 801,000$ of the $\$ 845,000$ that was certified for collection on the tax roll so some of those tax bills will likely go to tax certificate sale. We will be $100 \%$ collected in June and any tax bills that are not paid will get a tax certificate sale when those get bought and then we end up getting our money at that point. Historically, there has not been an issue with that being on the tax roll.

Mr. Nembirkow: Did you get a count on the unpaid?
Mr. Flint: We don't get the specific lots but could possibly ask the County. When we use the tax bill, we hand it over to them and it is their responsibility as we are not involved in that part of it. We do not monitor individual properties because once we use the tax bill, we turn enforcement over to them so we don't enforce collection if someone did not pay their tax bill. We do not do it directly; the property appraiser and tax collector do.

Mr. Nembirkow: I was wondering what percentage?
Mr. Flint: The last schedule on page eight of the financials is the receipts schedule so I will figure out the map and get back with you. They are normally over $100 \%$, around $102 \%$ or so collected because they have to allow for early payments so to collect $\$ 100$, they assess $\$ 106$ and that covers the $2 \%$ collection cost and the $4 \%$ discount so if you pay in November, you get a $4 \%$ discount. The $4 \%$ discount has to be allowed for because the $\$ 100$ has to be collected. Normally they are $100 \%$ collected with no problem. This last disbursement from the count was on May $10^{\text {th }}$
and we will see it some again in June once the tax certificate sale occurs. He noted the next financials will show where they stand on that.

Mr. Nembirkow: Can people pay quarterly?
Mr. Flint: Most people pay in November. We see the vast majority of assessment revenue in early December because everyone wants to get the $4 \%$ discount. If they have a mortgage on their property and their funds are escrowed, the banks always pay in November as well.

## FOURTH ORDER OF BUSINESS <br> Business Items

A. Consideration of Interlocal Agreement with Stoneybrook South at ChampionsGate CDD
Mr. Flint: At the last meeting we presented an interlocal agreement between Stoneybrook South and Stoneybrook South at ChampionsGate where we would basically pull all of the maintenance related costs and then allocate them back out based on platted lots. One of the reasons that benefits this District significantly is the fact that you are looking at a potential increase in our assessments. The developer originally wanted the other CDD and this CDD to have the same assessment levels for O\&M so a $60^{\prime}$ lot in this District and $60^{\prime}$ lot at Stoneybrook South at ChampionsGate has been paying the same. What has happened in this District over the last few years is we have been balancing the budget using cash carry forward, a portion of the cash carryforward, to balance the budget to keep the assessment levels the same and that was fine because you had a significant amount of cash and still do primarily because there was some impact fee reimbursements that came back to the CDD that were deposited and kept with the CDD versus going back to the developer so when some of the infrastructure was built, it was impact fee creditable and basically since the CDD issued bonds to build that infrastructure, we were the entity that got the impact fee money back when it was paid. When you go back and look at the financials, you look at the balance sheet, you will see that in the general fund you have got in the capital reserve $\$ 1.285$ million sitting there in a capital reserve and that is the second column on your balance sheet and really that is because of those impact fee money that came back to the CDD. You all are in a good cash position to be able to balance your budget without increasing assessments but coming into this year, we were looking at getting to a point where you probably do not want to use any more cash and you are looking at a potential increase in his assessments. We suggested rather than doing that is look at the community as one community and pull all of the costs then allocate them out based on the number of homes in each CDD which is a more equitable
way to share those costs. That is what this Interlocal Agreement does and would be effective on October $1^{\text {st }}$ and is an agreement between Stoneybrook South CDD and Stoneybrook South at ChampionsGate CDD. The budgets for all of the costs related to the stormwater ponds, the landscape tracts, street lighting, and maintenance of the open space tracts would be combined and then allocated back out. The first exhibit to this is the legal descriptions from both CDD's. The second exhibit is a list of the types of facilities that are being maintained and costs that are shared. Exhibit C is a general list of the types of costs associated. One item that I would ask the Board to strike from that would be security which is the second item and does not apply to this community. At some point, we could hire security to patrol the ponds and that might be a shared cost but this is based off of two other CDD's that have entered into a similar arrangement. You all will approve the actual expenses when you adopt your budgets. Both Boards will adopt budgets with the budgeted maintenance cost included in that budget and that is what will determine what gets shared. The same agreement will be on the other CDD's agenda after this meeting for them to consider as well. If you want before you take action on this, we can go over the revised proposed budget and it might help you understand the effect of this. Jump to page 54 of the PDF, the revised proposed, look at the revenue and see the current year adopted budget we used $\$ 210,000$ to balance the general fund budget. The proposed budget for FY24 in this version we are using $\$ 18,000$. Depending on what decision you make on landscaping, that $\$ 18,000$ will go to zero based on who you pick as your landscape contractor because the bids are lower than the current contracts. Under your current maintenance costs, you are going from $\$ 210,000$ down to $\$ 18,000$ to balance under your existing. If you pick one of the lower cost landscapers, that will actually go down to zero and that 18 will go away and you will be able to balance it on your existing assessment levels. The first section is administrative and is not really impacted by the Interlocal Agreement. The second section which is operations and maintenance, all of the 19 line items listed are based on a proration of costs which are at the bottom of the next page. At the bottom of page two you see the shared cost table, both Districts maintenance costs have been combined and then we allocate them back out based on the number of units. Stoneybrook South would get $47 \%$ of the share and Stoneybrook South at ChampionsGate 53\%. You are definitely looking at \$200,000 increase in assessments if you don't do this. If you do this, you are able to balance your budget with no increase. Depending on what you do on your landscape maintenance contract, you will be able to transfer out money to
your capital reserve. This version has zero because it is based on your current contract. Vivek, anything you want to add?

Mr. Babbar: You covered it great. The only thing to point out is like with any governmental payment timelines. I wanted to make sure the Board is aware of that. I do not see that as an issue as we have always had a good relationship with the other CDD but there is required mediation and then a required termination provision which would be effective one year after the termination provision is given. Everything else is standard language, shared agreement versus standard agreement.

Mr. Flint: Vivek wants the Board to be aware of the termination provisions that are in this agreement. Usually in this type of agreement they are a little tougher to dissolve because both Districts are adopting budgets based on this agreement being in place entering into contracts based on the agreement being in place so the notice of termination must be provided. There is a process if there is a dispute, how the dispute would be handled. They would start out with a joint meeting of both CDD Boards, etc. If for some reason one CDD wanted to end up terminating this agreement and go back to we are going to pay our costs, you pay your costs then there needs to be a notice of termination given and then there is a 12-month lead time on terminating it because basically if we are going to terminate the agreement then we have to build in the timing of being able to adopt a new budget and enter into new contracts. Both Districts have the same termination provisions and would have to live by the same terms. Our typical contracts have a 30 day without cause termination provision but this is not a typical contract. This would require more time to unravel if one party or the other wanted to get out of it.

Mr. Nembirkow: What could go wrong on our side that we would have to pay more money? They don't have a deficit, do they?

Mr. Flint: No. You can see because your budget is able to go down by $\$ 200,000$ and their assessments are not changing as they are able to enter into this agreement. They are generating $\$ 200,000$ more than they need.

Mr. Siron: Have all of their units been platted yet?
Mr. Flint: It is a small number. There are some additional units that would be platted so their percentage is probably going to go up a little more. Once those units are platted, that 53 may go up to 55 .

Mr. Siron: Do they have to go by this agreement too?

Mr. Flint: Yes, and in my discussions with that Board, they are in favor of this concept so I do not expect there would be any issue with that. Their per unit amount is going to be the same. They are generating excess revenue under the current assessment levels so if you did not enter into this agreement, they would decrease their per unit assessments, you would have to increase yours and there would be disparity between both.

Mr. Nembirkow: It's easy for us to say yes because we are going to save money but for them, they are going to actually lose a little money.

Mr. Flint: The concept is you look at it as one community instead of looking at it as two separate and then calculate the cost based on one community. The Master Association covers the whole area. Any questions or comments on the Interlocal Agreement? This does not affect the governance at all as it is just a cost share agreement.

On MOTION by Mr. Nembirkow, seconded by Mr. Siron, with all in favor, the Interlocal Agreement with Stoneybrook South at ChampionsGate CDD in substantial form, was approved.

## B. Presentation of Joint Landscape RFP 2023-01 Responses and Selection of Vendor to Provide Landscape Maintenance Services

Mr. Flint: A few years ago, we did a joint landscape RFP which included both CDD's, the Master Association at that time included the retreat country club, the condo associations and Lennar that owns the Oasis Club so we went through that whole process and we selected Down 2 Earth who at that time was the current provider so basically continued to use them. Recently, you all authorized us to reissue the landscape RFP and we went through the same joint bidding process, the only exception being the country club transitioned to a resident Board so they have already on their own bid out landscaping and they selected United Land as their provider. They are not using Down 2 Earth but everyone else is using Down 2 Earth. We use basically the same scope of work that we used three years ago. We issued the RFP on April $14^{\text {th }}$ and placed a notice in the newspaper and also sent it out to probably half a dozen companies and anyone who responded to the legal ad in the newspaper was also provided a copy of the RFP. We had a mandatory pre-bid conference on May $1^{\text {st }}$ where we went through the RFP document, all of the maps, cost sheets, scoring criteria, etc. and then had a bid opening on May $19^{\text {th }}$ which was a sealed bid opening because of the dollar amount. Those were received in my office and were opened on the $19^{\text {th }}$. As a result of the bid process, we received six bids Arazoza, Brightview, Down 2 Earth, Floralawn, United Land, and

Yellowstone all responded and I provided to you. The first sheet is the scoring criteria and the bidder is down the left-hand column. I provided you with a cost table that summarizes the costs by major schedule. There are schedules A-E that the bidders had to fill out and these are just summarizing the bottom lines of each of those schedules. This is the evaluation criteria that was in the agenda and that includes personnel at 25 points, experience at 25 points, understanding of the scope at 25 points, financial capability is 10 and price is broken into 15 points, 10 points is formula driven based on the dollar amount and then five points is on the reasonableness of the unit prices. We went ahead on a staff level and went through all of the proposals and came up with a staff recommended ranking and scoring. This is based solely on Stoneybrook South not the combined Stoneybrook South and ChampionsGate. You can see based on going through each one of these criteria and each one of the bidders, how staff ranked them. We had Floralawn number one with 95.3 points, Yellowstone number two with 93.46, United Land at 92.3, Down 2 Earth at 90.51, Arazoza at 89 and then Brightview at 79 . You have the option of either adopting the staff recommendations or if you want to go through the process of ranking them. You can rank them individually and I can tally and score them that way or if an individual Board members rank them the Board can adopt a consensus ranking of one of the Board members. Ultimately the Board is the entity that has to rank them and you can do that by adopting our ranking criteria or you can create your own ranking.

Mr. Manjourides: Your ranking of these six entities is based on obviously the criteria set forth but also past knowledge of?

Mr. Flint: Yes, personnel experience, understanding a scope, financial capability all come into play and our knowledge of these companies as well.

Mr. Siron: Could you give us your knowledge of the top three companies?
Mr. Flint: You can see on personnel that all of the companies except for Arazoza are 23 out of 25 . Arazoza is a newer company in this market and we are not familiar with them. We did not think their proposal demonstrated the level that would rise up to the level of these other companies that have a presence in Central Florida. You can see in experience the top three we ranked evenly. Understanding a scope Floralawn and Yellowstone both got 24, United Land got 22 because I think they left out some documents.

Mr. Scheerer: United Land got a lower grade on understanding the scope based on those documents not being included.

Mr. Flint: Financial ability, we ranked everyone at 10 . We believe they are all capable of providing the service and the limited financial information that they are able to provide demonstrates that they are stable. Price is formula driven. The highest price gets zero and the lowest gets 10 and then the others one is calculated. It is a formula and that calculation is attached. Ten out of the 15 on price if formula driven and then five of it is unreasonableness of the unit pricing and Floralawn's unit pricing we gave five and gave United and Yellowstone four each. It looked like Floralawn's numbers were more complete and more consistent.

Mr. Siron: If you look at the one, two and three ranked in the last two categories price and reasonable unit price there, they are lumped together pretty much versus the others and that is a sign they are thinking alike.

Mr. Flint: We work with all of these with the exception of Arazoza. Brightview is the biggest landscape company in the country. We do not personally work with them a lot. We have them on two Central Florida CDD's. Down 2 Earth, Floralawn, United Land, and Yellowstone do the vast majority of the work in the CDD's that we are familiar with. We are comfortable with any of those companies which are ranked as the top four but it really came down to Floralawn we felt was the number one ranked. From a pricing perspective, Floralawn was at 268,224 and were neck and neck with United Land. This is only for our section. The next sheet is the combined. The only difference from a staff perspective on the ranking is the price. Floralawn is relatively lower than all of the other bidders in the other CDD.

Mr. Siron: If we go with the combined, are they going to pay half?
Mr. Flint: They are going to pay $53 \%$.
Mr. Flint: You may have what you think is the best company but depending on the project manager, we may have issues but that is our job to beat up on until they do a good job or replace the project manager.

Mr. Flint: The options are you can accept staff rankings or you can develop your own rankings. The rankings have to be yours whether you adopt what we handed you or you prepare your own. Ultimately, you are making the decision and for the record we talked about these evaluation criteria and these are in the RFP, again price is only $15 \%$ of this evaluation. The other $85 \%$ are other factors.

Mr. Siron: Going back to the scope of work, United did not provide all of the information so they were obviously downgraded in the scope of work.

Mr. Scheerer: They were downgraded on understanding the scope of work. Down 2 Earth also did not include the same document.

Mr. Siron: From my experience, United has done a good job after Down 2 Earth fell down so that is the only one that we have personal experience with.

Mr. Flint: Part of the problem with United is on some of the other criteria they fall short and on price they were not the lowest either. I believe the HOA is hiring Floralawn also. The other parties to the joint RFP don't have to comply with the legal requirements the CDD does. They don't have to go through the ranking process.

Mr. Manjourides: When do they start?
Mr. Flint: I think they indicated they can start September $1^{\text {st }}$.

> On MOTION by Mr. Siron, seconded by Mr. Manjourides, with all in favor, the Joint Landscape RFP 2023-01 Consensus Ranking and Selection of Floralawn, Inc. to Provide Landscape Maintenance Services, was approved.

## C. Consideration of Revised Fiscal Year 2024 Proposed Budget

Mr. Flint: I have explained how this revision has been made and the only thing now is you have approved the landscape contractor because we did not want to assume you were going to select one firm or another so the costs that are in here are your Down 2 Earth costs. Now that you have selected Floralawn, if were to incorporate Floralawn's cost into this budget, basically it would eliminate your carry forward surplus on your revenue side so that $\$ 18,838$ that is showing up can go away and there is a transfer out to capital reserve of $\$ 37,903$. By hiring Floralawn, you eliminate the use of $\$ 18,000$ to balance your budget then you are able to contribute almost $\$ 38,000$ to your reserve fund where before it was zero. If you are comfortable with that, I would ask you to approve the revised proposed budget subject to incorporation of Floralawn's cost. Vivek, do you think the revised budget needs to be done by resolution?

Mr. Vivek: Not at this time because we are having our final public hearing in July. We will adopt the final one at that point since we are not going up obviously and it is just changing line items.

Mr. Flint: If the Board would approve the revised budget subject to Floralawn's numbers, we can do it by motion and then will bring back for the hearing the revised.

> On MOTION by Mr. Nembirkow, seconded by Mr. Siron, with all in favor, the Revised Fiscal Year 2024 Proposed Budget, was approved.

## D. Review and Acceptance of Fiscal Year 2022 Audit Report

Mr. Flint: The CDD as a government entity is required to have an annual independent audit performed and you all selected Berger Toombs so they have prepared the audit. If you refer to the report to management which starts on page 34 , if there are any findings or recommendations in their audit they would be indicated there. It is a clean audit. They found we complied with all of the provisions of the Auditor General that they are required to review and there were no issues found during the course of their audit. If there are any questions, we can discuss those otherwise asking for a motion to accept the audit and ratify its transmittal to the State of Florida.

On MOTION by Mr. Manjourides, seconded by Mr. Nembirkow, with all in favor, Acceptance of Fiscal Year 2022 Audit Report, was approved.

## E. Consideration of Special Warranty Deed for Conveyance of Real Property and Improvements from Len-CG South, LLC

Mr. Flint: There are some parcels in the CDD in the developer's name, Len-CG which is the legal entity and they were never conveyed to the CDD. They have the same issue with HOA's. They are in the process of cleaning those up. We have been maintaining these areas and it's not like they were new areas that we were not aware of. I would ask if you would approve it subject to review by the District Engineer as some of these may have already been conveyed to the District so just want to double check it all before it gets executed. I talked with Dave Reed this morning so would like to have it approved just because of the time sensitive nature but allow us to review it before it actually gets reported.

On MOTION by Mr. Manjourides, seconded by Mr. DiCocco, with all in favor, the Special Warranty Deed for Conveyance of Real Property and Improvements from Len-GC South, LLC, was approved.
F. Consideration of Resolution 2023-06 Designating Assistant Treasurer of the District Mr. Flint: This resolution designates Darrin Mossing, Sr. as an Assistant Treasurer. He is the President of GMS, my business partner, and we are just putting him on as an Assistant Treasurer on the CDD's that we manage. He takes an active role in managing our accounting group
so if there is ever any issue with an accountant leaving that is assigned to this District it would at least give him the ability to administer the bank account. He is the majority shareholder in GMS and we are just adding him to all of the Districts.

> On MOTION by Mr. Manjourides, seconded by Mr. Siron, with all in favor, Resolution 2023-06 Designating Darrin Mossing, Sr. as Assistant Treasurer of the District, was approved.

## G. Presentation of Number of Registered Voters - 997

Mr. Flint: Each year we are required to announce the number as of April $15^{\text {th }}$ and we are up to 997 . It really does not have any impact on the District anymore since you have fully transitioned to resident control but we are still required to include it in the agenda.

Mr. Nembirkow: That is everybody?
Mr. Flint: I think you are billed out. You could end up with four people in a house versus one person. The number can change because it is the number of registered voters.

## FIFTH ORDER OF BUSINESS

## Staff Reports

## A. District Counsel

Mr. Flint: Vivek, anything else?
Mr. Babbar: The first item is when you fill out Form 1, there is a question on there of whether you have done your ethics training. I have always told you that doesn't apply because special District Board members have been exempt from having to take the ethics training, however there is a new law in place now that requires special District governing Board members to have four hours of ethics training a year. It goes into effect January $1^{\text {st }}$. It would be after January $1^{\text {st }}$ that you would be required to do that. We will work with the Board to try to come up with the most painless way of doing this.

Mr. Siron: Is it online?
Mr. Flint: Likely you can do it online. We will get the information out to you. When you fill out the Form 1 that is July $1^{\text {st }}$ this year, it still does not apply and you would still write N/A. The other thing he mentioned for violations of ethics issues, he said the penalty increases from $\$ 10,000$ to $\$ 20,000$.

## B. District Engineer

Mr. Flint: Anything Amanda?

Ms. Udstad: About the Special Warranty Deed, apparently the Engineer says the Warranty Deed Looks fine.

Mr. Flint: I will get it signed today and get it to the attorney to record.
C. District Manager

## i. Form 1: Statement of Financial Interests Filing Deadline Reminder - Due July $1{ }^{\text {st }}$

Mr. Flint: This should have been mailed by the Supervisor or Elections around the beginning of the month. It is due July $1^{\text {st }}$. There is a grace period but do your best to try to get it filed. If you are a new Board member, you may not be in the system yet. You need to file it in a way that you have proof. You can email a PDF and they will send you back a confirming email. If mailing it, I would suggest certified. The post office tends to lose things sometimes and we have had Board members get fined because the Supervisor of Elections said they never received it. After the grace period is over, you can be fined $\$ 25$ a day for a maximum of $\$ 1,500$ for not filing it.

## D. Field Manager

Mr. Flint: Alan, the Field Manager's Report.
Mr. Scheerer: Included in the agenda packet is the Field Manager's Report for June $5^{\text {th }}$. The architectural fountain is in good shape. Irrigation inspection and repairs are ongoing and those get approved by me as they identify those areas. We have had a couple of good-sized main line breaks that we have had to deal with as well as your neighbors at the other ChampionsGate CDD's. All of the fountains are working. We did limb up all of the oak trees around the traffic circle so it makes getting around there a lot easier and a better line of site. We do have another dead palm tree as you are coming around the circle and headed toward Bella Citta and 27. There is a Washi there that is dead so we are already pricing replacement just like we did with the other palm trees on Palmetto Dunes. We just continue to meet with Down 2 Earth each week and go over all of their responsibilities. The detail crews are trimming the trees and doing a bunch of hedge work. They are still working on St. Augustine. We had some drought stress for a while but the irrigation and mother nature has helped us to get that recovered. We are working on the entrances especially the 27 entrance and West Side Blvd. with some of the old juniper. There is some old Loropetalum and I have approved a replacement plan for this one out here so we will be pulling some of that Juniper out and replacing it with some fresh landscaping and will do the same thing over at the 27 entrance.

Mr. Manjourides: The tree on Bella Citta that was cut out, is there any replacement going in there?

Mr. Scheerer: We cannot replace it with the same tree which is the problem and that was a pretty expensive tree that went down so we are just weighing our options of whether or not we want to put another palm or put a blueberry or some other kind of tree in there. I am trying to stay away from any of the palm trees anymore as best we can. The fusarium seems to be catching up.

Mr. Manjourides: What about a Mule Palm? We just put them on $16^{\text {th }}$.
Mr. Scheerer: I will ask.
Mr. Siron: The entrance to where I am has weeds growing all over.
Mr. Scheerer: Not anymore.
Mr. Siron: The tree branches hit my head when walking.
Mr. Scheerer: It depends on where the trees are. The HOA should be lifting those. We typically like to keep the sidewalks around 8 ft ., street trees at 14 to maintain the OT clearance. If Nina was here, she is part of the Master Association that is country club.

Mr. Flint: Is United Land still on?
Mr. Scheerer: No, they are gone.
Mr. Scheerer: We have replaced those like three times. If I hold out long enough, that will be the HOA's problem. The fountain is on schedule to be painted later this year. I have already met with the contractor on that and we have pricing not only to do the architectural fountain but all three of the main archways coming in as well.

Mr. Manjourides: How about the wall on $13^{\text {th }}$ ?
Mr. Scheerer: That has been pressure washed.
Mr. Manjourides: Pressure wash knocks the pain off.
Mr. Scheerer: He does a soft wash on it. I am sure it is probably due for a painting.

## SIXTH ORDER OF BUSINESS

## Supervisor's Requests

Mr. Flint: Supervisor's requests. I have received a letter from Bob indicating that he resigns effective at the end of the meeting today. He can actually do it before the end of the meeting if you have someone that you want to appoint to replace him or we can have it effective after the meeting is adjourned and then we can put it on the next agenda. This is a process you all have been through before. The process is the remaining Board members appoint the replacement through the end of his term.

Mr. DiCocco: George, which form do I need to fill out?
Mr. Flint: The Form 1F, Stacie will email it to you. It looks a lot like Form 1. You have to file that within 60 days of resigning. You still have to do the Form 1. Is there a motion to accept Bob's resignation?

On MOTION by Mr. Siron, seconded by Mr. Manjourides, with all in favor, Robert DiCocco's Resignation, was accepted.

## SEVENTH ORDER OF BUSINESS

## Adjournment

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

## Section B

# Stoneybrook South Community Development District 

Summary of Checks

May 30, 2023 to July 31, 2023

| Bank | Date | Check \# |  | Amount |
| :---: | :---: | :---: | :---: | :---: |
| General Fund | 5/30/23 | 786 | \$ | 240.00 |
|  | 6/14/23 | 787-791 | \$ | 54,987.34 |
|  | 6/21/23 | 792-793 | \$ | 54,792.90 |
|  | 6/27/23 | 794 | \$ | 163.00 |
|  | 7/12/23 | 795-797 | \$ | 30,733.39 |
|  | 7/19/23 | 798-800 | \$ | 7,026.00 |
|  | 7/26/23 | 801-802 | \$ | 1,678.00 |
|  |  |  | \$ | 149,620.63 |
| Payroll Fund | June 2023 |  |  |  |
|  | Basan Nembirkow | 50084 | \$ | 184.70 |
|  | Chris Manjourides | 50085 | \$ | 184.70 |
|  | Robert DiCocco | 50086 | \$ | 184.70 |
|  | Ronald Phillips | 50087 | \$ | 738.80 |
|  | Terry Siron | 50088 | \$ | 109.70 |
|  |  |  | \$ | 1,402.60 |
|  |  |  | \$ | 151,023.23 |

*Includes reimbursment for 10/3, 12/5 \& 2/6 meetings.




AMOUNT

$7 / 26 / 2300011 \quad 7 / 25 / 2323402 \quad 202306310-51300-31500$ * INTERLOC AGR/MTG/PLAT/BGT

TOTAL FOR BANK A
TOTAL FOR REGISTER
149, 620.63
149, 620.63

## Section C



# Stoneybrook South <br> Community Development District 

Unaudited Financial Reporting

June 30, 2023


## Table of Contents

1
Balance Sheet

2 General Fund Income Statement

3 $\qquad$ Capital Reserve Fund Income Statement

4

5

## Stoneybrook South COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET June 30, 2023

| General | Capital Reserve | Debt Service |
| :---: | :---: | :---: |
| Fund | Fund | Fund |$\quad$| Totals |
| :---: | :---: |
| 2023 |


| ASSETS: |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| CASH |  |  |  |  |
| OPERATING ACCOUNT - TRUIST | \$94,556 | \$351,186 | --- | \$445,742 |
| OPERATING ACCOUNT - SOUTHSTATE | \$229,811 |  |  |  |
| STATE BOARD OF ADMINISTRATION | \$239,568 | \$943,804 | --- | \$1,183,372 |
| INVESTMENTS |  |  |  |  |
| SERIES 2013 |  |  |  |  |
| RESERVE | --- | --- | --- | \$0 |
| REVENUE | --- | --- | --- | \$0 |
| PREPAYMENT | --- | --- | --- | \$0 |
| SERIES 2014 |  |  |  |  |
| RESERVE | --- | --- | \$607,230 | \$607,230 |
| ReVENUE | --- | --- | \$1,168,341 | \$1,168,341 |
| SERIES 2023 |  |  |  |  |
| REVENUE | --- | --- | \$106,664 | \$106,664 |
| INTEREST | --- | --- | \$104,095 | \$104,095 |
| COST OF ISSUANCE | --- | --- | \$221 | \$221 |
| TOTAL ASSETS | \$563,934 | \$1,294,990 | \$1,986,552 | \$3,845,476 |
| LIABILITIES: |  |  |  |  |
| ACCOUNTS PAYABLE | \$2,378 | --- | --- | \$2,378 |
| FUND EQUITY: |  |  |  |  |
| FUND BALANCES: |  |  |  |  |
| ASSIGNED | --- | \$1,294,990 | --- | \$1,294,990 |
| RESTRICTED FOR DEBT SERVICE 2013 | --- |  | \$0 | \$0 |
| RESTRICTED FOR DEBT SERVICE 2014 | --- | --- | \$1,775,572 | \$1,775,572 |
| RESTRICTED FOR DEBT SERVICE 2023 | --- | --- | \$210,980 | \$210,980 |
| UNASSIGNED | \$561,556 | --- | --- | \$561,556 |
| TOTAL LIABILITIES \& FUND EQUITY | \$563,934 | \$1,294,990 | \$1,986,552 | \$3,845,476 |

## Stoneybrook South

## COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND
Statement of Revenues \& Expenditures
For The Period Ending June 30, 2023

| ADOPTED BUDGET | PRORATED BUDGET | ACTUAL |  |
| :---: | :---: | :---: | :---: |
|  | THRU 6/30/23 | THRU 6/30/23 | VARIANCE |
| \$845,101 | \$845,101 | \$851,848 | \$6,747 |
| \$750 | \$563 | \$9,653 | \$9,090 |
| \$845,851 | \$845,664 | \$861,501 | \$15,837 |

EXPENDITURES:
ADMINISTRATIVE:

| SUPERVISORFEES | \$8,000 | \$6,000 | \$4,800 | \$1,200 |
| :---: | :---: | :---: | :---: | :---: |
| FICA EXPENSE | \$612 | \$459 | \$367 | \$92 |
| ENGINEERING | \$15,000 | \$11,250 | \$1,503 | \$9,748 |
| ATTORNEY | \$15,000 | \$11,250 | \$3,723 | \$7,527 |
| ARBITRAGE | \$1,100 | \$0 | \$0 | \$0 |
| DISSEMINATION | \$5,000 | \$3,750 | \$3,750 | (\$0) |
| ANNUAL AUDIT | \$3,650 | \$3,650 | \$3,650 | \$0 |
| TRUSTEE FEES | \$8,300 | \$6,223 | \$6,223 | \$0 |
| ASSESSMENT ADMINISTRATION | \$5,000 | \$5,000 | \$5,000 | \$0 |
| MANAGEMENT FEES | \$35,149 | \$26,362 | \$26,362 | \$0 |
| INFORMATIONTECHNOLOGY | \$1,300 | \$975 | \$975 | \$0 |
| WEBSITE ADMINISTRATION | \$800 | \$600 | \$600 | (\$0) |
| TELEPHONE | \$50 | \$37 | \$0 | \$37 |
| INSURANCE | \$6,350 | \$6,350 | \$6,196 | \$154 |
| POSTAGE | \$500 | \$375 | \$167 | \$208 |
| PRINTING \& BINDING | \$400 | \$300 | \$82 | \$218 |
| LEGAL ADVERTISING | \$2,500 | \$1,875 | \$287 | \$1,588 |
| CONTINGENCY | \$300 | \$225 | \$669 | (\$445) |
| OFFICE SUPPLIES | \$100 | \$75 | \$2 | \$73 |
| PROPERTY APPRAISER | \$625 | \$469 | \$680 | (\$211) |
| PROPERTY TAXES | \$5 | \$4 | \$37 | (\$33) |
| DUES, LICENSES \& SUBSCRIPTIONS | \$175 | \$175 | \$175 | \$0 |
| FIELD: |  |  |  |  |
| FIELD SERVICES | \$16,223 | \$12,167 | \$12,167 | (\$0) |
| ELECTRIC | \$55,000 | \$41,250 | \$48,038 | $(\$ 6,788)$ |
| STREETLIGHTS | \$200,000 | \$150,000 | \$148,297 | \$1,703 |
| RECLAIMED WATER | \$180,000 | \$135,000 | \$159,331 | $(\$ 24,331)$ |
| PROPERTY INSURANCE | \$12,550 | \$12,550 | \$12,545 | \$5 |
| ENTRY \& WALLS MAINTENANCE | \$15,000 | \$11,250 | \$7,742 | \$3,508 |
| LANDSCAPE MAINTENANCE | \$268,254 | \$201,191 | \$217,158 | $(\$ 15,968)$ |
| LANDSCAPE REPLACEMENT - PLANTS, SHRUBS, TREES | \$40,000 | \$30,000 | \$6,194 | \$23,806 |
| TREE TRIMMING | \$5,000 | \$5,000 | \$6,240 | $(\$ 1,240)$ |
| IRRIGATION REPAIRS | \$15,000 | \$11,250 | \$20,906 | $(\$ 9,656)$ |
| AQUATIC MAINTENANCE | \$3,000 | \$2,250 | \$1,141 | \$1,109 |
| FOUNTAIN REPAIR \& MAINTENANCE | \$7,500 | \$5,625 | \$2,160 | \$3,465 |
| WETLAND MONITORING \& MAINTENANCE | \$0 | \$0 | \$0 | \$0 |
| MISCELLANEOUS - STORMWATER CONTROL | \$5,000 | \$3,750 | \$0 | \$3,750 |
| PRESSURE WASHING | \$5,000 | \$3,750 | \$700 | \$3,050 |
| SIDEWALK REPAIR \& MAINTENANCE | \$10,000 | \$7,500 | \$0 | \$7,500 |
| ROADWAY REPAIR \& MAINTENANCE - STORM GUTTERS | \$5,000 | \$3,750 | \$0 | \$3,750 |
| CONTINGENCY | \$10,000 | \$7,500 | \$0 | \$7,500 |
| TRANSFER OUT - CAPITAL RESERVE | \$93,981 | \$93,981 | \$93,981 | \$0 |
| TOTALEXPENDITURES | \$1,056,423 | \$823,166 | \$801,847 | \$21,320 |
| EXCESS REVENUES (EXPENDITURES) | (\$210,572) |  | \$59,654 |  |
| FUND BALANCE-BEGINNING | \$210,572 |  | \$501,902 |  |
| FUND BALANCE - ENDING | \$0 |  | \$561,556 |  |

## Stoneybrook South

## COMMUNITY DEVELOPMENT DISTRICT

CAPITAL RESERVE FUND
Statement of Revenues \& Expenditures
For The Period Ending June 30, 2023

|  | ADOPTED BUDGET | PRORATED BUDGET <br> THRU 6/30/23 | ACTUAL THRU 6/30/23 | VARIANCE |
| :---: | :---: | :---: | :---: | :---: |
| REVENUES: |  |  |  |  |
| TRANSFERIN | \$93,981 | \$93,981 | \$93,981 | \$0 |
| INTEREST | \$3,000 | \$2,250 | \$37,959 | \$35,709 |
| TOTAL REVENUES | \$96,981 | \$96,231 | \$131,940 | \$35,709 |

EXPENDITURES:

| BANK FEES | \$0 | \$0 | \$15 | (\$15) |
| :---: | :---: | :---: | :---: | :---: |
| CAPITAL OUTLAY | \$25,000 | \$18,750 | \$0 | \$18,750 |
| TOTAL EXPENDITURES | \$25,000 | \$18,750 | \$15 | \$18,735 |
| EXCESS REVENUES (EXPENDITURES) | \$71,981 |  | \$131,925 |  |
| FUND BALANCE - BEGINNING | \$1,157,696 |  | \$1,163,065 |  |
| FUND BALANCE - ENDING | \$1,229,677 |  | \$1,294,990 |  |

## Stoneybrook South

## COMMUNITY DEVELOPMENT DISTRICT

SERIES 2013

## DEBT SERVICE FUND

Statement of Revenues \& Expenditures
For The Period Ending June 30, 2023

| REVENUES: | ADOPTED BUDGET | PRORATED BUDGET <br> THRU 6/30/23 | ACTUAL THRU $6 / 30 / 23$ | VARIANCE |
| :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |
| ASSESSMENTS - TAX ROLL | \$746,885 | \$746,885 | \$752,848 | \$5,963 |
| INTEREST | \$1,000 | \$750 | \$19,677 | \$18,927 |
| total revenues | \$747,885 | \$747,635 | \$772,525 | \$24,890 |
| EXPENDITURES: |  |  |  |  |
| INTEREST-11/1 | \$239,988 | \$239,988 | \$239,988 | \$0 |
| PRINCIPAL-05/1 | \$255,000 | \$0 | \$0 | \$0 |
| INTEREST-05/1 | \$239,988 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$734,975 | \$239,988 | \$239,988 | \$0 |

OTHER SOURCES/(USES):

| TRANSFERIN | \$0 | \$0 | (\$1,733,729) | (\$1,733,729) |
| :---: | :---: | :---: | :---: | :---: |
| TOTAL SOURCES/(USES) | \$0 | \$0 | (\$1,733,729) | (\$1,733,729) |
| EXCESS REVENUES (EXPENDITURES) | \$12,910 |  | (\$1,201,192) |  |
| FUND BALANCE - BEGINNING | \$456,535 |  | \$1,201,192 |  |
| FUND BALANCE - ENDING | \$469,445 |  | \$0 |  |

## Stoneybrook South

## COMMUNITY DEVELOPMENT DISTRICT

SERIES 2014

## DEBT SERVICE FUND

Statement of Revenues \& Expenditures
For The Period Ending June 30, 2023

|  | ADOPTED BUDGET | PRORATED BUDGET <br> THRU 6/30/23 | ACTUAL THRU $6 / 30 / 23$ | VARIANCE |
| :---: | :---: | :---: | :---: | :---: |
| REVENUES: |  |  |  |  |
| ASSESSMENTS - TAX ROLL | \$1,040,511 | \$1,040,511 | \$1,048,818 | \$8,307 |
| INTEREST | \$1,500 | \$1,125 | \$51,415 | \$50,290 |
| TOTAL REVENUES | \$1,042,011 | \$1,041,636 | \$1,100,233 | \$58,597 |
| EXPENDITURES: |  |  |  |  |
| INTEREST-11/1 | \$344,619 | \$344,619 | \$344,619 | \$0 |
| PRINCIPAL-11/1 | \$310,000 | \$310,000 | \$310,000 | \$0 |
| INTEREST-05/1 | \$337,256 | \$337,256 | \$337,256 | \$0 |
| TOTAL EXPENDITURES | \$991,875 | \$991,875 | \$991,875 | \$0 |
| EXCESS REVENUES (EXPENDITURES) | \$50,136 |  | \$108,358 |  |
| FUND BALANCE - BEGINNING | \$1,053,185 |  | \$1,667,214 |  |
| FUND BALANCE - ENDING | \$1,103,321 |  | \$1,775,572 |  |

## Stoneybrook South

## COMMUNITY DEVELOPMENT DISTRICT

SERIES 2023
DEBT SERVICE FUND
Statement of Revenues \& Expenditures
For The Period Ending June 30, 2023


## EXPENDITURES:

INTEREST - 11/1
PRINCIPAL- $5 / 1$
INTEREST - 05/1

TOTAL EXPENDITURES

| $\$ 0$ | $\$ 0$ | $\$ 0$ | $\$ 0$ |
| ---: | ---: | ---: | ---: |
| $\$ 0$ | $\$ 0$ | $\$ 0$ | $\$ 0$ |
| $\$ 0$ | $\$ 0$ | $\$ 72,972$ | $(\$ 72,972)$ |
| $\$ 0$ | $\$ 0$ | $\$ 72,972$ | $(\$ 72,972)$ |

OTHER SOURCES/(USES):

| OTHER DEBT SERVICE COSTS | \$0 | \$0 | (\$220,775) | $(\$ 220,775)$ |
| :---: | :---: | :---: | :---: | :---: |
| TRANSFERIN/(OUT) | \$0 | \$0 | (\$5,891,939) | (\$5,891,939) |
| TOTALSOURCES/(USES) | \$0 | \$0 | $(\$ 6,112,714)$ | $(\$ 6,112,714)$ |
| EXCESS REVENUES (EXPENDITURES) | \$0 |  | \$210,980 |  |
| FUND BALANCE - BEGINNING | \$0 |  | \$0 |  |
| FUND BALANCE - ENDING | \$0 |  | \$210,980 |  |

Stoneybrook South
Community Development District

| REVENUES: | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ASSESSMENTS - TAX ROLL | \$0 | \$109,805 | \$605,869 | \$24,568 | \$25,043 | \$11,204 | \$24,734 | \$13,433 | \$37,191 | \$0 | \$0 | \$0 | \$851,848 |
| interest | \$615 | \$746 | \$845 | \$898 | \$1,721 | \$1,745 | \$984 | \$1,055 | \$1,045 | \$0 | \$0 | \$0 | \$9,653 |
| total revenues | \$615 | \$110,551 | \$606,714 | \$25,466 | \$26,764 | \$12,950 | \$25,718 | \$14,488 | \$38,236 | \$0 | \$0 | 50 | \$861,501 |
| EXPENDITURES: |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ADMINISTRATIVE: |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SUPERVISOR FEES | \$800 | \$0 | \$800 | \$0 | \$1,400 | \$0 | \$200 | \$0 | \$1,600 | \$0 | \$0 | \$0 | \$4,800 |
| FICA EXPENSE | \$61 | \$0 | \$61 | \$0 | \$107 | \$0 | \$15 | \$0 | \$122 | \$0 | \$0 | \$0 | \$367 |
| engineering fees | \$120 | \$0 | \$240 | \$0 | \$240 | \$283 | \$620 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,503 |
| attorney | \$173 | \$0 | \$228 | \$0 | \$736 | \$0 | \$463 | \$686 | \$1,438 | \$0 | \$0 | \$0 | \$3,723 |
| arbitrage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| dissemination | \$417 | \$417 | \$417 | \$417 | \$417 | \$417 | \$417 | \$417 | \$417 | \$0 | \$0 | \$0 | \$3,750 |
| annual audit | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,650 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,650 |
| 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 | \$2,929 | \$2,929 | \$2,929 | \$2,929 | \$2,929 | \$2,929 | \$2,929 | \$2,929 | \$0 | \$0 | \$0 | \$26,362 |
| information technology | \$108 | \$108 | \$108 | \$108 | \$108 | \$108 | \$108 | \$108 | \$108 | \$0 | \$0 | \$0 | \$975 |
| website maintenance | \$67 | \$67 | \$67 | \$67 | \$67 | \$67 | \$67 | \$67 | \$67 | \$0 | \$0 | \$0 | \$600 |
| telephone | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| insurance | \$6,196 | \$0 | \$0 | \$0 | \$0 | \$0 | so | so | so | \$0 | \$0 | \$0 | \$6,196 |
| postage | \$7 | \$6 | \$3 | \$5 | \$8 | \$16 | \$97 | \$11 | \$13 | \$0 | \$0 | \$0 | \$167 |
| PRINTING \& BINDING | \$0 | \$6 | \$0 | \$13 | \$0 | \$49 | \$5 | \$9 | \$0 | \$0 | \$0 | \$0 | \$82 |
| legal advertising | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$287 | \$0 | \$0 | \$0 | \$0 | \$0 | \$287 |
| contingency | \$39 | \$39 | \$39 | \$39 | \$39 | \$39 | \$163 | \$121 | \$151 | \$0 | \$0 | \$0 | \$669 |
| OFFICE SUPPLIES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2 |
| PROPERTY APPRAISER | \$0 | \$0 | \$0 | \$0 | \$0 | \$680 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$680 |
| Property taxes | \$35 | \$2 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$37 |
| dues, LICENSES \& SUBSCRIPTIONS | \$175 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$175 |
| FIELD: |  |  |  |  |  |  |  |  |  |  |  |  |  |
| field services | \$1,352 | \$1,352 | \$1,352 | \$1,352 | \$1,352 | \$1,352 | \$1,352 | \$1,352 | \$1,352 | \$0 | \$0 | \$0 | \$12,167 |
| Electric | \$4,715 | \$4,515 | \$4,705 | \$5,575 | \$5,260 | \$5,307 | \$5,737 | \$6,236 | \$5,989 | \$0 | \$0 | \$0 | \$48,038 |
| STREETLIGHTS | \$14,702 | \$17,030 | \$16,339 | \$15,705 | \$18,249 | \$16,197 | \$16,866 | \$16,217 | \$16,992 | \$0 | \$0 | \$0 | \$148,297 |
| reclaimed water | \$17,856 | \$13,810 | \$16,579 | \$10,813 | \$10,460 | \$13,285 | \$18,364 | \$37,715 | \$20,449 | \$0 | \$0 | \$0 | \$159,331 |
| Property insurance | \$12,545 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$12,545 |
| entry \& Walls maintenance | \$1,065 | \$0 | \$687 | \$965 | \$285 | \$4,740 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,742 |
| landscape maintenance | \$21,290 | \$21,290 | \$21,290 | \$25,548 | \$25,548 | \$25,548 | \$25,548 | \$25,548 | \$25,548 | \$0 | \$0 | \$0 | \$217,158 |
| LANDSCAPE REPLACEMENT | \$0 | \$0 | \$0 | \$0 | \$1,570 | \$1,350 | \$3,274 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,194 |
| tree trimming | \$0 | \$0 | \$0 | \$0 | \$920 | \$0 | \$5,320 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,240 |
| irrigation repairs | \$6,656 | \$6,401 | \$0 | \$4,277 | \$3,573 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$20,906 |
| aquatic maintenance | \$163 | \$163 | \$163 | \$163 | \$163 | \$0 | \$0 | \$163 | \$163 | \$0 | \$0 | \$0 | \$1,141 |
| fountain repair \& maintenance | \$240 | \$240 | \$240 | \$240 | \$240 | \$240 | \$240 | \$240 | \$240 | \$0 | \$0 | \$0 | \$2,160 |
| WEtLAND Monitoring \& maintenance | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| miscelianeous - stormwater control | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Pressure washing | \$0 | \$0 | \$0 | \$0 | \$0 | \$700 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$700 |
| 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 | \$93,981 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$93,981 |
| total expenditures | \$102,933 | \$68,374 | \$66,247 | \$68,216 | \$167,651 | \$73,307 | \$85,723 | \$91,817 | \$77,578 | \$0 | \$0 | \$0 | \$801,847 |
| ExCESS Revenues/(Expenditures) | (\$102,318) | \$42,176 | \$540,467 | (\$42,750) | (\$140,887) | (\$60,357) | ( 560,005 ) | (\$77,330) | ( $\$ 39,342)$ | \$0 | \$0 | \$0 | \$59,654 |

## STONEYBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT



## Section V

## SECTION A

## RESOLUTION 2023-07

## A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June $15^{\text {th }}$, to the Board of Supervisors ("Board") of the Stoneybrook South Community Development District ("District") a proposed budget for the next ensuing budget year ("Proposed Budget"), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

## Section 1. Budget

a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.
b. That the Proposed Budget as amended by the Board attached hereto as Exhibit A, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2022-2023 and/or revised projections for fiscal year 2023-2024.
c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the

Stoneybrook South Community Development District for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024."
d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of \$ , which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:
Total General Fund
Total Capital Reserve Fund
Total Debt Service Fund - Series 2013
Total Debt Service Fund - Series 2014
Total Debt Service Fund - Series 2023

## Total All Funds*

*Not inclusive of any collection costs or early payment discounts.
Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:
a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed $\$ 10,000$ or $10 \%$ of the original appropriation.
c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must
ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 7, 2023.

Attested By:

Print Name:
Secretary/Assistant Secretary

Stoneybrook South
Community Development District

Print Name:
Chair/Vice Chair of the Board of Supervisors

## Exhibit A: FY 2023-2024 Adopted Budget



## Stoneybrook South

## Community Development District

## Proposed Budget

FY 2024

## Table of Contents

Fiscal Year 2024
General Fund
Description

| Adopted | Actual | Projected | Total | Proposed |
| :---: | :---: | :---: | :---: | :---: |
| Budget | Thru | Next 3 | Thru | Budget |
| FY2023 | $6 / 30 / 23$ | Months | $9 / 30 / 23$ | FY2024 |

## Revenues

| Special Assessments - Tax Roll | \$845,101 | \$851,848 | \$0 | \$851,848 | \$845,101 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Interest | \$750 | \$9,653 | \$2,347 | \$12,000 | \$5,500 |
| Carry Forward Surplus | \$210,572 | \$0 | \$0 | \$0 | \$0 |
| Total Revenues | \$1,056,423 | \$861,501 | \$2,347 | \$863,848 | \$850,601 |

## Expenditures

| Administrative |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Supervisors Fees | \$8,000 | \$4,800 | \$1,000 | \$5,800 | \$8,000 |
| FICA Expense | \$612 | \$367 | \$77 | \$444 | \$612 |
| Engineering | \$15,000 | \$1,503 | \$1,000 | \$2,503 | \$10,000 |
| Attorney | \$15,000 | \$3,723 | \$3,777 | \$7,500 | \$15,000 |
| Arbitrage | \$1,100 | \$0 | \$1,100 | \$1,100 | \$1,100 |
| Dissemination | \$5,000 | \$3,750 | \$1,250 | \$5,000 | \$6,000 |
| Annual Audit | \$3,650 | \$3,650 | \$0 | \$3,650 | \$4,650 |
| Trustee Fees | \$8,300 | \$6,223 | \$2,074 | \$8,297 | \$8,500 |
| Assessment Administration | \$5,000 | \$5,000 | \$0 | \$5,000 | \$6,000 |
| Management Fees | \$35,149 | \$26,362 | \$8,787 | \$35,149 | \$40,000 |
| Information Technology | \$1,300 | \$975 | \$325 | \$1,300 | \$1,800 |
| Website Maintenance | \$800 | \$600 | \$200 | \$800 | \$1,200 |
| Telephone | \$50 | \$0 | \$25 | \$25 | \$50 |
| Postage | \$500 | \$167 | \$83 | \$250 | \$500 |
| Printing \& Binding | \$400 | \$82 | \$48 | \$130 | \$400 |
| Insurance | \$6,350 | \$6,196 | \$0 | \$6,196 | \$6,825 |
| Legal Advertising | \$2,500 | \$287 | \$2,213 | \$2,500 | \$2,500 |
| Other Current Charges | \$300 | \$669 | \$331 | \$1,000 | \$1,000 |
| Office Supplies | \$100 | \$2 | \$1 | \$3 | \$100 |
| Property Taxes | \$5 | \$37 | \$0 | \$37 | \$50 |
| Property Appraiser | \$625 | \$680 | \$0 | \$680 | \$700 |
| Dues, Licenses \& Subscriptions | \$175 | \$175 | \$0 | \$175 | \$175 |
| Administrative Expenses | \$109,916 | \$65,247 | \$22,291 | \$87,538 | \$115,162 |
| Operation \& Maintenance |  |  |  |  |  |
| Field Services | \$16,223 | \$12,167 | \$4,056 | \$16,223 | \$15,663 |
| Electric | \$55,000 | \$48,038 | \$18,000 | \$66,038 | \$57,816 ${ }^{2}$ |
| Streetlights | \$200,000 | \$148,297 | \$51,000 | \$199,297 | \$150,884 ${ }^{3}$ |
| Reclaimed Water | \$180,000 | \$159,331 | \$64,544 | \$223,875 | \$128,070 ${ }^{4}$ |
| Property Insurance | \$12,550 | \$12,545 | \$0 | \$12,545 | \$13,412 ${ }^{5}$ |
| Entry \& Walls Maintenance | \$15,000 | \$7,742 | \$3,258 | \$11,000 | \$6,998 |
| Landscape Maintenance | \$268,254 | \$217,158 | \$76,644 | \$293,802 | \$239,861 |
| Landscape Contingency | \$40,000 | \$6,194 | \$5,226 | \$11,420 | \$25,661 ${ }^{8}$ |
| Tree Trimming | \$5,000 | \$6,240 | \$0 | \$6,240 | \$2,333 ${ }^{9}$ |
| Irrigation Repairs | \$15,000 | \$20,906 | \$2,000 | \$22,906 | \$20,995 |
| Aquatic Maintenance | \$3,000 | \$1,141 | \$489 | \$1,630 | \$4,773 |
| Fountain Repair \& Maintenance | \$7,500 | \$2,160 | \$720 | \$2,880 | \$3,499 |
| Miscellaneous - Stormwater Control | \$5,000 | \$0 | \$1,250 | \$1,250 | \$2,333 |
| Mitigation Monitoring \& Maintenance | \$0 | \$0 | \$0 | \$0 | \$6,575 |
| Pressuring Washing | \$5,000 | \$700 | \$1,800 | \$2,500 | \$2,333 |
| Repairs \& Maintenance | \$0 | \$0 | \$0 | \$0 | \$4,666 |
| Sidewalk Repair \& Maintenance | \$10,000 | \$0 | \$2,500 | \$2,500 | \$2,333 |
| Roadway Repair \& Maintenance - Storm Gutters | \$5,000 | \$0 | \$1,250 | \$1,250 | \$2,333 |
| Contingency | \$10,000 | \$0 | \$2,500 | \$2,500 | \$6,998 |
| Transfer Out - Capital Reserve | \$93,981 | \$93,981 | \$0 | \$93,981 | \$37,903 |
| Operation \& Maintenance Expenses | \$946,508 | \$736,600 | \$235,237 | \$971,837 | \$735,439 |
| Total Expenditures | \$1,056,423 | \$801,847 | \$257,528 | \$1,059,374 | \$850,601 |
| Excess Revenues/(Expenditures) | (\$0) | \$59,654 | (\$255,181) | (\$195,526) | \$0 |


| Net Assessment | $\$ 845,101$ |
| :--- | ---: |
| Collection Cost (6\%) | $\$ 53,943$ |
| Gross Assessment | $\$ 899,043$ |

# Stoneybrook South 

Community Development District
Fiscal Year 2024
Assessment Chart

Fiscal Year 2024

| Property Type | Platted Units | Gross Per Unit | Gross Total |
| :--- | :---: | :---: | ---: |
| Apartment | 304 | $\$ 11.50$ | $\$ 3,496$ |
| Condo | 168 | $\$ 342.96$ | $\$ 57,617$ |
| Townhome | 181 | $\$ 445.84$ | $\$ 80,697$ |
| Single Family 40' | 82 | $\$ 548.72$ | $\$ 44,995$ |
| SIngle Family 50' | 698 | $\$ 685.90$ | $\$ 478,758$ |
| Single Family 60' | 197 | $\$ 823.08$ | $\$ 162,147$ |
| Single Family $80^{\prime}$ | 65 | $\$ 1,097.44$ | $\$ 71,334$ |
| Total | 1695 |  | $\$ 899,043$ |

Fiscal Year 2023

| Property Type | Platted Units | Gross Per Unit | Gross Total |
| :--- | :---: | :---: | ---: |
| Apartment | 304 | $\$ 11.50$ | $\$ 3,496$ |
| Condo | 168 | $\$ 342.96$ | $\$ 57,617$ |
| Townhome | 181 | $\$ 445.84$ | $\$ 80,697$ |
| Single Family 40' | 82 | $\$ 548.72$ | $\$ 44,995$ |
| SIngle Family 50' | 698 | $\$ 685.90$ | $\$ 478,758$ |
| Single Family 60' | 197 | $\$ 823.08$ | $\$ 162,147$ |
| Single Family 80' | 65 | $\$ 1,097.44$ | $\$ 71,334$ |
| Total | 1695 |  | $\$ 899,044$ |

Proposed Increase

| Property Type | Platted Units | \% Increase | Gross Per Unit | Gross Total |
| :--- | :---: | :---: | :---: | ---: |
| Apartment | 304 | $0 \%$ | $\$ 0.00$ | $\$ 0$ |
| Condo | 168 | $0 \%$ | $\$ 0.00$ | $\$ 0$ |
| Townhome | 181 | $0 \%$ | $\$ 0.00$ | $\$ 0$ |
| Single Family 40' | 82 | $0 \%$ | $\$ 0.00$ | $\$ 0$ |
| SIngle Family 50' | 698 | $0 \%$ | $\$ 0.00$ | $\$ 0$ |
| Single Family 60' | 197 | $0 \%$ | $\$ 0.00$ | $\$ 0$ |
| Single Family 80' | 65 | $0 \%$ | $\$ 0.00$ | $\$ 0$ |
| Total | 1695 |  |  | $-\$ 1$ |

Shared Costs

| Operations \& Maintenance Descriptions | Total Proposed 2024 Budget | $\begin{gathered} \text { SS CDD } \\ 47 \% \end{gathered}$ | $\begin{gathered} \text { SSC CDD } \\ 53 \% \end{gathered}$ |
| :---: | :---: | :---: | :---: |
| Field Services | \$33,572 | \$15,663 | \$17,909 |
| Electric | \$123,920 | \$57,816 | \$66,104 |
| Streetlights | \$323,400 | \$150,884 | \$172,516 |
| Reclaimed Water | \$274,500 | \$128,070 | \$146,430 |
| Property Insurance | \$28,747 | \$13,412 | \$15,335 |
| Entry \& Walls Maintenance | \$15,000 | \$6,998 | \$8,002 |
| Landscape Maintenance | \$514,110 | \$239,861 | \$274,249 |
| Landscape Contingency | \$55,000 | \$25,661 | \$29,339 |
| Tree Trimming | \$5,000 | \$2,333 | \$2,667 |
| Irrigation Repairs | \$45,000 | \$20,995 | \$24,005 |
| Aquatic Maintenance | \$10,230 | \$4,773 | \$5,457 |
| Fountain Repair \& Maintenance | \$7,500 | \$3,499 | \$4,001 |
| Miscellaneous - Stormwater Control | \$5,000 | \$2,333 | \$2,667 |
| Mitigation Monitoring \& Maintenance | \$14,093 | \$6,575 | \$7,518 |
| Pressure Washing | \$5,000 | \$2,333 | \$2,667 |
| Repairs \& Maintenance | \$10,000 | \$4,666 | \$5,334 |
| Sidewalk Repair \& Maintenance | \$5,000 | \$2,333 | \$2,667 |
| Roadway Repair \& Maintenance - Storm Gutters | \$5,000 | \$2,333 | \$2,667 |
| Contingency | \$15,000 | \$6,998 | \$8,002 |
| Total | \$1,495,072 | \$697,536 | \$797,536 |

# Stoneybrook South Community Development District <br> GENERAL FUND BUDGET 

## REVENUES:

## Special Assessments - Tax Collector

The District will levy a non-ad valorem special assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year. These assessments are billed on the tax bills.

## Interest

The District will invest surplus funds with State Board of Administration.

## EXPENDITURES:

## Administrative:

## Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated $\$ 200$ per meeting, not to exceed $\$ 4,800$ per year to each Supervisor for the time devoted to District business and meetings. Amount is based on attendance of 5 Supervisors at 8 monthly Board meetings.

## Engineering

The District's engineer, Hamilton Engineering \& Surveying, Inc., will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

## Attorney

The District's legal counsel, Straley, Robin \& Vericker, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

## Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2014 Special Assessment Bonds Assessment Area Two-A Project Series 2023 Special Assessment Refunding Bonds and the Series 2023 Special Assessment Refunding Bonds. The District has contracted with LLS Tax Solutions, Inc. for this service.

# Stoneybrook South Community Development District <br> GENERAL FUND BUDGET 

## Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c212(b)(5) which relates to additional reporting requirements for unrated bond issues. The District has contracted with Governmental Management Services-Central Florida, LLC for this service on the Series 2014 Special Assessment Bonds Assessment Area Two-A Project and the Series 2023 Special Assessment Refunding Bonds.

## Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District has contracted with Berger, Toombs, Elam, Gaines \& Frank for this service.

## Trustee Fees

The District will pay annual trustee fees for the Series 2014 Special Assessment Bonds Assessment Area Two-A Project and the Series 2023 Special Assessment Refunding Bonds that are deposited with a Trustee at USBank.

## Assessment Administration

The District has contracted with Governmental Management Services-Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

## Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

## Information Technology

The District has contracted with Governmental Management Services-Central Florida, LLC for costs related to District's information systems, which include but are not limited to video conferencing service, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

## Website Maintenance

The District has contracted with Governmental Management Services-Central Florida, LLC for the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statues. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

## Telephone

Telephone and fax machine.

# Stoneybrook South Community Development District <br> GENERAL FUND BUDGET 

## Postage

The District incurs charges for mailing of agenda packages, overnight deliveries, checks for vendors and other required correspondence.

## Printing \& Binding

Printing and binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.
Insurance
The District's general liability and public officials liability insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

## Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

## Other Current Charges

Represents any miscellaneous expenses incurred during the fiscal year such as bank fees, deposit slips, stop payments, etc.

## Office Supplies

The District incurs charges for office supplies that need to be purchased during the fiscal year.

## Property Taxes

Represents estimated fees charged by Osceola County Tax Collector's Office for all assessable property within the District.

## Property Appraiser

Represents a fee charged by Osceola County Property Appraiser's office for assessment administration services.

## Dues, Licenses \& Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for $\$ 175$. This is the only expense under this category for the District.

## Field:

The District is proposing for FY24 a shared cost for a maintenance costs. $47 \%$ of the maintenance costs will be allocated to Stoneybrook South and $53 \%$ will be allocated to Stoneybrook South at ChampionsGate during Fiscal Year 2024. The maintenance costs will be considered shared costs between the two districts and will be allocated based on the number of platted equivalent assessment units (EAUs) in each district in accordance with the Interlocal Agreement between Stoneybrook South and Stoneybrook South at ChampionsGate regarding the joint maintenance.

# Stoneybrook South Community Development District <br> GENERAL FUND BUDGET 

## Field Services

The District has contracted with Governmental Management Services-Central Florida, LLC to provide onsite field management of contracts for the District such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

## Electric

Represents cost of electric services for items such as monument lighting, fountains, etc. District currently has the following accounts with Duke Energy.

| Account \# | Description | Monthly | Annual |
| :--- | :--- | :---: | ---: |
| 910087207117 | 1300 Stoneybrook Blvd S, Fountain | $\$ 950$ | $\$ 11,400$ |
| 910087174371 | 14381 Mickelson Ct., Fountain | $\$ 425$ | $\$ 5,100$ |
| 910087174876 | 100 Double Eagle Dr, Sign/Lighting | $\$ 1,250$ | $\$ 15,000$ |
| 910087207836 | 1400 Deuce Cir, Entry Monument | $\$ 35$ | $\$ 420$ |
| 910087208093 | 8900 Leaderboard Ln, Lighting | $\$ 50$ | $\$ 600$ |
| 910087208530 | 15511 Oasis Club Blvd, Gatehouse Lighting | $\$ 50$ | $\$ 600$ |
| 910087208803 | 1200 Oasis Club Blvd, Meter B | $\$ 35$ | $\$ 420$ |
| 910087209010 | 9160 Tri County Rd, Irrigation 1 | $\$ 35$ | $\$ 420$ |
| 910087209755 | 14431 Bunker Drive, Fountain | $\$ 750$ | $\$ 9,000$ |
| 910087209995 | 1500 Rolling Fairway Dr, Entry Monument | $\$ 35$ | $\$ 420$ |
| 910087210518 | 1300 Stoneybrook Blvd S, 000 Blk | $\$ 45$ | $\$ 540$ |
| 910087235004 | 1400 Stoneybrook Blvd S, Sign | $\$ 35$ | $\$ 420$ |
| 910087235327 | 15101 Mulligan Blvd, West Entry | $\$ 35$ | $\$ 420$ |
| 910087235533 | 1500 Flange Dr, Entry Monument Light | $\$ 35$ | $\$ 420$ |
| 910087236039 | 9100 Iron Drive | $\$ 35$ | $\$ 420$ |
| 910087236253 | 1200 Stoneybrook Blvd S, Pump, Fountains | $\$ 210$ | $\$ 2,520$ |
| 910087236766 | 9160 Tri County Rd, Irrigation 2 | $\$ 35$ | $\$ 420$ |
| 910087237478 | 13241 Westside Blvd. South, Fountain | $\$ 500$ | $\$ 6,000$ |
| 910087237957 | 14471 Mickelson Ct., Fountain | $\$ 500$ | $\$ 6,000$ |
| 910087238205 | 1200 Stoneybrook Blvd S, 000/Meter A | $\$ 50$ | $\$ 600$ |
| 910087271157 | 14031 Mickelson Ct, Entry Monument | $\$ 35$ | $\$ 420$ |
| 910085778408 | 1521 Olympic Club Blvd, Entrance Lights | $\$ 50$ | $\$ 600$ |
| 910085811139 | 60401 Whistling Straits Blvd, Gate | $\$ 100$ | $\$ 1,200$ |
| 910085812255 | 90191 Leopard Creek Drive, Irrigation | $\$ 35$ | $\$ 420$ |
| 910124164654 | 11891 S Westside Blvd | $\$ 500$ | $\$ 6,000$ |
| 910124153809 | 87251 Bella Citta Blvd | $\$ 675$ | $\$ 900$ |
| 910127740771 | 11351 Whistling Straits Blvd | $\$ 39,440$ |  |
| Total | Contingency - 5 Fountains | $\$ 123,920$ |  |

# Stoneybrook South Community Development District <br> GENERAL FUND BUDGET 

## Streetlights

Represents cost of streetlighting services. District currently has the following accounts with Duke Energy.

| Account \# | Description | Monthly | Annual |
| :---: | :---: | :---: | :---: |
| 910087236576 | 000 Westside Blvd Lite, Stnbrk S Trc F PH1SL | \$430 | \$5,160 |
| 910087238643 | 000 Westside Blvd Lite, SL | \$760 | \$9,120 |
| 910087173619 | 000 Oasis Club Blvd, Lite, Tract I-J1 PH2B SL | \$700 | \$8,400 |
| 910087173867 | 000 Oasis Club Blvd, Lite, Tract I-J1 PH2A SL | \$625 | \$7,500 |
| 910087174107 | 1551 Flange Dr, Stnybrk S J2-3 PH1 SL | \$950 | \$11,400 |
| 910087174636 | 000 Westside Blvd Lite, WS Blvd Ext | \$625 | \$7,500 |
| 910087207357 | 000 Stoneybrook Blvd S Lite, Tract H | \$1,600 | \$19,200 |
| 910087207604 | 000 Oasis Club Blvd Lite, Tract I-J1 PH1A SL | \$460 | \$5,520 |
| 910087208316 | 000 Westside Blvd Lite, Stnbrk S Trc F PH2SL | \$1,050 | \$12,600 |
| 910087209250 | 000 Stoneybrook Blvd S Lite Tract 01 | \$510 | \$6,120 |
| 910087209531 | 000 Oasis Club Blvd Lite, Tract I-J1 PH1B SL | \$300 | \$3,600 |
| 910087210245 | 000 Stoneybrook BLVD S Lite, Tract G123 | \$1,450 | \$17,400 |
| 910087210774 | 1300 Stoneybrook Blvd S, Lite | \$430 | \$5,160 |
| 910087235757 | 000 Stoneybrook Blvdd S Lite, Tract C | \$900 | \$10,800 |
| 910087237212 | 000 Oasis Club Blvd Lite, SL | \$1,275 | \$15,300 |
| 910087237684 | 000 Stoneybrook Blvd S Lite, Tract C1B | \$580 | \$6,960 |
| 910087238445 | 000 Stoneybrook Blvd S, Lite, Tract E1 SLs | \$410 | \$4,920 |
| 910087238908 | 0 Stoneybrook Blvd S Lite, Lights | \$1,725 | \$20,700 |
| 910087271438 | 1551 Flange Dr, Stnybrk S J2-3 PH2 SL | \$630 | \$7,560 |
| 910085778680 | 000 Tri County Rd, N Parcel Entry | \$850 | \$10,200 |
| 910085812560 | 0000 Whistling Straits Blvd Lite | \$1,475 | \$17,700 |
| 910085778185 | 000 Westside Blvd Lite, SB Tract K SL | \$565 | \$6,780 |
| 910085778911 | 0 Westside Blvd Lite, Fox Prop West Blvd SL | \$855 | \$10,260 |
| 910085811402 | 000 Bella Citta Blvd Lite | \$665 | \$7,980 |
| 910085811600 | 000 Westside Blvd Lite, SS Tract K PH3 SL | \$590 | \$7,080 |
| 910085811874 | 000 Westside Blvd Lite, SS Tract K PH2 SL | \$610 | \$7,320 |
| 910085812099 | 00000 Westside Blvd Lite Fox Prop PH2C1 0000 Westside Blvd Lite, Lite Fox Prpty Ph3A | \$1,390 | \$16,680 |
| 910149068762 | SL 0000 Westside Blvd Lite, Lite Fox Prpty Ph3B | \$1,165 | \$13,980 |
| 910149072057 | SL | \$555 | \$6,660 |
|  | Fox North/X Tract -91 Streetlights | \$2,450 | \$29,400 |
|  | Contingency |  | \$4,440 |
| Total |  |  | \$323,400 |

# Stoneybrook South Community Development District 

GENERAL FUND BUDGET

## Reclaimed Water

Represents cost of reclaimed water services. District currently has the following accounts with Toho Water Authority.

| Account \# | Description | Monthly | Annual |
| :---: | :---: | :---: | :---: |
| 2166394-1188660 | 9100 E Stoneybrook Boulevard BIk\#3 | \$3,000 | \$36,000 |
| 2166394-1188670 | 9100 E Stoneybrook South BIk\#6 | \$5,000 | \$60,000 |
| 2166394-1196480 | 9100 E Stoneybrook Boulevard Blk\#11 | \$2,600 | \$31,200 |
| 2166394-1274540 | 1500 A Oasis Club Blvd Blk Even | \$2,750 | \$33,000 |
| 2166394-1274550 | 1500 B Oasis Club Blvd Blk Even | \$50 | \$600 |
| 2166394-1279350 | 8900 Bella Cita Blvd Blk Odd | \$75 | \$900 |
| 2166394-33016799 | 1600 Even Moon Valley Drive | \$125 | \$1,500 |
| 2627512-33111069 | 1500 Olympic Club Blvd. Meter A | \$2,650 | \$31,800 |
| 2627512-33169919 | 1000 Whistling Straits Blvd Block | \$75 | \$900 |
| 2627512-33254859 | 1000 Westside Block ODD Blvd 2" RM | \$3,750 | \$45,000 |
| 2627512-33319269 | 8703 Bella Cita Blvd | \$160 | \$1,920 |
|  | Contingency |  | \$31,680 |
| Total |  |  | \$274,500 |

## Property Insurance

Represents estimated costs for the annual coverage of property insurance. Coverage will be provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

## Entry \& Walls Maintenance

Represents estimated costs to repair and maintain entry monuments and walls within the District.

# Stoneybrook South <br> Community Development District <br> GENERAL FUND BUDGET 

## Landscape Maintenance

The District will maintain the landscaping within the common areas of the District after installation of landscape material has been completed. The District has contracted with Floralawn, Inc. for this service.

| Description | Monthly | Annual |
| :--- | :--- | ---: |
| Landscape Maintenance - SS CDD | $\$ 22,352$ | $\$ 268,224$ |
| Landscape Maintenance - SSC CDD | $\$ 15,574$ | $\$ 186,888$ |
| Contingency - Future Areas |  | $\$ 58,998$ |
| Total |  | $\mathbf{\$ 5 1 4 , 1 1 0}$ |

## Landscape Contingency

Represents estimated costs for any additional landscape expenses not covered under the monthly landscape maintenance contract such as annual plant replacements, sod installation, tree replacement, etc.

## Tree Trimming

Represents estimated cost for the tree trimming service to areas within the District.

## Irrigation Repairs

Represents estimated costs for any repairs to the irrigation system.

## Aquatic Maintenance

Represents cost for maintenance to the ponds located within the District. The District has contracted with The Lake Doctors. Inc. for the inspections, treatment and prevention of noxious aquatic weeds and algae.

| Description | Monthly | Annual |
| :--- | :---: | ---: |
| Pond Maintenance | $\$ 172$ | $\$ 2,064$ |
| Pond Maintenance -7 Ponds | $\$ 425$ | $\$ 5,100$ |
| X Tract Pond | $\$ 160$ | $\$ 1,920$ |
| Contingency |  | $\$ 1,146$ |
| Total |  | $\mathbf{\$ 1 0 , 2 3 0}$ |

## Fountain Repair \& Maintenance

Represents estimated repair and maintenance cost to the fountain structures maintained by the District.

## Miscellaneous - Stormwater Control

Represents estimated costs for the stormwater analysis requirement and any unforeseen repair costs to stormwater system.

## Stoneybrook South Community Development District <br> GENERAL FUND BUDGET

## Mitigation Monitoring \& Maintenance

Represents estimated costs for environmental monitoring, reporting and maintenance of mitigation areas within the District boundaries. The Disrict has contracted with Bio-Tech Consulting, Inc. for the mitigation monitoring and maintenance and American Ecosystems, Inc. for the cogon grass treatments.

| Description | Annual |
| :--- | ---: |
| Semi-Annual Monitoring - \$1,000 per event | $\$ 2,000$ |
| Annual Mitigation Monitoring | $\$ 1,600$ |
| Quarterly Maintenance - Mitigation Areas - \$875 per event | $\$ 3,500$ |
| Total | $\$ 7,100$ |
| Description | Monthly |
| Cogon Grass Treatment | $\$ 555$ |
| Contingency |  |
| Total | $\$ 6,660$ |

## Pressure Washing

Represents estimated cost for pressure washing any areas within the District.

## Repairs \& Maintenance

Represents estimated costs for any repairs and maintenance to common areas maintained by the District.

## Sidewalk Repair \& Maintenance

Represents estimated cost to repair and maintain sidewalks within the District.

## Roadway Repair \& Maintenance - Storm Gutters

Represents estimated cost for any unforeseen repairs and maintenance to the storm gutters maintained by the District.

## Contingency

Represents any additional field expense that may not have been provided for in the budget.

## Stoneybrook South

## Community Development District

Fiscal Year 2024
Capital Reserve Fund

| Adopted | Actual | Projected | Total | Proposed |
| :---: | :---: | :---: | :---: | :---: |
| Budget | Thru | Next 3 | Thru | Budget |
| FY2023 | $6 / 30 / 23$ | Months | $9 / 30 / 23$ | FY2024 |

## Revenues

| Transfer In | \$93,981 | \$93,981 | \$0 | \$93,981 | \$37,903 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Interest Income | \$3,000 | \$37,959 | \$12,000 | \$49,959 | \$15,000 |
| Total Revenues | \$96,981 | \$131,940 | \$12,000 | \$143,940 | \$52,903 |

## Expenses

| Capital Outlay | \$25,000 | \$0 | \$0 | \$0 | \$40,000 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Total Expenditures | \$25,000 | \$0 | \$0 | \$0 | \$40,000 |
| Excess Revenues/(Expenditures) | \$71,981 | \$131,940 | \$12,000 | \$143,940 | \$12,903 |
| Fund Balance - Beginning | \$1,157,696 | \$1,163,065 | \$0 | \$1,163,065 | \$1,307,005 |
| Fund Balance - Ending | \$1,229,677 | \$1,295,005 | \$12,000 | \$1,307,005 | \$1,319,908 |

# Stoneybrook South <br> Community Development District 

Fiscal Year 2024
Series 2013
Debt Service Fund

| Adopted | Actual | Projected | Total | Proposed |
| :---: | :---: | :---: | :---: | :---: |
| Budget | Thru | Next 3 | Thru | Budget |
| FY2023 | $6 / 30 / 23$ | Months | $9 / 30 / 23$ | FY2024 |

## Revenues

Special Assessments - Tax Roll
Interest Income
Carry Forward Surplus
Total Revenues
Expenses

| Interest-11/1 | \$239,988 | \$239,988 | \$0 | \$239,988 | \$0 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Principal - 5/1 | \$255,000 | \$0 | \$0 | \$0 | \$0 |
| Interest-5/1 | \$239,988 | \$0 | \$0 | \$0 | \$0 |
| Transfer Out | \$0 | \$502,061 | \$0 | \$502,061 | \$0 |
| Transfer Out - Escrow | \$0 | \$1,231,668 | \$0 | \$1,231,668 | \$0 |
| Total Expenditures | \$734,975 | \$1,973,717 | \$0 | \$1,973,717 | \$0 |
| Excess Revenues/(Expenditures) | \$469,445 | \$0 | \$0 | \$0 | \$0 |

## Stoneybrook South

Community Development District
Fiscal Year 2024

## Series 2014

Debt Service Fund

| Adopted | Actual | Projected | Total | Proposed |
| :---: | :---: | :---: | :---: | :---: |
| Budget | Thru | Next 3 | Thru | Budget |
| FY2023 | $6 / 30 / 23$ | Months | $9 / 30 / 23$ | FY2024 |

## Revenues



| Property Type | Platted Units | Gross Per Unit | Gross Total |
| :--- | :---: | :---: | ---: |
| Townhome | 181 | $\$ 1,094$ | $\$ 197,969$ |
| Single Family 40" | 82 | $\$ 1,302$ | $\$ 106,771$ |
| Single Family 50" | 491 | $\$ 1,406$ | $\$ 690,469$ |
| Single Family 80" | 65 | 1718.75 | $\$ 111,719$ |
| Total | 819 |  | $\$ 1,106,927$ |

# Stoneybrook South Community Development District Series 2014, Special Assessment Bonds Assessment Area Two-A Project <br> (Term Bonds Combined) 

Amortization Schedule

| Date | Balance | Principal |  | Interest |  | Annual |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11/1/23 | \$ 12,660,000 | \$ | 325,000 | \$ | 337,256.25 | \$ | 662,256.25 |
| 5/1/24 | \$ 12,335,000 | \$ | - | \$ | 329,537.50 | \$ | - |
| 11/1/24 | \$ 12,335,000 | \$ | 340,000 | \$ | 329,537.50 | \$ | 999,075.00 |
| 5/1/25 | \$ 11,995,000 | \$ | - | \$ | 321,462.50 | \$ | - |
| 11/1/25 | \$ 11,995,000 | \$ | 355,000 | \$ | 321,462.50 | \$ | 997,925.00 |
| 5/1/26 | \$ 11,640,000 | \$ | - | \$ | 312,365.63 | \$ | - |
| 11/1/26 | \$ 11,640,000 | \$ | 370,000 | \$ | 312,365.63 | \$ | 994,731.25 |
| 5/1/27 | \$ 11,270,000 | \$ | - | \$ | 302,884.38 | \$ | - |
| 11/1/27 | \$ 11,270,000 | \$ | 390,000 | \$ | 302,884.38 | \$ | 995,768.75 |
| 5/1/28 | \$ 10,880,000 | \$ | - | \$ | 292,890.63 | \$ | - |
| 11/1/28 | \$ 10,880,000 | \$ | 410,000 | \$ | 292,890.63 | \$ | 995,781.25 |
| 5/1/29 | \$ 10,470,000 | \$ | - | \$ | 282,384.38 | \$ | - |
| 11/1/29 | \$ 10,470,000 | \$ | 430,000 | \$ | 282,384.38 | \$ | 994,768.75 |
| 5/1/30 | \$ 10,040,000 | \$ | - | \$ | 271,365.63 | \$ | - |
| 11/1/30 | \$ 10,040,000 | \$ | 455,000 | \$ | 271,365.63 | \$ | 997,731.25 |
| 5/1/31 | \$ 9,585,000 | \$ | - | \$ | 259,706.25 | \$ | - |
| 11/1/31 | \$ 9,585,000 | \$ | 480,000 | \$ | 259,706.25 | \$ | 999,412.50 |
| 5/1/32 | \$ 9,105,000 | \$ | - | \$ | 247,406.25 | \$ | - |
| 11/1/32 | \$ 9,105,000 | \$ | 505,000 | \$ | 247,406.25 | \$ | 999,812.50 |
| 5/1/33 | \$ 8,600,000 | \$ | - | \$ | 234,465.63 | \$ | - |
| 11/1/33 | \$ 8,600,000 | \$ | 530,000 | \$ | 234,465.63 | \$ | 998,931.25 |
| 5/1/34 | \$ 8,070,000 | \$ | - | \$ | 220,884.38 | \$ | - |
| 11/1/34 | \$ 8,070,000 | \$ | 555,000 | \$ | 220,884.38 | \$ | 996,768.75 |
| 5/1/35 | \$ 7,515,000 | \$ | - | \$ | 206,662.50 | \$ | - |
| 11/1/35 | \$ 7,515,000 | \$ | 585,000 | \$ | 206,662.50 | \$ | 998,325.00 |
| 5/1/36 | \$ 6,930,000 | \$ | - | \$ | 190,575.00 | \$ | - |
| 11/1/36 | \$ 6,930,000 | \$ | 615,000 | \$ | 190,575.00 | \$ | 996,150.00 |
| 5/1/37 | \$ 6,315,000 | \$ | - | \$ | 173,662.50 | \$ | - |
| 11/1/37 | \$ 6,315,000 | \$ | 650,000 | \$ | 173,662.50 | \$ | 997,325.00 |
| 5/1/38 | \$ 5,665,000 | \$ | - | \$ | 155,787.50 | \$ | - |
| 11/1/38 | \$ 5,665,000 | \$ | 685,000 | \$ | 155,787.50 | \$ | 996,575.00 |
| 5/1/39 | \$ 4,980,000 | \$ | - | \$ | 136,950.00 | \$ | - |
| 11/1/39 | \$ 4,980,000 | \$ | 725,000 | \$ | 136,950.00 | \$ | 998,900.00 |
| 5/1/40 | \$ 4,255,000 | \$ | - | \$ | 117,012.50 | \$ | - |
| 11/1/40 | \$ 4,255,000 | \$ | 760,000 | \$ | 117,012.50 | \$ | 994,025.00 |
| 5/1/41 | \$ 3,495,000 | \$ | - | \$ | 96,112.50 | \$ | - |
| 11/1/41 | \$ 3,495,000 | \$ | 805,000 | \$ | 96,112.50 | \$ | 997,225.00 |
| 5/1/42 | \$ 2,690,000 | \$ | - | \$ | 73,975.00 | \$ | - |
| 11/1/42 | \$ 2,690,000 | \$ | 850,000 | \$ | 73,975.00 | \$ | 997,950.00 |
| 5/1/43 | \$ 1,840,000 | \$ | - | \$ | 50,600.00 | \$ | - |
| 11/1/43 | \$ 1,840,000 | \$ | 895,000 | \$ | 50,600.00 | \$ | 996,200.00 |
| 5/1/44 | \$ 945,000 | \$ | - | \$ | 25,987.50 | \$ | - |
| 11/1/44 | \$ 945,000 | \$ | 945,000 | \$ | 25,987.50 | \$ | 996,975.00 |
| Totals |  | \$ | ,660,000 | \$ | 8,942,613 |  | ,602,612.50 |

## Stoneybrook South <br> Community Development District

## Fiscal Year 2024

## Series 2023

Debt Service Fund

| Proposed | Actual | Projected | Total | Proposed |
| :---: | :---: | :---: | :---: | :---: |
| Budget | Thru | Next 3 | Thru | Budget |
| FY2023 | $6 / 30 / 23$ | Months | $9 / 30 / 23$ | FY2024 |

## Revenues

| Special Assessments - Tax Roll | $\$ 0$ | $\$ 0$ | $\$ 0$ | $\$ 0$ | $\$ 581,771$ |
| :--- | ---: | ---: | ---: | ---: | ---: |
| Bond Proceeds | $\$ 6,394,000$ | $\$ 6,394,000$ | $\$ 0$ | $\$ 6,394,000$ | $\$ 0$ |
| Interest Income | $\$ 0$ | $\$ 2,666$ | $\$ 500$ | $\$ 3,166$ | $\$ 2,500$ |
| Transfer In | $\$ 494,726$ | $\$ 502,061$ | $\$ 0$ | $\$ 502,061$ | $\$ 0$ |
| Carry Forward Surplus | $\$ 0$ | $\$ 0$ | $\$ 0$ | $\$ 0$ | $\$ 211,480$ |
|  |  |  |  |  |  |
| Total Revenues | $\$ 6,888, \mathbf{7 2 6}$ | $\mathbf{\$ 6 , 8 9 8 , 7 2 7}$ | $\mathbf{\$ 5 0 0}$ | $\mathbf{\$ 6 , 8 9 9 , 2 2 7}$ | $\mathbf{\$ 7 9 5 , 7 5 1}$ |

## Expenses

| Interest-11/1 | \$0 | \$0 | \$0 | \$0 | \$158,252 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Principal - $5 / 1$ | \$0 | \$0 | \$0 | \$0 | \$272,000 |
| Interest-5/1 | \$72,972 | \$72,972 | \$0 | \$72,972 | \$158,252 |
| Other Debt Service Costs | \$220,775 | \$220,775 | \$0 | \$220,775 | \$0 |
| Transfer Out - Escrow | \$6,394,000 | \$6,394,000 | \$0 | \$6,394,000 | \$0 |
| Total Expenditures | \$6,687,747 | \$6,687,747 | \$0 | \$6,687,747 | \$588,503 |
| Excess Revenues/(Expenditures) | \$200,979 | \$210,980 | \$500 | \$211,480 | \$207,248 |
|  |  |  |  | st-11/1/2024 | \$151,520 |
|  |  |  |  |  | \$151,520 |
|  |  |  |  | sessment | \$581,771 |
|  |  |  |  | tion Cost (6\%) | \$37,134 |
|  |  |  |  | Assessment | \$618,905 |


| Property Type | Platted Units | Gross Per Unit | Gross Total |
| :--- | :---: | :---: | ---: |
| Apartment | 304 | $\$ 117$ | $\$ 35,519$ |
| Condo ${ }^{* *}$ | 162 | $\$ 771$ | $\$ 124,871$ |
| Single Family $50^{\prime}$ | 207 | $\$ 1,095$ | $\$ 226,742$ |
| Single Family $60^{\prime}$ | 197 | 1176.510638 | $\$ 231,773$ |
| Total | 870 |  | $\$ 618,905$ |

**6 Condo units have prepaid their debt service assessment

# Stoneybrook South Community Development District 

Series 2023, Special Assessment Refunding Bonds

## Assessment Area One Project <br> (Term Bonds Due 5/1/2039)

Amortization Schedule

| Date | Balance | Coupon | Principal |  | Interest | Annual |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11/1/23 | \$ 6,394,000 | 4.950\% | \$ | - | \$ 158,251.50 | \$ | 158,251.50 |
| 5/1/24 | \$ 6,394,000 | 4.950\% | \$ | 272,000 | \$ 158,251.50 | \$ | - |
| 11/1/24 | \$ 6,122,000 | 4.950\% | \$ | - | \$ 151,519.50 | \$ | 581,771.00 |
| 5/1/25 | \$ 6,122,000 | 4.950\% | \$ | 284,000 | \$ 151,519.50 | \$ | - |
| 11/1/25 | \$ 5,838,000 | 4.950\% | \$ | - | \$ 144,490.50 | \$ | 580,010.00 |
| 5/1/26 | \$ 5,838,000 | 4.950\% | \$ | 296,000 | \$ 144,490.50 | \$ | - |
| 11/1/26 | \$ 5,542,000 | 4.950\% | \$ | - | \$ 137,164.50 | \$ | 577,655.00 |
| 5/1/27 | \$ 5,542,000 | 4.950\% | \$ | 311,000 | \$ 137,164.50 | \$ | - |
| 11/1/27 | \$ 5,231,000 | 4.950\% | \$ | - | \$ 129,467.25 | \$ | 577,631.75 |
| 5/1/28 | \$ 5,231,000 | 4.950\% | \$ | 329,000 | \$ 129,467.25 | \$ | - |
| 11/1/28 | \$ 4,902,000 | 4.950\% | \$ | - | \$ 121,324.50 | \$ | 579,791.75 |
| 5/1/29 | \$ 4,902,000 | 4.950\% | \$ | 343,000 | \$ 121,324.50 | \$ | - |
| 11/1/29 | \$ 4,559,000 | 4.950\% | \$ | - | \$ 112,835.25 | \$ | 577,159.75 |
| 5/1/30 | \$ 4,559,000 | 4.950\% | \$ | 361,000 | \$ 112,835.25 | \$ | - |
| 11/1/30 | \$ 4,198,000 | 4.950\% | \$ | - | \$ 103,900.50 | \$ | 577,735.75 |
| 5/1/31 | \$ 4,198,000 | 4.950\% | \$ | 382,000 | \$ 103,900.50 | \$ | - |
| 11/1/31 | \$ 3,816,000 | 4.950\% | \$ | - | \$ 94,446.00 | \$ | 580,346.50 |
| 5/1/32 | \$ 3,816,000 | 4.950\% | \$ | 399,000 | \$ 94,446.00 | \$ | - |
| 11/1/32 | \$ 3,417,000 | 4.950\% | \$ | - | \$ 84,570.75 | \$ | 578,016.75 |
| 5/1/33 | \$ 3,417,000 | 4.950\% | \$ | 419,000 | \$ 84,570.75 | \$ | - |
| 11/1/33 | \$ 2,998,000 | 4.950\% | \$ | - | \$ 74,200.50 | \$ | 577,771.25 |
| 5/1/34 | \$ 2,998,000 | 4.950\% | \$ | 439,000 | \$ 74,200.50 | \$ | - |
| 11/1/34 | \$ 2,559,000 | 4.950\% | \$ | - | \$ 63,335.25 | \$ | 576,535.75 |
| 5/1/35 | \$ 2,559,000 | 4.950\% | \$ | 462,000 | \$ 63,335.25 | \$ | - |
| 11/1/35 | \$ 2,097,000 | 4.950\% | \$ | - | \$ 51,900.75 | \$ | 577,236.00 |
| 5/1/36 | \$ 2,097,000 | 4.950\% | \$ | 489,000 | \$ 51,900.75 | \$ | - |
| 11/1/36 | \$ 1,608,000 | 4.950\% | \$ | - | \$ 39,798.00 | \$ | 580,698.75 |
| 5/1/37 | \$ 1,608,000 | 4.950\% | \$ | 510,000 | \$ 39,798.00 | \$ | - |
| 11/1/37 | \$ 1,098,000 | 4.950\% | \$ | - | \$ 27,175.50 | \$ | 576,973.50 |
| 5/1/38 | \$ 1,098,000 | 4.950\% | \$ | 535,000 | \$ 27,175.50 | \$ | - |
| 11/1/38 | \$ 563,000 | 4.950\% | \$ | - | \$ 13,934.25 | \$ | 576,109.75 |
| 5/1/39 | \$ 563,000 | 4.950\% | \$ | 563,000 | \$ 13,934.25 | \$ | - |
| 11/1/39 | \$ | 4.950\% | \$ | - | \$ | \$ | 576,934.25 |
| Totals |  |  |  | ,394,000 | \$ 3,016,629 | \$ | ,410,629.00 |

## Section B

## RESOLUTION 2023-08


#### Abstract

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.


WHEREAS, the Stoneybrook South Community Development District ("District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is located in Osceola County, Florida ("County");
WHEREAS, the Board of Supervisors of the District ("Board") hereby determines to undertake various activities described in the District's adopted budget for fiscal year 2023-2024 attached hereto as Exhibit A ("FY 2023-2024 Budget") and incorporated as a material part of this Resolution by this reference;

WHEREAS, the District must obtain sufficient funds to provide for the activities described in the FY 2023-2024 Budget;

WHEREAS, the provision of the activities described in the FY 2023-2024 Budget is a benefit to lands within the District;

WHEREAS, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

WHEREAS, such special assessments may be placed on the County tax roll and collected by the local Tax Collector ("Uniform Method") pursuant to Chapters 190 and 197, Florida Statutes;

WHEREAS, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

WHEREAS, the District has approved an agreement with the County Property Appraiser ("Property Appraiser") and County Tax Collector ("Tax Collector") to provide for the collection of special assessments under the Uniform Method;

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel's portion of the FY 2023-2024 Budget ("O\&M Assessments");

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments ("Debt Assessments") in the amounts shown in the FY 2023-2024 Budget;

WHEREAS, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference ("Assessment Roll");

WHEREAS, it is in the best interests of the District to certify the Assessment Roll to the Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Benefit from Activities and O\&M Assessments. The provision of the activities described in the FY 2023-2024 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O\&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2023-2024 Budget and in the Assessment Roll.

Section 2. O\&M Assessments Imposition. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O\&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2023-2024 Budget and Assessment Roll. The lien of the O\&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

## Section 3. Collection and Enforcement of District Assessments.

a. Uniform Method for all Debt Assessments and all O\&M Assessments. The collection of all Debt Assessments and all O\&M Assessments for all lands within the District, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in the Assessment Roll. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.
b. Future Collection Methods. The decision to collect special assessments by any particular method - e.g., on the tax roll or by direct bill - does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

Section 4. Certification of Assessment Roll. The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

Section 5. Assessment Roll Amendment. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

Section 6. Assessment Challenges. The adoption of this Resolution shall be the final determination of all issues related to the O\&M Assessments as it relates to property owners whose benefited property is subject to the O\&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O\&M Assessments, and the levy, collection, and lien of the O\&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

Section 7. Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of the O\&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O\&M Assessments as finally approved shall be competent and sufficient evidence that such O\&M Assessment was duly levied, that the O\&M Assessment was duly made and adopted, and that all other proceedings adequate to such O\&M Assessment were duly had, taken, and performed as required.

Section 8. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 9. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 7, 2023.

Attested By:

Stoneybrook South
Community Development District

Print Name: $\qquad$
Secretary/Assistant Secretary
Print Name:
Chair/Vice Chair of the Board of Supervisors

## Exhibit A: FY 2023-2024 Budget

Section VI

## SECTION A

## TRI-PARTY LANDSCAPE MAINTENANCE AGREEMENT

## THIS TRI-PARTY LANDSCAPE MAINTENANCE AGREEMENT (the

 "Agreement"), effective as of the day of $\qquad$ , 2023 (the "Effective Date"), between the STONEYBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT (the "SBS District") and the STONEYBROOK SOUTH AT CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT ("SBS CG District") (hereinafter the SBS District and SBS CG District are collectively referred to herein as the "District"), local units of special purpose governments, created under Chapter 190, Florida Statutes, whose mailing addresses are c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and FLORALAWN, INC. (hereinafter referred to as "Contractor"), a Florida corporation, whose principal address is 734 S. Combee Road, Lakeland, Florida, 33801.
## WITNESSETH:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

## 1. DEFINITIONS.

(a) Agreement. The Agreement consists of: (i) this Tri-Party Landscape Maintenance Agreement; and (ii) "Exhibit 1 - Scope of Work," "Exhibit 2 - Fee Summary" and "Exhibit 3 - Extra Services Pricing Summary," collectively attached hereto as Exhibit "A" (collectively referred to herein as the "Proposal"). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal the terms herein shall prevail.
(b) Services. The term "Services" or "Work" as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions. If an addendum or additional work is agreed upon by the parties, the Contractor shall be subject to the terms of this Agreement. All work being completed to date by the Contractor for the District shall be subject to and in accordance with the terms set forth herein.
(c) Interlocal Agreement. The SBS CG District and the SBS District are parties to that certain "Interlocal Agreement Between Stoneybrook South at ChampionsGate Community Development District and Stoneybrook South Community Development District Regarding Joint Maintenance and Operation of Facilities," dated June 5, 2023 (hereinafter referred to as the "Interlocal Agreement," whereby the SBS CG District and the SBS District agreed to the joint allocation of operating and maintenance costs among the Districts, including for landscaping tracts.

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## 2. SCOPE OF SERVICES.

(a) A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.
3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Services on the Effective Date and shall perform same in accordance with any schedules as set forth in the Agreement. The term of this Agreement shall be for twelve months, and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District's monthly payment.

## 4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services - Central Florida, LLC, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801, Attention: George S. Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.
(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

## 5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO

 FINAL PAYMENT.(a) The SBS District and the SBS CG District agree to pay the Contractor the total monthly fee specified in the Proposal, as applicable, on a monthly basis and after the Services are completed and have been inspected and approved by the District's authorized representative.
(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

[^1](c) District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

## 6. REPRESENTATATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.
(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

## 7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employeremployee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.
(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

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## 8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for the Services.
(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.
(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

## 9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.
(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.
(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

[^3](d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

## 10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, Florida Statutes. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services - Central Florida, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:
(i) Keep and maintain public records required by District to perform services;
(ii) Upon request by District, provide District with the requested public 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;
(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and
(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE
CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING
TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF
PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT
GFLINT@GMSCFL.COM, OR BY REGULAR MAIL AT 219 EAST
LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION:
DISTRICT PUBLIC RECORDS CUSTODIAN.

## 11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:
(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of $\$ 1,000,000$ single limit per
occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;
(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $\$ 1,000,000.00$ combined single limit covering all work performed hereunder;
(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of $\$ 100,000$ per occurrence; and
(iv) Employers liability, with a minimum coverage level of $\$ 1,000,000$.
(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.
12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28 , Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
13. INDEMNIFICATION Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

## 14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist

[^4]of additions, deletions or other modifications to the Agreement.
(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

## 15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.
(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.
(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

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## 16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.
(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.
17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:
(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.
(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.
(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

## 18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, Florida Statutes and Section 448.09(1), Florida Statues. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, Florida Statutes, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

[^6]The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.
(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.
(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

## 19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

| If to SBS CG District: | Stoneybrook South at ChampionsGate Community <br> Development District <br> c/o Governmental Management Services - Central Florida, <br> LLC <br> 219 East Livingston Street <br> Orlando, Florida 32801 <br> Attention: George S. Flint, District Manager <br> Telephone: (407) 841-5524 |
| :---: | :---: |
| Copy to: | Latham, Luna, Eden \& Beaudine, LLP <br> 201 S. Orange Ave., Suite 1400 <br> Orlando, Florida 32801 <br> Attention: Jan Albanese Carpenter, District Counsel <br> Telephone: (407) 481-5800 |
| If to SBS District: | Stoneybrook South Community Development District c/o Governmental Management Services - Central Florida, LLC <br> 219 East Livingston Street |

Orlando, Florida 32801
Attention: George S. Flint, District Manager
Telephone: (407) 841-5524
Copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606
Telephone: 813-321-4107
If to Contractor: Floralawn, Inc.
734 S. Combee Road
Lakeland, Florida 33801
Attention: Bryan Boyett (or Manager)
Telephone: (863) 668-0494
(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.
20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.
21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.
22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.
23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but

[^7]shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.
24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.
25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.
26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.
27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.
[Signatures provided on following page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

## SBS DISTRICT:

STONEYBROOK SOUTH COMMUNITY DEVELOPMENT
DISTRICT, a Florida community development district

## By:

Name:
Chairman/Vice-Chair, Board of Supervisors

## SBS CG DISTRICT:

STONEYBROOK SOUTH AT
CHAMPIONSGATE COMMUNITY
DEVELOPMENT DISTRICT, a Florida
community development district

By:
Name:
Chairman/Vice-Chair, Board of Supervisors

## CONTRACTOR:

FLORALAWN, INC., a Florida
corporation

By:
Print: $\qquad$
Title: $\qquad$

## EXHIBIT "A"

## PROPOSAL

[ATTACHED]

## EXHIBIT 1-SCOPE OF WORK

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

## SCHEDULE "A" - GENERAL SERVICES

## A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as the primary entrances, clubhouse and pool areas will be completely mowed, edged, trimmed and cleaned up prior to nomal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, an HOA and/or CDD representative must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing
a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
b. St. Augustine and Bahia turf shall be mowed weekly during the growing season from March $15^{\text {th }}$ through October $15^{\text {th }}$ and bi-weekly during the non-growing season from October $15^{\text {th }}$ through March $15^{\text {th }}$. Based on this schedule, it is estimated that the contractor will perform a minimum of 40 and a maximum of 42 mowing cycles per 12month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of an HOA and/or CDD representative. Should the number of mowing cycles fall below 40 in any contract year during the term of this agreement, the contractor will reduce the next month's billing by the amount per cycle for each cycle missed. HOA and/or CDD will pay contractor the per cycle amount for each mowing cycle in excess of 42 per contract year when an HOA and/or CDD representative requests additional mowing cycles. This will be invoiced at the contracted price per cycle in the month following the end of the contract period. Bahia turf in power line easements will be mowed eight (8) times per year.
c. St. Augustine and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
d. Mowing height for St. Augustine and Bahia turf will be set at $31 / 2^{\prime \prime}$ to $4^{\prime \prime}$. At no time will mowing height be reduced so that more than $1 / 3$ of the grass blade is removed at any cutting.
e. Zoysia turf shall be mowed based on 40 to 42 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the owner or owner's representative.
f. Zoysia turf shall be cut with a reel or rotary mower to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
g. Mowing height for Zoysia turf will be set at $2-3$ ". At no time will mowing height be reduced so that more than $1 / 3$ of the grass blade is removed at any cutting.
h. Bermuda turf shall be mowed based on 104 mowing cycles per 12 -month period in the performance of this contract. The frequency will be two times per week year round. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of an HOA and/or CDD representative.
i. Bermuda turf shall be cut with reel mowers or high speed rotary to mainiain a uniform height. Mowing blades shall be kepi sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
j. Mowing height for Bermuda turf will be set at $3 /^{n}$ to $1^{\prime \prime}$. At no time will mowing height be reduced so that more than $1 / 3$ of the grass blade is removed at any cutting.
k. Contractor shall complete a minimum of two passes along all waterways with a $50^{\prime \prime}$ or $60^{\prime \prime}$ mower discharging clippings away from the water.
I. Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and if it occurs they shall be removed prior to the end of each service day.
m. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of an HOA and/or CDD representative. Replacement material will be of similar size to the material being replaced.
2. Aeration/Overseeding
a. Bermuda turf will be aerated four (4) times per year in the months of February, May, August and November. Aeration is to be performed utilizing a core aerator and dragging the turf upon completion.
b. Bermuda turf will be top cressed immediately after two (2) aerations with $3 / 16^{*}$ of USGA approved sand as specified in schedule. (May and November)
3. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String frimmers will not be used for this function
4. String Trimming
a. String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
b. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a push type walk behind mower.
c. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of an HOA and/or CDD representative.
d. Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.
5. Discing

The bottom of all dry ponds will be disced monthly fncluding the removal of all vegetation, debris, and litter and left with a smooth grade.
6. Rib Compounds

All nine rib compound locations will be serviced as part of the detail section they are located in; removing weed growth from inside the fenced in area and trimming the Viburnum plantings, around each location.
7. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

## 8. Damage Prevention/Repair

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

## B. Detail

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks. The exception will be the primary entrances, clubhouse and pool areas. These are high traffic and focal areas and as such will be included in each detail section to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, omamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and omamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

1. Pruning
a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimning most formal shrubs. Orly use power shears on formal hedges where previous practice was to shear, or as directed by an HOA and/or CDD representative.
c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet contractor shall propose an extra service to an HOA andfor CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

- Provide clearance for pedestrians, vehicles, mowers and buildings.
- Maintain clearance from $\$ 2$ rubs in bed areas.
- Improve visibility in parking iots and around entries.
d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4 " to $6^{\prime \prime}$ away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detall rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Omamental Grasses are to be haystack cut one time per year.
h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than $12^{\prime \prime}$ away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by an HOA and/or CDD representative.
i. Pruning of all palms less than $12^{\prime} \mathrm{CT}$ in height will be included in the sectional rotation. Pruning consisis of removal of all dead fronds, seedpods and any loose boots.

2. Edging
a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
b. Only mechanical edgers will be used for this function. Use of string trimmers or chemicals will not be allowed.
c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

## 3. Weed Controt

a. Bed areas are to be left in a weed free condition after each detail service. While pre and postemergent chemicals are acceptable means of control, weeds in bed areas larger than $3^{\prime \prime}$ shall be pulled by hand.
b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

## C. General

1. Policing
a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than $2^{\prime \prime}$ in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in "Exhibit - 3 Exira Services Pricing Summary".
b. Contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas curing the months of November through April.
c. All litter shall be removed from the property and disposed of off-site.

## 2. Communication

a. Daily, the contractor will communicate with an HOA and/or CDD representative for any landscape issues requiring immediate attention.
b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by an HOA and/or CDD representative which details all aspects of the previous week's maintenance activities.
c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to an HOA and/or CDD representative by the $5^{\text {in }}$ of each month electronically or via U.S. mail.
d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resuiting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

## 3 Staffing

a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate daily with the property's manager and submit a report of the crew's accomplishments at the end of each week to Management. In order to maintain continuity, the same Foreman/Supervisor shatl direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of an HOA and/or CDD representative prior to any such change. This will assure Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times to include all rain, cold weather gear and hats.
c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certifed and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an $1-9$ and other required documents on each employee.
e. Contractor is expected to staff the property with adequately trained personnel, five days per week, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 5:00 PM. No power equipment operating near homes before 9:00 AM. Saturdays will be made available for makeup work cue to inclement weather from 8:00 AM until 4 PM on an as needed basis. Management approval is required.

## SCHEDULE "B" - TURF CARE PROGRAM - ST. AUGUSTINE (If included, see Exhibit 2 Fee Summary)

## A. Application Schedule

| Month | Application |
| :--- | :--- |
| January: | Winter fertilization, broadleaf weed control and disease control |
| March: | Spring granular fertilization, broadleaf weed control, insect and <br> disease control |
| May: | Early summer liquid fertilization with Arena and weed control |
| July: | Summer granular fertilization, insect control and weed control |
| September: | Late summer fertilization and insect/disease control |
| November: | Fall granular fertilization and broadleaf weed/disease control |

## B. Application Requirements

## 1. Fertilization

a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 5 lbs of $N / 1000$ square feet with a minimum of $30 \%$ slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium.
b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH , all fertilizers utilized will be Sulphur coated products.
c. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
d. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
e. The irrigation system will be fully operational prior to any fertilizer application.
f. Soils shall be tested at a reliable testing facility once per year to monitor for pH , Nematodes, Take All Root Rot and chemical make up. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

## 2. Insect/Disease Control

a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
3. Weed Control
a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
b. Contractor shall alert owner or owner's representative of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do 50 will make the contractor liable for resulting turf loss.
4. Warranty

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

## SCHEDULE "B" - TURF CARE PROGRAM - BAHIA (If included, see Exhibit 2 Fee Summary)

## A. Application Schedule

Month
March: Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

June: $\quad$ Chelated Iron application and Mole Cricket control.
October: Complete liquid $18-0-8 \mathrm{~N}-\mathrm{P}-\mathrm{K}$ fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

## B. Application Requirements

1. Fertilization
a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs . of $\mathrm{N} / 1000$ square feet with a minimum of $30 \%$ slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each applicationt to insure that all the requirements of grasses are met. If soil samples indicate a high pH , all ferilizers utilized will be Sulphur coated products.
c. A 15 ' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
d. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
e. The irrigation system will be fully operational prior to any fertilizer application.
f. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect/Disease Control
a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
3. Weed Control
a. Weed control will be limited to the broadleaf variety under this program.
b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
4. Warranty

No warranty is provided for Bahia turf.

## SCHEDULE "B" - TURF CARE PROGRAM - ZOYSIA

## A. Application Schedule-Zoysia

Month Application
January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February: $\quad$ Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March: $\quad$ Fertilization (granular 20-0-10) with 1 lb N to $1 \mathrm{lb} \mathrm{K}, 50 \%$ slow release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.

April: Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.

May: Fertilization with .5lb N, with lron, post emergent weed control, insect/disease control as necessary.

June: $\quad$ Fertilization (granular 20-0-10) with .5 lb N , slow release w/minors. Insect/weed/disease control as necessary.

July: Liquid fertilization with . 5 lb N w/ Iron. Insect/weed/disease control as necessary.

August: $\quad$ Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspeci/treat fungal activity.

September: Fertilization with 14-0-40 or similar. Weed/insect/disease control as necessary.

October: Liquid Fertilization with . 251 lb N , with Iron, post emergent weed control, insect/disease control as necessary.

November: Blanket pre-emergent herbicide, wiLiquid Iron. Spot treat weeds and inspect/treat fungal activity.
a. Sedge and Crabgrass control are included as a part of this program.

## 4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, high traffic areas, drainage problems, or acts of God. In the event these conditions are pre-existing, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

## SCHEDULE "C" - TREE/SHRUB CARE PROGRAM (If included, see Exhibit 2 Fee Summary)

## A. Application Schedule

Month Application
February: Spring granular fertilization and insect/disease control as needed
March/April: Insect/disease controlfertilization as needed
May/June: Insect/disease control. Fertilization as needed.
July/August: $\quad$ Minor nutrient blend with insect/disease control
October: $\quad$ Fall granular fertilization and insect/disease control as needed
December: Insect/disease control/fertilization as needed

## B. Application Requirements

1. Fertilization
a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH .
b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of $50 \%$ slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that ail the requirements of plant material are met. If soil samples indicate a high pH , all fertilizers utilized will be Sulphur coated products.
d. A 15' minimum ring of responsibility will be maintained along or around alt waterways where no product of any kind will be applied.
e. This program covers all fertility requirements on all existing shrubs and palms, as well as ail newly installed shrubs, trees, and palms up to $35^{\prime}$. All native trees or transplanted trees over $35^{\prime}$ in overall height will require special consideration and are therefore excluded from this program.
f. There will be a deep root feeding on an as needed basis to establish newly planted trees.
2. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
h. The irrigation system will be fully operational prior to any fertilizer application.
i. Soils shall be tested at a reliable testing facility once per year to monitor for $\mathrm{pH}_{\text {, }}$ Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

## 2. Insect/Disease Control

a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35 ' in overall height will require special consideration and are therefore excluded from this program.
d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.
3. Specialty Palms
a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation along with OTC injections three (3) times per year.
b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

## 4. Warranty

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

SCHEDULE "D" - SPECIAL SERVICES (If included, see Schedule "F" Fee Summary)

## Note: All Special Services work is to be performed by supplemental crews

A. Bedding Plants

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

1. Schedule
a. All flower beds on the property including twelve (12) urns will be changed out four (4) times per year during the months of Jaruary, April, July and October.
b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
c. All newly planted beds will have a minimum of $50 \%$ of the plants in bloom at the time of installation and they shall be $41 / 2^{\prime \prime}$ individual pots.
d. Contractor will obtain prior approval of plant selection from an HOA and/or CDD representative before installation.
2. Installation
a. Plants are to be installed utilizing a triangular spacing of $9^{\prime \prime}$ O.C. between plants.
b. Annually, prior to the Spring change out, existing soil will be removed to a depth of $6^{\prime \prime}$ in all annual beds and replaced with clean growing meditum composed of $60 \%$ peat and $40 \%$ fine aged Pine Bark.
c. All beds will be cleaned and hand or machine cultivated to a depth of $6^{\prime \prime}$ pror to the installation of new plants.
d. Create a 2 " trencin where the edge of the bed is adjacent to turf or hardscape.
e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
f. All beds should be covered with 1 " layer of Pine Fines after planting.
3. Follow-up applications of ferilizer, fungicide and insecticide are provided as needed.
h. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to an HOA and/or CDD representative.
4. Maintenance
a. Flower beds and urns unique to Championsgate will be reviewed daily or at each service visit for the following:

- Removal of all litter and debris.
- Beds are to remain weed - free at all times.
- All declining blooms are to be removed immediately.
- Inspect for the presence of insect or disease activity and treat immediately.
b. Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
c. Prolific bloomers such as Salvia require that $10 \%$ to $20 \%$ of healthy blooms are to be removed weekly.
d. Pre-emergent herbicides are not to be used in annual beds.
e. Contractor guarantees the survivability and periormance of all annual plantings for a period of 90 days. Any plant that falls to perform during this period will be immediately replaced at the contractor's expense.


## 4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

## B. Bed Dressing

1. Schedule
a. Bed dressing will be replenished in all bed areas according to the month indicated on the Exhibit 2 Fee Summary.
b. Application will be completed within a three week time period.
2. Installation
a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a $1^{\prime \prime}$ to $2^{\prime \prime}$ deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by an HOA and/or CDD representative.
d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

## c. Palm Trimming

1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of $12^{\prime}$ CT will be trimmed two times per year in June and December. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process.
2. All palms less than $12^{\prime}$ CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
3. Washingtonia palms in excess of $12^{\prime}$ CT will be trimmed two times per year in the months of February and August.
4. All palms other than Washingtonia, in excess $12^{\prime}$ CT will be trimmed once per year in the month of August.
5. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
6. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of an HOA and/or CDD representative.
7. When trimming, cut the frond close to the trunk without leaving "stubs"

SCHEDULE "E" - IRRIGATION MAINTENANCE (If included, see Schedule "F" Fee Summary)
A. Frequency of Service
a. Contractor will perform the following itemized services under "Specifications" on a monthly basis completing $25 \%$ of the inspection each week.
b. The irrigation inspection will be performed during the same week(s) each month.
B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Visually check all landscape areas irrigated with drip lines to ensure proper water flow and pressure.
4. Clean filters located at each zone valve monthly if applicable.
5. Clean, straighten or adjust any heads not functioning properly.
6. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
7. Report any valve or valve box that may be damaged in any way.
8. Leave areas in which repairs or adjusiments are made free of debris.
9. Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
10. Contractor will provide a written report of the findings by zone.
C. Qualifying Statements
11. Repairs
a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined in "Exhibit 3 - Extra Services Pricing Summary".
b. Request for authorization must be submitted to an HOA and/or CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by an HOA and/or CDD representative prior to initiating any work.
12. Service Calls
a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates as outlined in "Exhibit 3 - Extra Services Pricing Summary".
b. When not an emergency, request for authorization must be submitted in written form to an HOA and/or CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by an HOA and/or CDD representative prior to initiating any work.
13. Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
14. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the HOA or CDD within 24 hours of being detected.
15. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
16. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
17. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
18. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

## EXHIBIT 2 －FEE SUMMARY

## Contractor：Floralawn，Inc．

Address： 734 S Comber
Lakeland，FL 33801
Phone：863－668－0494
Email；Bryan．boyett＠floralawn．com
Contact：Bryan Boyette

Property：Stoneybrook South CDD （Resident Board of Directors）
Address： 219 East Livingston Street
Orlando，FL 32801
Phone：407－841－5524
Email：gilintogomscil．com
Contact：George Flint

Dates：through



## EXHIBIT 2 - FEE SUMMARY

Contractor: Floralawn, Inc. Property: Stoneybrook South af
ChampionsGate CDD

Address: 734 S Combee Lakeland, FL 3380

Address: 219 East Livingston Street
Orlando, FL 32801
Phone: 863-668-0494
Email: Bryan.boyett@floralawn.com Contact: Bryan Boyette

Phone: 407-841-5524
Email: gflint(10)mscfl.con
Contact: George Flint
Dates: through

|  | JAN | FEB | MAR | APRIL | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| GENERAL SERVICES (Schedule A) | 11,100 | 11,100 | 11,100 | 11,100 | 11,100 | 11,100 | 11,100 | 11,100 | 11,100 | 11,100 | 11,400 | 11,100 | \$133,200 |
| TURF GARE (Schedule B) | 1,115 | 1,115 | 1,115 | 1,115 | 1,115 | 1,115 | 1,115 | 1,115 | 1,115 | 1,115 | 1,115 | 1,115 | \$13,380 |
| TREEISHRUB CARE (Schedule C) <br> Inciucies Dave Pajm Jripetions | 581 | 581 | 581 | 581 | 581 | 581 | 581 | 581 | 581 | 581 | 581 | 581 | \$6,972 |
| BEDDING PLANTS <br> (Schedule D) <br> 500 Units Per Rolation | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | \$3,000 |
| BED DRESSING (Schedule D) <br> 400 Yords of Bod Drestring | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | 1,833 | \$21,996 |
| PALM TRIMMING (Schedule D) | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | \$900 |
| IRRIGATION MAINT. (Schedule E) <br> 62 Mumber of Zones | 620 | 620 | 620 | 620 | 620 | 620 | 620 | 620 | 620 | 620 | 620 | 620 | \$7,440 |
| TOTAL FEE PER MONTH: | \$15,574 | \$15,574 | \$15,574 | \$15,574 | \$15,574 | \$15,574 | \$15,574 | \$15,574 | \$15,574 | \$15,574 | \$15,574 | \$15,574 | \$186,888 |

Flat Fee Schedule

| $\$ 15,574$ | $\$ 15,574$ | $\$ 15,574$ | $\$ 15,574$ | $\$ 15,574$ | $\$ 15,574$ | $\$ 15,574$ | $\$ 15,574$ | $\$ 15,574$ | $\$ 15,574$ | $\$ 15,574$ | $\$ 15,574$ | $\$ 186,888$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |

## EXHIBIT 3 - EXTRA SERVICES PRICING SUMMARY

## Contractor:

| Moteria' | Description | Price |
| :---: | :---: | :---: |
| Mulch | Price/yard installed for quantities over 100 cubic yards | \$55 |
|  | Price/yard installed for quantities under 100 cubic yards | \$55 |
|  | Price per 3 cubic foot bag of Mulch | NA |
|  | Price per bale of Pine Straw | \$ $\$ 12.50$ |
| Hard Materials | Price per bag for Seminole Chips | NA |
|  | Price per ton for Seminole Chips | \$460 |
|  | Price per ton for 3"-5" River Jack | \$400 |
| Seasonal Color | Annual flower installed prices inciude bed preparation by removing and disposing of old flowers, hand or mechanically tuming the beds and amending soil as necessary. |  |
|  | Bed preparation and installation per 4.5" pot | \$1.50 |
|  | Bed preparation and installation per 1 gallon pot | \$8 |
|  | Supply and install $8^{\prime \prime}$ to $10^{\prime \prime}$ hanging basket | \$45 |
|  | Assemble 20" to 36" diameter floral pot with centerpiece plant | \$155 |
| Sod (St. Augustine) | Turf reparation inchudes removal and disposal of old material and re-grading affected area prior to installation of new sod. |  |
|  | Square foot price for quantities less than 1,000 square feet | \$1.45 |
|  | Square foot price for quantities between 1,000 and 3,000 square feet | \$1.40 |
|  | Square foot price for quantities between 3,000 and 10,000 square feet | \$1.25 |
|  | Square foot for price quantities greater than 10,000 square feet $\$ 1$ |  |
| Irrigation | Irigation services, which fall outside of the contract, will be prov basis. Parts will be provided at list, less a discount. Contractor to provide a copy of purchase invoice. | per hour required |
|  | Inigation Technician per hour | \$65 |
|  | Irrigation Laborer per hour | \$ 65 |
|  | PVC parts | NA |



|  | $>100$ plants | \$122 |
| :---: | :---: | :---: |
| 30-gallon Plant Material: | $<25$ plants | \$325 |
|  | 25-50 plants | \$320 |
|  | $>50$ plants | \$318 |
| 45-gallon Plant Material: | $<25$ plants | \$653 |
|  | 25-50 plants | \$650 |
|  | $>50$ plants | \$645 |
| 65-gallon Plant Material: | $<25$ plants | \$970 |
|  | 25-50 plants | \$965 |
|  | $>50$ plants | \$960 |





## Section B

## RESOLUTION 2023-09


#### Abstract

A RESOLUTION OF THE BOARD OF SUPERVISORS OF STONEYBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DISTRICT'S APPOINTED TREASURER, ASSISTANT TREASURER, AND SECRETARY OF THE DISTRICT AS SIGNORS ON THE DISTRICT'S LOCAL BANK ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.


Whereas, 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 situated entirely within Osceola County, Florida; and

Whereas, the District's Board of Supervisors desires to designate the District's appointed Treasurer, Assistant Treasurer, and Secretary as signors on the District's local bank account.

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

Section 1. The District's appointed Treasurer, Assistant Treasurer, and Secretary shall be appointed as signors on the District's local bank account.

SECTION 2. This Resolution shall take effect immediately upon its adoption.
Passed and adopted this 7th day of August, 2023.

## Section C

# Stoneybrook South Community Development District 

\$9,300,000 Stoneybrook South Community
Development District (Osceola County, Florida)
Special Assessment Refunding Bonds, Series 2013 (Assessment Area One Project)

For the period ended May 1, 2023

LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
\#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

July 13, 2023

Stoneybrook South Community Development District
c/o Governmental Management Services-CF LLC
1408 Hamlin Avenue, Unit E
St. Cloud, Florida 34771

Re: \$9,300,000 Stoneybrook South Community Development District (Osceola County, Florida) Special Assessment Refunding Bonds, Series 2013 (Assessment Area One Project) ("Bonds")

Stoneybrook South Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended May 1, 2023 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebate Requirement for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

In order to prepare these computations, we were provided by the Client with and have relied upon certain closing documents for the Bonds and investment earnings information on the proceeds of the Bonds during the Computation Period. The attached schedule is based upon the aforementioned information provided to us. The assumptions and computational methods we used in the preparation of the schedule are described in the Summary of Notes, Assumptions, Definitions and Source Information. A brief description of the schedule is also attached.

The results of our computations indicate a negative Cumulative Rebate Requirement of $\$(490,481.01)$ at May 1, 2023. As such, no amount must be on deposit in the Rebate Fund. Also, as the Bonds were refunded on May 1, 2023, no further arbitrage calculations will be necessary.

As specified in the Form 8038G, the calculations have been performed based upon a Bond Yield of 6.3726\%. Accordingly, we have not recomputed the Bond Yield.

The scope of our engagement was limited to the preparation of a mathematically accurate Rebate Requirement for the Bonds for the Computation Period based on the information provided to us. The Rebate Requirement has been determined as described in the Code, and regulations promulgated thereunder ("Regulations"). We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

## LLS Tax Solutions Inc.

# SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE 

Stoneybrook South Community Development District

July 13, 2023
\$9,300,000 (Osceola County, Florida) Special Assessment Refunding Bonds, Series 2013
(Assessment Area One Project)
For the period ended May 1, 2023

## NOTES AND ASSUMPTIONS

1. The issue date of the Bonds is June 18, 2013.
2. The end of the first Bond Year for the Bonds is June 17, 2014.
3. Computations of yield are based upon a 30-day month, a 360-day year and semiannual compounding.
4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under Section 148(f) of the Code are shown in the attached schedule.
5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebate Requirement for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.
6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebate Requirement for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.
7. Ninety percent (90\%) of the Rebate Requirement as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebate Requirement as of the Next Computation Date will not be the Rebate Requirement reflected herein, but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100\%) of the unpaid Rebate Requirement computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.
8. For purposes of determining what constitutes an "issue" under Section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

# SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE 

Stoneybrook South Community Development District

July 13, 2023
\$9,300,000 (Osceola County, Florida) Special Assessment Refunding Bonds, Series 2013
(Assessment Area One Project)
For the period ended May 1, 2023

## NOTES AND ASSUMPTIONS (cont'd)

9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the "present value" method of valuation that is described in the Regulations.
10. No provision has been made in this report for any debt service fund. Under Section 148(f)(4)(A) of the Code, a "bona fide debt service fund" for public purpose bonds issued after November 10, 1988, is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.
11. The Bonds were issued to provide funds to the District that will be used, along with other legally available moneys, to: (i) currently refund \$3,825,000 of the District's Special Assessment Revenue Bonds, Series 2007A, originally issued in the aggregate principal amount of $\$ 9,220,000$; (ii) currently refund $\$ 5,465,000$ of the District's Special Assessment Revenue Bonds, Series 2007B, originally issued in the aggregate principal amount of $\$ 39,250,000$; (iii) pay interest on the Assessment Area One Bonds through at least November 1, 2013, (iv) fund the Assessment Area One Reserve Account in an amount equal to the Assessment Area One Reserve Requirement; and (v) pay the costs of issuance of the Assessment Area One Bonds.

# SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE 

Stoneybrook South Community Development District
July 13, 2023
\$9,300,000 (Osceola County, Florida) Special Assessment Refunding Bonds, Series 2013
(Assessment Area One Project)
For the period ended May 1, 2023

## DEFINITIONS

1. Bond Year: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.
2. Bond Yield: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.
3. Allowable Earnings: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.
4. Computation Date Credit: A credit allowed by the Regulations as a reduction to the Rebate Requirement on certain prescribed dates.
5. Rebate Requirement: The excess of actual earnings over Allowable Earnings and Computation Date Credits.
6. Issue Price: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, $10 \%$ is a substantial portion.

## SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Stoneybrook South Community Development District July 13, 2023
\$9,300,000 (Osceola County, Florida) Special Assessment Refunding Bonds, Series 2013
(Assessment Area One Project)
For the period ended May 1, 2023

## SOURCE INFORMATION

Bonds
Closing Date
Bond Yield
Investments
Principal and Interest Receipt Amounts and Dates

Investment Dates and Purchase Prices

Source
Form 8038G
Form 8038G
Source
Trust Statements

Trust Statements

## SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Stoneybrook South Community Development District July 13, 2023
\$9,300,000 (Osceola County, Florida) Special Assessment Refunding Bonds, Series 2013
(Assessment Area One Project)
For the period ended May 1, 2023

## DESCRIPTION OF SCHEDULE

## SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

Schedule 1 sets forth the amount of interest receipts and gains/losses on sales of investments and the calculation of the Rebate Requirement.

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

| 6 | $/$ | 18 | $/$ | 2013 |
| :--- | :--- | :--- | :--- | :--- |
| 6 | $/$ | 18 | ISSUE DATE |  |
| 5 | 1 | 2018 | BEGINNING OF COMPUTATION PERIOD |  |
|  | 1 | 2023 | COMPUTATION DATE |  |


| DATE |  |  |  | FUND/ACCOUNT | INVESTMENT <br> VALUE AT <br> COMPUTATION DATE | EARNINGS ON <br> INVESTMENTS | OTHER <br> DEPOSITS <br> (WITHDRAWALS) | FUTURE VALUE <br> AT BOND YIELD <br> 6.3726\% | ALLOWABLE EARNINGS |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 6 | 1 | 18 / | 2018 | BEGINNING BALANCE |  | 0.00 | 737,662.44 | 1,001,200.84 | 263,538.40 |
| 6 | 1 | 18 / | 2018 | INTEREST ACCRUAL REVERSAL |  | (592.09) | 0.00 | 0.00 | 0.00 |
| 7 | 1 | 21 | 2018 | RESERVE ACCOUNT |  | 1,015.79 | 0.00 | 0.00 | 0.00 |
| 8 | 1 | $1 /$ | 2018 | RESERVE ACCOUNT |  | 1,097.90 | 0.00 | 0.00 | 0.00 |
| 9 | , | 41 | 2018 | RESERVE ACCOUNT |  | 1,123.97 | 0.00 | 0.00 | 0.00 |
| 10 |  | $1 /$ | 2018 | RESERVE ACCOUNT |  | 1,133.13 | 0.00 | 0.00 | 0.00 |
| 11 | 1 | $1 /$ | 2018 | RESERVE ACCOUNT |  | 1,286.73 | 0.00 | 0.00 | 0.00 |
| 12 |  | 31 | 2018 | RESERVE ACCOUNT |  | 1,281.40 | 0.00 | 0.00 | 0.00 |
| 12 | 1 | 11 / | 2018 | RESERVE ACCOUNT |  | 0.00 | $(6,020.51)$ | $(7,928.75)$ | $(1,908.24)$ |
| 1 | 1 | 21 | 2019 | RESERVE ACCOUNT |  | 1,377.88 | 0.00 | 0.00 | 0.00 |
| 2 | 1 | $1 /$ | 2019 | RESERVE ACCOUNT |  | 1,438.98 | 0.00 | 0.00 | 0.00 |
| 3 |  | $1 /$ | 2019 | RESERVE ACCOUNT |  | 1,290.97 | 0.00 | 0.00 | 0.00 |
| 3 | 1 | 19 / | 2019 | RESERVE ACCOUNT |  | 0.00 | $(7,809.09)$ | $(10,110.09)$ | $(2,301.00)$ |
| 4 | 1 | $1 /$ | 2019 | RESERVE ACCOUNT |  | 1,437.43 | 0.00 | 0.00 | 0.00 |
| 5 | 1 | $1 /$ | 2019 | RESERVE ACCOUNT |  | 1,393.16 | 0.00 | 0.00 | 0.00 |
| 6 |  | 31 | 2019 | RESERVE ACCOUNT |  | 1,423.37 | 0.00 | 0.00 | 0.00 |
| 7 | 1 | $1 /$ | 2019 | RESERVE ACCOUNT |  | 1,352.29 | 0.00 | 0.00 | 0.00 |
| 8 |  | $1 /$ | 2019 | RESERVE ACCOUNT |  | 1,389.05 | 0.00 | 0.00 | 0.00 |
| 9 | 1 | 31 | 2019 | RESERVE ACCOUNT |  | 1,255.00 | 0.00 | 0.00 | 0.00 |
| 9 | 1 | 261 | 2019 | RESERVE ACCOUNT |  | 0.00 | $(8,250.30)$ | $(10,338.86)$ | $(2,088.56)$ |
| 10 | 1 | $1 /$ | 2019 | RESERVE ACCOUNT |  | 1,194.23 | 0.00 | 0.00 | 0.00 |
| 11 |  | $1 /$ | 2019 | RESERVE ACCOUNT |  | 1,085.32 | 0.00 | 0.00 | 0.00 |
| 12 | / | 21 | 2019 | RESERVE ACCOUNT |  | 947.33 | 0.00 | 0.00 | 0.00 |
| 1 | 1 | 21 | 2020 | RESERVE ACCOUNT |  | 939.51 | 0.00 | 0.00 | 0.00 |
| 2 | 1 | 31 | 2020 | RESERVE ACCOUNT |  | 918.72 | 0.00 | 0.00 | 0.00 |
| 3 |  | 21 | 2020 | RESERVE ACCOUNT |  | 858.44 | 0.00 | 0.00 | 0.00 |
| 3 | 1 | 20 / | 2020 | RESERVE ACCOUNT |  | 0.00 | $(5,943.55)$ | $(7,225.72)$ | $(1,282.17)$ |
| 4 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 473.83 | 0.00 | 0.00 | 0.00 |
| 5 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 97.81 | 0.00 | 0.00 | 0.00 |
| 6 | / | $1 /$ | 2020 | RESERVE ACCOUNT |  | 49.11 | 0.00 | 0.00 | 0.00 |

## SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

| $6 /$ | $18 /$ | 2013 | ISSUE DATE |
| :--- | ---: | :--- | :--- | :--- |
| $6 /$ | $18 /$ | 2018 | BEGINNING OF COMPUTATION PERIOD |
| $5 /$ | $1 /$ | 2023 | COMPUTATION DATE |


| DATE |  |  |  | FUND/ACCOUNT | ```INVESTMENT VALUE AT COMPUTATION DATE``` | EARNINGS ON INVESTMENTS | OTHER DEPOSITS <br> (WITHDRAWALS) | FUTURE VALUE <br> AT BOND YIELD $6.3726 \%$ | ALLOWABLE EARNINGS |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 7 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 34.77 | 0.00 | 0.00 | 0.00 |
| 8 | 1 | 31 | 2020 | RESERVE ACCOUNT |  | 37.45 | 0.00 | 0.00 | 0.00 |
| 9 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 33.79 | 0.00 | 0.00 | 0.00 |
| 9 | 1 | $21 /$ | 2020 | RESERVE ACCOUNT |  | 0.00 | (726.76) | (856.11) | (129.35) |
| 10 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 21.73 | 0.00 | 0.00 | 0.00 |
| 11 | 1 | 21 | 2020 | RESERVE ACCOUNT |  | 21.45 | 0.00 | 0.00 | 0.00 |
| 12 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 15.70 | 0.00 | 0.00 | 0.00 |
| 1 | 1 | 4 / | 2021 | RESERVE ACCOUNT |  | 16.22 | 0.00 | 0.00 | 0.00 |
| 2 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 16.21 | 0.00 | 0.00 | 0.00 |
| 3 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 16.35 | 0.00 | 0.00 | 0.00 |
| 4 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 18.07 | 0.00 | 0.00 | 0.00 |
| 5 | 1 | 31 | 2021 | RESERVE ACCOUNT |  | 11.47 | 0.00 | 0.00 | 0.00 |
| 5 | 1 | 41 | 2021 | RESERVE ACCOUNT |  | 0.00 | (107.66) | (121.99) | (14.33) |
| 6 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 6.60 | 0.00 | 0.00 | 0.00 |
| 7 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 6.04 | 0.00 | 0.00 | 0.00 |
| 8 | 1 | 21 | 2021 | RESERVE ACCOUNT |  | 6.24 | 0.00 | 0.00 | 0.00 |
| 9 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 6.24 | 0.00 | 0.00 | 0.00 |
| 10 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 6.04 | 0.00 | 0.00 | 0.00 |
| 11 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 0.00 | (54.66) | (60.05) | (5.39) |
| 11 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 6.24 | 0.00 | 0.00 | 0.00 |
| 12 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 6.03 | 0.00 | 0.00 | 0.00 |
| 12 | 1 | 29 / | 2021 | RESERVE ACCOUNT |  | 0.07 | 0.00 | 0.00 | 0.00 |
| 1 | 1 | 31 | 2022 | RESERVE ACCOUNT |  | 6.24 | 0.00 | 0.00 | 0.00 |
| 2 | 1 | $1 /$ | 2022 | RESERVE ACCOUNT |  | 6.24 | 0.00 | 0.00 | 0.00 |
| 3 | 1 | $1 /$ | 2022 | RESERVE ACCOUNT |  | 5.63 | 0.00 | 0.00 | 0.00 |
| 4 | 1 | $1 /$ | 2022 | RESERVE ACCOUNT |  | 55.41 | 0.00 | 0.00 | 0.00 |
| 5 | 1 | 21 | 2022 | RESERVE ACCOUNT |  | 135.15 | 0.00 | 0.00 | 0.00 |
| 5 | 1 | 51 | 2022 | RESERVE ACCOUNT |  | 0.00 | (36.49) | (38.83) | (2.34) |
| 6 | 1 | $1 /$ | 2022 | RESERVE ACCOUNT |  | 351.08 | 0.00 | 0.00 | 0.00 |
| 7 | 1 | $1 /$ | 2022 | RESERVE ACCOUNT |  | 586.06 | 0.00 | 0.00 | 0.00 |

\$9,300,000 STONEYBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT (OSCEOLA COUNTY, FLORIDA) SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2013 (ASSESSMENT AREA ONE PROJECT)

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

| 6 | $/$ | 18 | $/$ | 2013 |
| :--- | :--- | :--- | :--- | :--- |
| 6 | ISSUE DATE | 18 | $/$ | 2018 |
| 5 | $/$ | 1 | BEGINNING OF COMPUTATION PERIOD |  |
|  | 2023 | COMPUTATION DATE |  |  |



# Stoneybrook South Community Development District 

\$14,785,000 Stoneybrook South Community
Development District (Osceola County, Florida)
Special Assessment Bonds, Series 2014 (Assessment Area Two-A Project)

For the period ended June 11, 2023

LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
\#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

July 13, 2023

Stoneybrook South Community Development District c/o Governmental Management Services-CF, LLC
1408 Hamlin Avenue, Unit E
St. Cloud, Florida 34771
Re: $\$ 14,785,000$ Stoneybrook South Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2014 (Assessment Area Two-A Project) ("Bonds")

Stoneybrook South Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended June 11, 2023 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebate Requirement for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

In order to prepare these computations, we were provided by the Client with and have relied upon certain closing documents for the Bonds and investment earnings information on the proceeds of the Bonds during the Computation Period. The attached schedule is based upon the aforementioned information provided to us. The assumptions and computational methods we used in the preparation of the schedule are described in the Summary of Notes, Assumptions, Definitions and Source Information. A brief description of the schedule is also attached.

The results of our computations indicate a negative Cumulative Rebate Requirement of $\$(2,066,363.93)$ at June 11, 2023. As such, no amount must be on deposit in the Rebate Fund.

As specified in the Form 8038G, the calculations have been performed based upon a Bond Yield of $5.4541 \%$. Accordingly, we have not recomputed the Bond Yield.

The scope of our engagement was limited to the preparation of a mathematically accurate Rebate Requirement for the Bonds for the Computation Period based on the information provided to us. The Rebate Requirement has been determined as described in the Code, and regulations promulgated thereunder ("Regulations"). We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

## LLS Tax Solutions Inc.

# SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE 

Stoneybrook South Community Development District

July 13, 2023
\$14,785,000 Special Assessment Bonds, Series 2014 (Assessment Area Two-A Project)
For the period ended June 11, 2023

## NOTES AND ASSUMPTIONS

1. The issue date of the Bonds is June 12, 2014.
2. The end of the first Bond Year for the Bonds is June 11, 2015.
3. Computations of yield are based upon a 30-day month, a 360-day year and semiannual compounding.
4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under Section 148(f) of the Code are shown in the attached schedule.
5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebate Requirement for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.
6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebate Requirement for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.
7. Ninety percent (90\%) of the Rebate Requirement as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebate Requirement as of the Next Computation Date will not be the Rebate Requirement reflected herein, but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100\%) of the unpaid Rebate Requirement computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.
8. For purposes of determining what constitutes an "issue" under Section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

# SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE 

Stoneybrook South Community Development District

July 13, 2023
\$14,785,000 Special Assessment Bonds, Series 2014 (Assessment Area Two-A Project)
For the period ended June 11, 2023

## NOTES AND ASSUMPTIONS (cont’d)

9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the "present value" method of valuation that is described in the Regulations.
10. No provision has been made in this report for any debt service fund. Under Section 148(f)(4)(A) of the Code, a "bona fide debt service fund" for public purpose bonds issued after November 10, 1988, is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.
11. The Bonds were issued to provide funds to the District that will be used to: (i) pay the costs of certain offsite road way improvements, stormwater management and control facilities, including earthwork and acquisition of certain interest in land, water and wastewater systems, landscaping and irrigation in public rights-of-way, entrance features, and related soft and incidental costs (collectively, the "Assessment Area Two-A Project"), (ii) fund the Assessment Area Two-A Reserve Account of the Reserve Fund in an amount equal to the Assessment Area Two-A Reserve Requirement, (iii) pay interest on the Assessment Area Two-A Bonds through at least November 1, 2014, and (iv) pay the costs of issuance of the Assessment Area Two-A Bonds.

# SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE 

Stoneybrook South Community Development District
July 13, 2023
\$14,785,000 Special Assessment Bonds, Series 2014 (Assessment Area Two-A Project)
For the period ended June 11, 2023

## DEFINITIONS

1. Bond Year: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.
2. Bond Yield: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.
3. Allowable Earnings: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.
4. Computation Date Credit: A credit allowed by the Regulations as a reduction to the Rebate Requirement on certain prescribed dates.
5. Rebate Requirement: The excess of actual earnings over Allowable Earnings and Computation Date Credits.
6. Issue Price: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, $10 \%$ is a substantial portion.

## SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Stoneybrook South Community Development District July 13, 2023
\$14,785,000 Special Assessment Bonds, Series 2014 (Assessment Area Two-A Project)
For the period ended June 11, 2023

## SOURCE INFORMATION

Bonds
Closing Date
Bond Yield
Investments
Principal and Interest Receipt Amounts and Dates

Investment Dates and Purchase Prices

Source
Form 8038G
Form 8038G
Source
Trust Statements

Trust Statements

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Stoneybrook South Community Development District
July 13, 2023
\$14,785,000 Special Assessment Bonds, Series 2014 (Assessment Area Two-A Project)
For the period ended June 11, 2023

## DESCRIPTION OF SCHEDULE

## SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

Schedule 1 sets forth the amount of interest receipts and gains/losses on sales of investments and the calculation of the Rebate Requirement.
\$14,785,000 STONEYBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT (OSCEOLA COUNTY, FLORIDA) SPECIAL ASSESSMENT BONDS, SERIES 2014 (ASSESSMENT AREA TWO-A PROJECT)

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

| 6 | $/$ | 12 | $/$ | 2014 | ISSUE DATE |
| :--- | :--- | :--- | :--- | :--- | :--- |
| 6 | $/$ | 12 | $/$ | 2019 | BEGINNING OF COMPUTATION PERIOD |
| 6 | $/$ | 11 | $/$ | 2023 | COMPUTATION DATE |

6 / 12 / 2019
6 / 11 / 2023
COMPUTATION DATE

| DATE |  |  |  | FUND/ACCOUNT | INVESTMENT VALUE AT COMPUTATION DATE | EARNINGS ON <br> INVESTMENTS | OTHER DEPOSITS (WITHDRAWALS) | FUTURE VALUE AT BOND YIELD 5.4541\% | ALLOWABLE EARNINGS |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 6 | 1 | 12 / | 2019 | BEGININING BALANCE |  | 0.00 | 603,877.85 | 748,794.62 | 144,916.77 |
| 6 | 1 | 12 / | 2019 | INTEREST ACCRUAL REVERSAL |  | (401.89) | 0.00 | 0.00 | 0.00 |
| 7 | 1 | $1 /$ | 2019 | RESERVE ACCOUNT |  | 1,104.98 | 0.00 | 0.00 | 0.00 |
| 8 | 1 | $1 /$ | 2019 | RESERVE ACCOUNT |  | 1,135.02 | 0.00 | 0.00 | 0.00 |
| 9 | 1 | 31 | 2019 | RESERVE ACCOUNT |  | 1,025.48 | 0.00 | 0.00 | 0.00 |
| 10 | 1 | $1 /$ | 2019 | RESERVE ACCOUNT |  | 977.53 | 0.00 | 0.00 | 0.00 |
| 11 | 1 | $1 /$ | 2019 | RESERVE ACCOUNT |  | 896.79 | 0.00 | 0.00 | 0.00 |
| 12 | 1 | 21 | 2019 | RESERVE ACCOUNT |  | 782.77 | 0.00 | 0.00 | 0.00 |
| 1 | 1 | 21 | 2020 | RESERVE ACCOUNT |  | 776.30 | 0.00 | 0.00 | 0.00 |
| 2 | 1 | 31 | 2020 | RESERVE ACCOUNT |  | 759.13 | 0.00 | 0.00 | 0.00 |
| 3 | 1 | 21 | 2020 | RESERVE ACCOUNT |  | 709.32 | 0.00 | 0.00 | 0.00 |
| 3 | 1 | 201 | 2020 | RESERVE ACCOUNT |  | 0.00 | $(11,643.28)$ | $(13,849.77)$ | $(2,206.49)$ |
| 4 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 390.80 | 0.00 | 0.00 | 0.00 |
| 5 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 79.92 | 0.00 | 0.00 | 0.00 |
| 6 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 40.13 | 0.00 | 0.00 | 0.00 |
| 7 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 28.41 | 0.00 | 0.00 | 0.00 |
| 8 | 1 | 31 | 2020 | RESERVE ACCOUNT |  | 30.60 | 0.00 | 0.00 | 0.00 |
| 9 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 27.61 | 0.00 | 0.00 | 0.00 |
| 9 | 1 | 21 / | 2020 | RESERVE ACCOUNT |  | 0.00 | (597.47) | (691.72) | (94.25) |
| 10 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 17.76 | 0.00 | 0.00 | 0.00 |
| 11 | 1 | 21 | 2020 | RESERVE ACCOUNT |  | 17.52 | 0.00 | 0.00 | 0.00 |
| 12 | 1 | $1 /$ | 2020 | RESERVE ACCOUNT |  | 12.83 | 0.00 | 0.00 | 0.00 |
| 1 | 1 | 41 | 2021 | RESERVE ACCOUNT |  | 13.25 | 0.00 | 0.00 | 0.00 |
| 2 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 13.24 | 0.00 | 0.00 | 0.00 |
| 3 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 13.36 | 0.00 | 0.00 | 0.00 |
| 4 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 14.76 | 0.00 | 0.00 | 0.00 |
| 5 | 1 | 31 | 2021 | RESERVE ACCOUNT |  | 9.37 | 0.00 | 0.00 | 0.00 |
| 5 | 1 | 41 | 2021 | RESERVE ACCOUNT |  | 0.00 | (87.96) | (98.50) | (10.54) |
| 6 | 1 | 1 / | 2021 | RESERVE ACCOUNT |  | 5.39 | 0.00 | 0.00 | 0.00 |
| 7 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 4.93 | 0.00 | 0.00 | 0.00 |
| 8 |  | 21 | 2021 | RESERVE ACCOUNT |  | 5.10 | 0.00 | 0.00 | 0.00 |
| 9 |  | $1 /$ | 2021 | RESERVE ACCOUNT |  | 5.09 | 0.00 | 0.00 | 0.00 |
| 10 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 4.93 | 0.00 | 0.00 | 0.00 |
| 11 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 0.00 | (44.64) | (48.68) | (4.04) |
| 11 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 5.10 | 0.00 | 0.00 | 0.00 |
| 12 | 1 | $1 /$ | 2021 | RESERVE ACCOUNT |  | 4.93 | 0.00 | 0.00 | 0.00 |

\$14,785,000 STONEYBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT (OSCEOLA COUNTY, FLORIDA) SPECIAL ASSESSMENT BONDS, SERIES 2014 (ASSESSMENT AREA TWO-A PROJECT)

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

| 6 | $/$ | 12 | $/$ | 2014 |
| :--- | :--- | :--- | :--- | :--- |
| 6 | $/$ | 12 | $/$ | 2019 |
| 6 | $/$ | 11 | $/$ | 2023 | ISSUE DATE COMINNING OF COMPUTATION PERIOD

6 / 12 / 2019
6 / 11 / 2023
BEGINNING OF COMPUTATION PERIOD
COMPUTATION DATE


## ACTUAL EARNINGS

ALLOWABLE EARNINGS
30,100.95

REBATE REQUIREMENT
FUTURE VALUE OF 6/11/2019 CUMULATIVE REBATE REQUIREMENT FUTURE VALUE OF 6/11/2020 COMPUTATION DATE CREDIT FUTURE VALUE OF 6/11/2021 COMPUTATION DATE CREDIT FUTURE VALUE OF 6/11/2022 COMPUTATION DATE CREDIT COMPUTATION DATE CREDIT

CUMULATIVE REBATE REQUIREMENT
$(2,066,363.93)$
(112,346.97) (1,946,075.20) $(2,068.34)$ $(1,982.25)$ $(1,931.17)$ (1,960.00)

## Section D

# BOARD OF SUPERVISORS MEETING DATES STONEYBROOK SOUTH COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024 

The Board of Supervisors of the Stoneybrook South Community Development District will hold their regular meetings for Fiscal Year 2024 at 10:00 a.m., at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896, on the first Monday of every other month, unless otherwise indicated, as follows:

October 2, 2023
December 4, 2023
February 5, 2024
April 1, 2024
June 3, 2024
August 5, 2024
The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services - Central Florida, LLC

## SECTION VII

## Section B

## Section 1

June 6, 2023

Mr. George S. Flint, District Manager
Stoneybrook South Community Development District
Government Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

## RE: Master Trust Indenture <br> Stoneybrook South Community Development District Annual Project Inspection Report

Dear Mr. Flint:
In accordance with section 9.21 of the Stoneybrook South Community Development District's Master Trust Indenture, an annual inspection is required to report on whether the project in being maintained in good repair, working order, and condition.

This letter is to confirm that Hamilton Engineering \& Surveying, LLC inspected the facilities that are owned and maintained by the District on June 1, 2023. Based on this inspection, the constructed portions of the project are in good condition and are well maintained. No deficiencies were observed within the master stormwater management system that would preclude its normal operation. Minor maintenance items have been identified and a list has been sent to the District Manager for review and completion. Generally, the project is in excellent condition.

We reviewed the Operation and Maintenance budget for Fiscal Year 2023 and believe that it is sufficient for the proper operation and maintenance of the District's infrastructure. Regarding property insurance, we have reviewed the current policy coverage and limits and believe this to be adequate for the community.

If you have any questions or concerns, please do not hesitate to contact my office.

Sincerely,
Hamilton Engineering \& Surveying, LLC


## Section 2



Fremont-Wright, LLC
813 Ridge Lake Blvd.
Memphis, TN 38120
Phone: (901) 425-9204
www.fremontwright.com

June 28, 2023
Stoneybrook South at ChampionsGate Community Development District
Stoneybrook South Community Development District
Shingle Creek Community Development District
Shingle Creek at Bronson Community Development District
Old Hickory Community Development District
Knightsbridge Community Development District
219 E. Livingston Street
Orlando, FL 32801
Attn: District Manager
Latham, Luna, Eden \& Beaudine
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Jan A. Carpenter

## To Whom It May Concern:

On June 3, 2019, Stoneybrook South at ChampionsGate Community Development District (the "District") entered an Agreement for Professional Engineering Services with Hamilton Engineering \& Surveying, Inc. ("Agreement"). Hamilton Engineering \& Surveying, Inc. ("Hamilton") is a wholly owned subsidiary of Fremont-Wright, LLC ("Freemont-Wright"), which owns various architecture, engineering, and surveying companies across the country. Freemont-Wright recently transferred some of the Hamilton employees to an affiliate, Madden, Moorhead, \& Stokes, LLC ("MMS"), which is also a wholly owned subsidiary of FreemontWright. Accordingly, we are writing to request that the District consent in writing pursuant to Article 21 of the Agreement to an assignment of the Agreement from Hamilton to MMS. There will be no change or disruption in the professionals working on the project. The sole reason for this request is for billing and accounting efficiency, as the alternative is for Hamilton to enter a subcontractor agreement with MMS for the ongoing project. Thank you in advance for the consideration, and please let me know if any additional information is needed.

Sincerely,


Geoff Wyonzek Chief Operating Officer
Fremont-Wright, LLC

## Section D

## Stoneybrook South Community Development District



August 7, 2023
Alan Scheerer - Field Services Manager
GMS

## Stoneybrook South

Community Development District

## Field Management Report

## August 7, 2023

| To: | George Flint |
| :--- | :--- |
|  | District Manager |
| From: | Alan Scheerer |
|  | Field Services Manager |

RE: $\quad$ Stoneybrook South CDD- August 7, 2023
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.


All monument lights are working as of this report.


## Completed Items



Two palm trees near the traffic circle have been replaced with Sable Palms.


Staff continues to meet with DTE to review the property and all landscape and irrigation.
Repairs to irrigation system completed as approved.
F\&P crews continue to work on turf and plants.
Selective weed control on St. Augustine property wide.
Dry ponds are being disked.
We have begun removing Juniper at some of the entrances. I am working with DTE on a replacement plan.

Lorapetlum was replaced at the entrance.
Staff met with DTE on August 1, 2023 to do a walk of the property prior to the contract ending. The HOA is doing the same.

Staff will also meet with Flora Lawn prior to the start of their new contract to go over areas of responsibilities. The HOA is doing the same.

Staff replacing lights in neighborhood monuments. There were three out as of this report.

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 Thank you.

Respectfully,
Alan Scheerer


[^0]:    Stoneybrook South at ChampionsGate Community Development District Stoneybrook South Community Development District
    Tri-Party Landscape Maintenance Agreement (Floralawn, Inc. - 2023)

[^1]:    Stoneybrook South at ChampionsGate Community Development District Stoneybrook South Community Development District
    Tri-Party Landscape Maintenance Agreement (Floralawn, Inc. - 2023)

[^2]:    Stoneybrook South at ChampionsGate Community Development District Stoneybrook South Community Development District
    Tri-Party Landscape Maintenance Agreement (Floralawn, Inc. - 2023)

[^3]:    Stoneybrook South at ChampionsGate Community Development District Stoneybrook South Community Development District
    Tri-Party Landscape Maintenance Agreement (Floralawn, Inc. - 2023)

[^4]:    Stoneybrook South at ChampionsGate Community Development District Stoneybrook South Community Development District
    Tri-Party Landscape Maintenance Agreement (Floralawn, Inc. - 2023)

[^5]:    Stoneybrook South at ChampionsGate Community Development District Stoneybrook South Community Development District
    Tri-Party Landscape Maintenance Agreement (Floralawn, Inc. - 2023)

[^6]:    Stoneybrook South at ChampionsGate Community Development District Stoneybrook South Community Development District
    Tri-Party Landscape Maintenance Agreement (Floralawn, Inc. - 2023)

[^7]:    Stoneybrook South at ChampionsGate Community Development District Stoneybrook South Community Development District
    Tri-Party Landscape Maintenance Agreement (Floralawn, Inc. - 2023)

