

STONEYBROOK

COMMUNITY DEVELOPMENT DISTRICT

January 28, 2025

BOARD OF SUPERVISORS

**REGULAR MEETING
AGENDA**

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Stoneybrook Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-free: (877) 276-0889

January 21, 2025

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors
Stoneybrook Community Development District

Dear Board Members:

NOTE: 5-Minute Speaker Limit; 30-Minute Topic

The Board of Supervisors of the Stoneybrook Community Development District will hold a Regular Meeting on January 28, 2025 at 9:00 a.m., at the Stoneybrook Community Center, 11800 Stoneybrook Golf Boulevard, Estero, Florida 33928. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*5 Minutes*)
3. Administration of Oath of Office to Newly Elected Supervisor Chris Brady - Seat 2 (*the following to be provided in separate package*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Ratification of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date
5. Presentation of Stoneybrook Community Development District's Audited Financial Report for Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates
6. Consideration of Resolution 2025-03, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023
7. District Engineer Staff Report: *Johnson Engineering, Inc.*

8. Golf Course Staff Reports
 - A. Golf Superintendent
 - B. Golf Pro
9. Board Member Reports
 - A. Phil Simonsen
 - Update: Golf Course Redo
 - Update: Golf Course Grounds
 - B. Phil Olive
 - Update: Common Grounds
 - Update: Duffy's
 - Repair of Fencing Surrounding Community to Lessen Opportunity of Bears/Hogs Encroachment on Golf Course
 - C. Chris Brady
 - Update: Email and Other Communications
 - D. Adam Dalton
 - Update: Revenues
 - Update: Roof with Wildcat and Insurance Issues
 - E. Eileen Huff
 - Update: Expenses via QuickBooks
 - Update: Maintenance Department
10. Consideration: Hurricane Ian Roof Claims Representation Agreement
11. Consideration of Community Development District Systems and Facilities Operation and Maintenance Agreement
12. Continued Discussion: Lancaster Run Conveyance to District
13. Consideration/Authorization to Pursue RFQ for Golf Course Design, Engineering and Construction Management Services for Golf Course Rehabilitation Project
14. Acceptance of Unaudited Financial Statements as of December 31, 2024

15. Approval of December 10, 2024 Public Hearing and Regular Meeting Minutes

16. Staff Reports

A. District Counsel: *Tony Pires, Esquire*

- Update: Duffy's Balance Report

B. District Manager: *Wrathell, Hunt and Associates, LLC*

I. Irrigation Reports

- a. High Irrigation Users
- b. Irrigation Disconnect

II. UPCOMING WORKSHOP/MEETING

- January 28, 2025 at 5:30 PM [Joint Workshop with Homeowner's Association]
- February 25, 2025 at 6:00 PM [Regular Meeting]

○ QUORUM CHECK

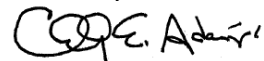
SEAT 1	PHILIP SIMONSEN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	CHRIS BRADY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	PHIL OLIVE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	ADAM DALTON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	EILEEN HUFF	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

17. Supervisors' Requests

18. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E. Adams, Jr.
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2025-01

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

WHEREAS, the Stoneybrook 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 District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective December 10, 2024:

Eileen Huff is elected Chair

Chris Brady is elected Vice Chair

Adam Dalton is elected Assistant Secretary

Phil Simonsen is elected Assistant Secretary

Phil Olive is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of December 10, 2024:

Thomas Syroczyński Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Chesley (Chuck) E. Adams, Jr is Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 10TH DAY OF DECEMBER, 2024.

ATTEST:

**STONEBROOK COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chair/Vice Chair, Board of Supervisors

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

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**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Stoneybrook Community Development District
Lee County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities and each major fund of Stoneybrook Community Development District, Lee County, Florida (the "District") as of and for the fiscal year ended September 30, 2023 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities and each major fund of the District as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 18, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



December 18, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Stoneybrook Community Development District, Lee County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities plus deferred inflows of resources at the close of the fiscal year ended September 30, 2023 resulting in a net position of \$14,177,954.
- The change in the District's total net position in comparison with the prior fiscal year was \$160,925, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2023, the District's governmental funds reported combined ending fund balances of \$5,193,853, a decrease of (\$498,625) in comparison with the prior fiscal year. A portion of the fund balance is restricted for debt service, capital projects and special revenue, assigned for catastrophe reserve, working capital, and subsequent year's expenditures and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the District that are principally supported by assessments (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the District include general government and maintenance operations. The business-type activities of the District include a golf course operation and an irrigation operation.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into two categories: governmental funds and proprietary funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains four individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, capital projects fund, and special revenue fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Proprietary Funds

The District maintains one type of proprietary fund, enterprise funds. An enterprise fund is used to report the same function presented as business-type activities in the government-wide financial statements. The District maintains two enterprise funds. The District uses the golf course fund to account for the operations of the golf course and related recreational facilities and uses the irrigation fund to account for the operations of the irrigation services within the District.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities plus deferred inflows of resources at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION					
	SEPTEMBER 30,					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and other assets	\$ 5,732,687	\$ 6,385,692	\$ 969,677	\$ 867,291	\$ 6,702,364	\$ 7,252,983
Capital assets, net of depreciation	15,929,934	15,788,367	5,927,227	6,429,197	21,857,161	22,217,564
Total assets	21,662,621	22,174,059	6,896,904	7,296,488	28,559,525	29,470,547
Current liabilities	243,858	139,238	456,846	530,070	700,704	669,308
Long-term liabilities	11,806,946	12,313,823	1,352,533	1,788,572	13,159,479	14,102,395
Total liabilities	12,050,804	12,453,061	1,809,379	2,318,642	13,860,183	14,771,703
Deferred inflow of resources	521,388	681,815	-	-	521,388	681,815
Net position						
Net investment in capital assets	7,762,150	7,520,978	4,643,956	4,709,185	12,406,106	12,230,163
Restricted	498,333	580,923	347,071	333,602	845,404	914,525
Unrestricted	829,946	937,282	96,498	(64,941)	926,444	872,341
Total net position	\$ 9,090,429	\$ 9,039,183	\$ 5,087,525	\$ 4,977,846	\$ 14,177,954	\$ 14,017,029

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION					
	FOR THE FISCAL YEAR ENDED SEPTEMBER 30,					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues						
Charges for services	\$ 1,759,409	\$ 1,048,630	\$ 4,317,134	\$ 3,819,196	\$ 6,076,543	\$ 4,867,826
Operating grants and contributions	198,717	10,517	-	-	198,717	10,517
Capital grants and contributions	30,861	2,738	-	-	30,861	2,738
General revenues						
Unrestricted investment earnings	306	236	11,219	972	11,525	1,208
Miscellaneous revenue	72	23,693	-	-	72	23,693
Loss on inventory write down	-	-	53	(137,292)	53	(137,292)
Total revenues	<u>1,989,365</u>	<u>1,085,814</u>	<u>4,328,406</u>	<u>3,682,876</u>	<u>6,317,771</u>	<u>4,768,690</u>
Expenses:						
General government	170,798	194,756	-	-	170,798	194,756
Maintenance and operations	1,134,742	483,667	-	-	1,134,742	483,667
Recreational	-	-	3,767,442	3,169,937	3,767,442	3,169,937
Irrigation services	-	-	353,411	360,225	353,411	360,225
Bond issue costs	44,875	429,281	-	-	44,875	429,281
Interest	587,704	153,813	97,874	114,202	685,578	268,015
Total expenses	<u>1,938,119</u>	<u>1,261,517</u>	<u>4,218,727</u>	<u>3,644,364</u>	<u>6,156,846</u>	<u>4,905,881</u>
Change in net position	<u>51,246</u>	<u>(175,703)</u>	<u>109,679</u>	<u>38,512</u>	<u>160,925</u>	<u>(137,191)</u>
Net position - beginning	9,039,183	9,214,886	4,977,846	4,939,334	14,017,029	14,154,220
Net position - ending	<u>\$ 9,090,429</u>	<u>\$ 9,039,183</u>	<u>\$ 5,087,525</u>	<u>\$ 4,977,846</u>	<u>\$ 14,177,954</u>	<u>\$ 14,017,029</u>

Governmental activities

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023 was \$1,938,119. The costs of the District's activities were primarily funded by program revenues. The increase in program revenues is primarily due to an increase in rental income and debt service assessments. The majority of the increase in expenses is due an increase in repair and maintenance expenses, including hurricane cleanup, and an increase in bond interest expenses.

Business-type activities

Business-type activities reflect the operations of the golf course and irrigation services of the District. Program revenues increased primarily due to an increase in golf revenues from memberships, public green fees, and range fees in the current fiscal year. The majority of the increase in expenses is due to increased costs of operating the Golf Course and Pro Shop, including increasing payroll costs.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2023 exceeded appropriations by \$210,543. The over expenditures were funded by available fund balance.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2023, the District had \$22,833,878 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$6,903,944 has been taken, which resulted in a net book value of \$15,929,934. The District's business-type activities reported net capital assets of \$5,927,227. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2023, the District had \$11,895,000 in Bonds outstanding for its governmental activities. For business-type activities, the District had Bonds outstanding of \$805,000; notes payable outstanding of \$93,554; and leases payable outstanding of \$453,979. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Stoneybrook Community Development District's Finance Department at 2300 Glades Road, Suite 410W Boca Raton, Florida 33431.

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

	Governmental Activities	Business type Activities	Total
ASSETS			
Cash	\$ 1,078,725	\$ 160,552	\$ 1,239,277
Accounts receivable	-	151,042	151,042
Assessments receivable	3,676	-	3,676
Leases receivable	536,289	-	536,289
Inventories	-	80,166	80,166
Prepays and deposits	-	24,011	24,011
Internal balances	(239,139)	239,139	-
Restricted assets:			
Investments	4,353,136	292,548	4,645,684
Cash	-	22,219	22,219
Capital assets:			
Nondepreciable	8,305,529	3,408,677	11,714,206
Depreciable, net	7,624,405	2,518,550	10,142,955
Total assets	<u>21,662,621</u>	<u>6,896,904</u>	<u>28,559,525</u>
LIABILITIES			
Accounts payable	17,446	421,150	438,596
Accrued interest payable	226,412	23,479	249,891
Customer deposits payable from restricted assets	-	12,217	12,217
Non-current liabilities:			
Due within one year	195,000	377,903	572,903
Due in more than one year	11,611,946	974,630	12,586,576
Total liabilities	<u>12,050,804</u>	<u>1,809,379</u>	<u>13,860,183</u>
DEFERRED INFLOWS OF RESOURCES			
Leases	521,388	-	521,388
NET POSITION			
Net investment in capital assets	7,762,150	4,643,956	12,406,106
Restricted for debt service	498,333	347,071	845,404
Unrestricted	829,946	96,498	926,444
Total net position	<u>\$ 9,090,429</u>	<u>\$ 5,087,525</u>	<u>\$ 14,177,954</u>

See notes to the financial statements

STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business type Activities	Total
Primary government:							
Governmental activities:							
General government	\$ 170,798	\$ 366,679	\$ -	\$ -	\$ 195,881	\$ -	\$ 195,881
Maintenance and operations	1,134,742	399,041	-	30,861	(704,840)	-	(704,840)
Bond issue costs	44,875	-	-	-	(44,875)	-	(44,875)
Interest on long-term debt	587,704	993,689	198,717	-	604,702	-	604,702
Total governmental activities	1,938,119	1,759,409	198,717	30,861	50,868	-	50,868
Business-type activities:							
Recreational	3,767,442	3,958,849	-	-	-	191,407	191,407
Irrigation services	353,411	358,285	-	-	-	4,874	4,874
Interest on long-term debt	97,874	-	-	-	-	(97,874)	(97,874)
Total business-type activities	4,218,727	4,317,134	-	-	-	98,407	98,407
General revenues:							
Unrestricted investment earnings					306	11,219	11,525
Miscellaneous revenue					72	-	72
Loss on inventory write down					-	53	53
Total general revenues					378	11,272	11,650
Change in net position					51,246	109,679	160,925
Net position - beginning					9,039,183	4,977,846	14,017,029
Net position - ending					\$ 9,090,429	\$ 5,087,525	\$ 14,177,954

See notes to the financial statements

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Major Funds				Total Governmental Funds
	General	Debt Service	Capital Projects	Special Revenue	
ASSETS					
Cash	\$ 775,079	\$ -	\$ -	\$ 303,646	\$ 1,078,725
Investments	-	633,518	3,719,618	-	4,353,136
Due from other funds	261,643	89,279	-	22,464	373,386
Lease receivable	-	-	-	536,289	536,289
Assessments receivable	1,728	1,948	-	-	3,676
Total assets	<u>\$ 1,038,450</u>	<u>\$ 724,745</u>	<u>\$ 3,719,618</u>	<u>\$ 862,399</u>	<u>\$ 6,345,212</u>
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 11,489	\$ -	\$ -	\$ 5,957	\$ 17,446
Due to other funds	532,069	-	80,456	-	612,525
Total liabilities	<u>543,558</u>	<u>-</u>	<u>80,456</u>	<u>5,957</u>	<u>629,971</u>
Deferred inflow of resources:					
Leases	-	-	-	521,388	521,388
Fund balances:					
Restricted for:					
Debt service	-	724,745	-	-	724,745
Capital projects	-	-	3,639,162	-	3,639,162
Special revenue	-	-	-	335,054	335,054
Assigned to:					
Catastrophe reserve	250,000	-	-	-	250,000
Subsequent year's expenditures	50,000	-	-	-	50,000
Working capital	186,837	-	-	-	186,837
Unassigned	8,055	-	-	-	8,055
Total fund balances	<u>494,892</u>	<u>724,745</u>	<u>3,639,162</u>	<u>335,054</u>	<u>5,193,853</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 1,038,450</u>	<u>\$ 724,745</u>	<u>\$ 3,719,618</u>	<u>\$ 862,399</u>	<u>\$ 6,345,212</u>

See notes to the financial statements

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

Total fund balances - governmental funds \$ 5,193,853

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	22,833,878	
Accumulated depreciation	<u>(6,903,944)</u>	15,929,934

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(226,412)	
Bonds payable	<u>(11,806,946)</u>	<u>(12,033,358)</u>
Net position of governmental activities		<u><u>\$ 9,090,429</u></u>

See notes to the financial statements

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Major Funds				Total Governmental Funds
	General	Debt Service	Capital Projects	Special Revenue	
REVENUES					
Assessments	\$ 366,679	\$ 993,689	\$ -	\$ -	\$ 1,360,368
Interest and other income	306	24,819	173,898	30,861	229,884
Miscellaneous revenue	72	-	-	399,041	399,113
Total revenues	<u>367,057</u>	<u>1,018,508</u>	<u>173,898</u>	<u>429,902</u>	<u>1,989,365</u>
EXPENDITURES					
Current:					
General government	153,852	-	-	16,946	170,798
Maintenance and operations	620,422	-	-	134,204	754,626
Debt service:					
Principal	-	510,000	-	-	510,000
Interest	-	486,008	-	-	486,008
Bond issue costs	-	44,875	-	-	44,875
Capital outlay	-	-	521,683	-	521,683
Total expenditures	<u>774,274</u>	<u>1,040,883</u>	<u>521,683</u>	<u>151,150</u>	<u>2,487,990</u>
Excess (deficiency) of revenues over (under) expenditures	(407,217)	(22,375)	(347,785)	278,752	(498,625)
OTHER FINANCING SOURCES (USES)					
Transfers in (out)	21,129	38,358	(59,487)	-	-
Total other financing sources (uses)	<u>21,129</u>	<u>38,358</u>	<u>(59,487)</u>	<u>-</u>	<u>-</u>
Net change in fund balances	(386,088)	15,983	(407,272)	278,752	(498,625)
Fund balances - beginning	<u>880,980</u>	<u>708,762</u>	<u>4,046,434</u>	<u>56,302</u>	<u>5,692,478</u>
Fund balances - ending	<u>\$ 494,892</u>	<u>\$ 724,745</u>	<u>\$ 3,639,162</u>	<u>\$ 335,054</u>	<u>\$ 5,193,853</u>

See notes to the financial statements

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Net change in fund balances - total governmental funds	\$	(498,625)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.		521,683
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.		510,000
The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements.		(98,573)
Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.		(3,123)
Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.		(380,116)
Change in net position of governmental activities	\$	<u>51,246</u>

See notes to the financial statements

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
STATEMENT OF NET POSITION - PROPRIETARY FUND
SEPTEMBER 30, 2023**

	Business-type Activities - Enterprise Funds		
	Golf Course	Irrigation	Total
ASSETS			
Current assets:			
Cash and equivalents	\$ 160,407	145	\$ 160,552
Accounts receivable	4,302	146,740	151,042
Due from other funds	462,646	-	462,646
Restricted assets:			
Cash	10,002	12,217	22,219
Investments	292,548	-	292,548
Inventories	80,166	-	80,166
Prepays and deposits	24,011	-	24,011
Total current assets	<u>1,034,082</u>	<u>159,102</u>	<u>1,193,184</u>
Noncurrent assets:			
Capital assets:			
Land and land improvements	3,408,677	-	3,408,677
Infrastructure	-	371,990	371,990
Golf course	4,142,194	-	4,142,194
Buildings and improvements	174,199	-	174,199
Machinery and equipment	1,185,937	559,258	1,745,195
Vehicles - Financed purchase	37,430	494,808	532,238
Right-to-use leased equipment	777,587	-	777,587
Less accumulated depreciation	(4,569,696)	(655,157)	(5,224,853)
Total capital assets (net of depreciation)	<u>5,156,328</u>	<u>770,899</u>	<u>5,927,227</u>
Total noncurrent assets	<u>5,156,328</u>	<u>770,899</u>	<u>5,927,227</u>
Total assets	<u>6,190,410</u>	<u>930,001</u>	<u>7,120,411</u>
LIABILITIES			
Current liabilities:			
Accounts payable	410,896	10,254	421,150
Due to other funds	22,464	201,043	223,507
Payable from restricted assets:			
Accrued bond interest payable	23,479	-	23,479
Bonds payable	130,000	-	130,000
Customer deposits payable	-	12,217	12,217
Leases payable	178,641	-	178,641
Notes payable	69,262	-	69,262
Total current liabilities	<u>834,742</u>	<u>223,514</u>	<u>1,058,256</u>
Noncurrent liabilities			
Notes payable	24,292	-	24,292
Leases payable	275,338	-	275,338
Bonds payable	675,000	-	675,000
Total noncurrent liabilities	<u>974,630</u>	<u>-</u>	<u>974,630</u>
Total liabilities	<u>1,809,372</u>	<u>223,514</u>	<u>2,032,886</u>
NET POSITION			
Net investment in capital assets	3,873,057	770,899	4,643,956
Restricted for debt service	279,071	68,000	347,071
Unrestricted	228,910	(132,412)	96,498
Total net position	<u>\$ 4,381,038</u>	<u>\$ 706,487</u>	<u>\$ 5,087,525</u>

See notes to the financial statements

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Business-type Activities - Enterprise Funds		
	Golf Course	Irrigation	Total
Operating revenues:			
Charges for services:			
Golf course	\$ 3,582,661	\$ -	\$ 3,582,661
Pro shop	214,197	-	214,197
Concession	161,991	-	161,991
Irrigation	-	231,993	231,993
Total operating revenues	<u>3,958,849</u>	<u>231,993</u>	<u>4,190,842</u>
Operating expenses:			
Golf course	2,084,644	-	2,084,644
Pro shop	653,082	-	653,082
Concession	186,315	-	186,315
Irrigation services	-	261,220	261,220
Administrative and other	386,949	13,158	400,107
Depreciation	456,452	79,033	535,485
Total operating expenses	<u>3,767,442</u>	<u>353,411</u>	<u>4,120,853</u>
Operating income (loss)	<u>191,407</u>	<u>(121,418)</u>	<u>69,989</u>
Nonoperating revenues (expenses):			
Assessments	-	126,292	126,292
Loss on inventory write down	53	-	53
Interest income	11,214	5	11,219
Interest expense	(97,874)	-	(97,874)
Total nonoperating revenues (expenses)	<u>(86,607)</u>	<u>126,297</u>	<u>39,690</u>
Change in net position	104,800	4,879	109,679
Net position - beginning	<u>4,276,238</u>	<u>701,608</u>	<u>4,977,846</u>
Net position - ending	<u>\$ 4,381,038</u>	<u>\$ 706,487</u>	<u>\$ 5,087,525</u>

See notes to the financial statements

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
STATEMENT OF CASH FLOWS - PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Golf Course	Irrigation	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	\$ 3,954,547	\$ 143,696	\$ 4,098,243
Payments to suppliers of goods and services	(3,159,343)	(515,466)	(3,674,809)
Net cash provided (used) by operating activities	<u>795,204</u>	<u>(371,770)</u>	<u>423,434</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Due from/to other funds	(382,037)	177,534	(204,503)
Loss on inventory write down	53	-	53
Assessments and fees	-	126,292	126,292
Net cash provided (used) by noncapital financing activities	<u>(381,984)</u>	<u>303,826</u>	<u>(78,158)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Purchase of capital assets	(33,515)	-	(33,515)
Principal paid on bonds and capital lease	(436,039)	-	(436,039)
Interest paid on bonds and capital lease	(101,665)	-	(101,665)
Net cash provided (used) by financing activities	<u>(571,219)</u>	<u>-</u>	<u>(571,219)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases of investments	(9,678)	-	(9,678)
Interest earnings	11,214	5	11,219
Net cash provided (used) by investing activities	<u>1,536</u>	<u>5</u>	<u>1,541</u>
Net increase (decrease) in cash and cash equivalents	(156,463)	(67,939)	(224,402)
Cash and cash equivalents - October 1	<u>326,872</u>	<u>80,301</u>	<u>407,173</u>
Cash and cash equivalents - September 30	<u>\$ 170,409</u>	<u>\$ 12,362</u>	<u>\$ 182,771</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Operating income (loss)	\$ 191,407	\$ (121,418)	\$ 69,989
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation expense	456,452	79,033	535,485
(Increase) decrease in accounts receivables	(4,302)	(88,297)	(92,599)
(Increase) decrease in inventories	3,144	-	3,144
(Increase) decrease in prepaid items	(23,152)	-	(23,152)
Increase (decrease) in accounts payable	171,655	(241,577)	(69,922)
Increase (decrease) in customer deposits	-	489	489
Total adjustments	<u>603,797</u>	<u>(250,352)</u>	<u>353,445</u>
Net cash provided (used) by operating activities	<u>\$ 795,204</u>	<u>\$ (371,770)</u>	<u>\$ 423,434</u>

See notes to the financial statements

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Stoneybrook Community Development District ("District") was created on August 4, 1998 by Ordinance 98-15 of Lee County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board") which is composed of five members. The Supervisors are elected by qualified electors whose primary residence is within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB"). Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment (operating-type special assessments for maintenance and debt service are treated as charges for services) and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide and enterprise fund statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

Special Revenue Fund

This fund accounts for the rental operation of a certain building owned by the District.

The District reports the following major enterprise funds:

Golf Course Fund

This enterprise fund is used to account for the operations of the golf course and related amenities that are to be financed and operated in a manner similar to private business enterprises. The costs of providing services to customers are to be recovered primarily through user charges.

Irrigation Fund

The irrigation fund accounts for the operations of the irrigation lines, which are funded by proceeds from operations of these facilities including user fees, meter fees and connection fees.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's enterprise fund are charges to customers for sales and services. Operating expenses of the enterprise fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased. Inventories related to the golf course and pro shop operations are stated at the lower of cost, (first-in, first-out method), or market.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years, except for intangible right-to-use assets, discussed in Leases below. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed, except for intangible right-to-use assets, the measurement of which is discussed in Leases below. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Equipment and vehicles	5-15
Golf course	30
Irrigation system	10-30
Buildings and improvements and Infrastructure	20-30
20-30	
Golf clubs for rental	2
Right-to-use leased equipment	4-4.5

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Leases

Lessee: The District is a lessee for several noncancellable lease of equipment. The District recognizes a lease liability and an intangible right-to-use leased asset (lease asset) in the government-wide financial statements. The District recognizes lease liabilities with an initial, individual value of \$5,000 or more. At the commencement of a lease, the District initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of the lease term or the useful life of the leased asset.

Key estimates and judgments related to leases include how the District determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long term debt on the statement of net position.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Leases (Continued)

Lessor: The District is a lessor for a noncancellable lease for a restaurant located in the recently acquired clubhouse. The District recognizes lease receivable and a deferred inflows of resources in the government-wide and governmental fund financial statements. As lessor, the District recognizes GASB 87 lease receivables with an initial, individual value of \$5,000 or more. At the commencement of a lease, the District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the District determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts. The District uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2023:

	<u>Amortized Cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
First American Government Obligations -Class Y	\$ 4,645,684	AAAm	24 days
Total Investments	<u>\$ 4,645,684</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Interfund receivables and payables at September 30, 2023 were as follows:

Fund	Receivable	Payable
General	\$ 261,643	\$ 532,069
Debt Service	89,279	-
Capital projects	-	80,456
Special revenues	22,464	-
Golf course	462,646	22,464
Irrigation	-	201,043
Total	<u>\$ 836,032</u>	<u>\$ 836,032</u>

The outstanding balances between funds result primarily from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made. In the case of the District, the receivable in the general fund is comprised of amounts due from the capital project funds and irrigation fund for payment of debt issuance costs and operating expenses, respectively. The receivable in the debt service fund relates to assessments collected in the general fund that have not yet been transferred to the debt service fund. The receivable in the special revenue fund relates to rental income for the pro-shop that has not yet been transferred to the special revenue fund. The receivable in the golf course relates to payroll and operating expenses paid on behalf of the other funds that have not yet been reimbursed.

Interfund transfers for the fiscal year ended September 30, 2023 were as follows:

Fund	Transfer in	Transfer out
General	\$ 21,129	\$ -
Debt Service	80,456	42,098
Capital projects	37,051	96,538
Total	<u>\$ 138,636</u>	<u>\$ 138,636</u>

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures. Transfers from the capital projects fund to the debt service fund was to reimburse certain bond issuance costs. Transfers from the debt service and capital projects funds to the general fund was to close out certain Bond accounts and to reimburse certain bond issuance costs, respectively.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land and land improvements	\$ 7,783,846	\$ -	\$ -	\$ 7,783,846
Infrastructure under construction	-	521,683	-	521,683
Total capital assets, not being depreciated	7,783,846	521,683	-	8,305,529
Capital assets, being depreciated				
Buildings and improvements	8,011,024	-	-	8,011,024
Infrastructure	6,507,332	-	-	6,507,332
Equipment	9,993	-	-	9,993
Total capital assets, being depreciated	14,528,349	-	-	14,528,349
Less accumulated depreciation for:				
Buildings and improvements	1,185,225	227,535	-	1,412,760
Infrastructure	5,331,225	151,153	-	5,482,378
Equipment	7,378	1,428	-	8,806
Total accumulated depreciation	6,523,828	380,116	-	6,903,944
Total capital assets, being depreciated, net	8,004,521	(380,116)	-	7,624,405
Governmental activities capital assets	\$ 15,788,367	\$ 141,567	\$ -	\$ 15,929,934
	Beginning Balance	Additions	Reductions	Ending Balance
<u>Business-type activities</u>				
Capital assets, not being depreciated				
Land and land improvements	\$ 3,408,677	\$ -	\$ -	\$ 3,408,677
Total capital assets, not being depreciated	3,408,677	-	-	3,408,677
Capital assets, being depreciated				
Golf course	4,142,194	-	-	4,142,194
Buildings and improvements	150,320	23,879	-	174,199
Golf course equipment	1,133,736	9,636	-	1,143,372
Irrigation infrastructure	371,990	-	-	371,990
Irrigation equipment	1,054,065	-	-	1,054,065
Golf clubs for rental	42,565	-	-	42,565
Vehicles - financed purchase	37,430	-	-	37,430
Right-to-use leased equipment	922,538	-	144,951	777,587
Total capital assets, being depreciated	7,854,838	33,515	144,951	7,743,402
Less accumulated depreciation for:				
Golf course	3,182,313	136,794	-	3,319,107
Buildings and improvements	144,037	1,675	-	145,712
Golf course equipment	681,820	46,564	-	728,384
Irrigation infrastructure	272,228	12,400	-	284,628
Irrigation equipment	303,897	66,633	-	370,530
Golf clubs for rental	-	21,283	-	21,283
Vehicles - financed purchase	3,120	7,486	-	10,606
Right-to-use leased equipment	246,903	242,650	144,951	344,602
Total accumulated depreciation	4,834,318	535,485	144,951	5,224,852
Total capital assets, being depreciated, net	3,020,520	(501,970)	-	2,518,550
Business-type activities capital assets	\$ 6,429,197	\$ (501,970)	\$ -	\$ 5,927,227

NOTE 6 – CAPITAL ASSETS (Continued)

For governmental activities, depreciation and amortization expenses were charged to the maintenance and operations function.

NOTE 7 – LONG TERM LIABILITIES

Series 2014 Golf Course Revenue Refunding Bonds

On January 23, 2014, the District issued \$1,700,000 of Golf Course Revenue Refunding Bonds. The Bonds were issued to partially refinance the Series 1998 Golf Course Revenue Bonds. The Series 2014 bear interest at a fixed interest rate of 7.00%. The Interest is paid serially and commencing May 1, 2014. Principal is paid serially and commences on May 1, 2015 through May 1, 2028.

The Series 2014 Bonds are secured by a pledge of the operating revenues from the District owned golf course and certain related facilities and by amounts on deposit in the funds and accounts, other than the rebate fund. The District covenants that it will impose and collect rates, fees, charges, rentals, and any other like or similar charges for the use of the golf course in accordance with the District's obligation under the Bond Indenture. Payment of principal and interest on the Bonds is dependent on the money available in the golf course operating account and the District's ability to generate revenues from the golf course.

The Series 2014 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirement as defined in the Indenture. In addition, the Bond Indenture has certain restrictions and requirements relating principally to the procedures to be followed in the collection of pledged revenues and the application of the revenues to the various restricted accounts. The District is in compliance with the requirements at September 30, 2023.

Series 2019 Revenue Note

On May 28, 2019, the District issued Subordinate Golf Course Revenue Note in the amount of \$300,000. The interest rate carry a fixed interest rate of 4%. The Interest is paid semi-annually each February 1 and August 1, commencing February 1, 2020. Principal is paid serially and commences on February 1, 2020 through February 1, 2024. Interest is to be paid semiannually on each May 1 and November 1.

The Note is secured by: 1) a pledge of a subordinate lien on the net revenue from the operation of the golf course; 2) \$68,000 restricted in the Irrigation Fund, and 3) proceeds of any additional debt issued by the District (with the exception of debt to finance projects necessary for health, safety, or welfare reasons or to remediate a natural disaster).

The Note agreement requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirement as defined in the agreement. In addition, the Bond Indenture has certain restrictions and requirements relating principally to the procedures to be followed in the collection of pledged revenues and the application of the revenues to the various restricted accounts. The District is in compliance with the requirements at September 30, 2023.

Series 2022

On July 13, 2022, the District issued \$4,325,000 Tax Exempt Special Assessment Revenue Bonds, Series 2022-1 (Series 2022-1 Project) and \$7,755,000 Taxable Special Assessment Revenue Bonds, Series 2022-2 (Clubhouse Acquisition Project) (together, the "Series 2022 Bonds"). The Bonds consist of several serial and term bonds with fixed interest rates ranging from 3.00% to 4.30%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Principal on the Bonds is to be paid serially commencing May 1, 2023 through May 1, 2052.

The Series 2022 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

NOTE 7 – LONG TERM LIABILITIES (Continued)

Series 2014 Golf Course Revenue Refunding Bonds (Continued)

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2023.

Long-term Debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2014	\$ 325,000	\$ -	\$ 325,000	\$ -	\$ -
Series 2022	12,080,000	-	185,000	11,895,000	195,000
Less: original issue discount	(91,177)	-	(3,123)	(88,054)	-
Total	\$ 12,313,823	\$ -	\$ 506,877	\$ 11,806,946	\$ 195,000

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Business-type activities</u>					
Bonds payable:					
Series 2014	\$ 935,000	\$ -	\$ 130,000	\$ 805,000	\$ 130,000
Direct borrowings:					
Series 2019 Note payable	127,100	-	62,304	64,796	62,304
Financed purchase - note payable	35,014	-	6,256	28,758	6,958
Leases payable	691,458	-	237,479	453,979	178,641
Total	\$ 1,788,572	\$ -	\$ 436,039	\$ 1,352,533	\$ 377,903

At September 30, 2023, the scheduled debt service requirements on the long - term debt, excluding leases and financed purchase agreements, were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2024	\$ 195,000	\$ 603,765	\$ 798,765
2025	200,000	596,265	796,265
2026	210,000	588,540	798,540
2027	215,000	580,440	795,440
2028	230,000	572,112	802,112
2029-2033	1,305,000	2,689,775	3,994,775
2034-2038	1,675,000	2,330,475	4,005,475
2039-2043	2,180,000	1,849,819	4,029,819
2044-2048	2,825,000	1,217,333	4,042,333
2049-2052	2,860,000	387,040	3,247,040
Total	\$ 11,895,000	\$ 11,415,564	\$ 23,310,564

Year ending September 30:	Business-type Activities		
	Principal	Interest	Total
2024	\$ 204,796	\$ 66,746	\$ 271,542
2025	150,000	56,350	206,350
2026	160,000	46,550	206,550
2027	170,000	36,050	206,050
2028	185,000	37,800	222,800
Total	\$ 869,796	\$ 243,496	\$ 1,113,292

NOTE 8 – LEASES

Lease receivable

During the prior fiscal year, the District acquired the clubhouse from the former Developer and assumed the lease that was in place for a restaurant with a third party. The lease runs through December 31, 2028 with annual payments of \$179,125 for the five years ending December 31, 2026 and \$190,785 for the two remaining years of the lease through December 31, 2028. The lease contains three optional renewals for six year extensions through December 31, 2045. The District recognized \$160,427 in lease revenue and \$30,861 in interest revenue during the current fiscal year related to this lease. As of September 30, 2023, the District's receivable for lease payments was \$539,289. Also, the District has a deferred inflow of resources associated with this lease that will be recognized as revenue over the lease term. As of September 30, 2023, the balance of the deferred inflow of resources was \$521,388. The discount rate used to measure the lease deferred inflow of resources and lease receivable was 5%.

Lease payable

The District has certain commitments related to three non-cancellable equipment leases. The leases all relate to the golf course operations and include various leases for golf carts and various golf course equipment. The lease liability was measured using a discount rate of 5%. The non-cancellable term on one of the leases ended in the current fiscal year and was converted to a month-to-month lease with monthly payments of \$6,908.96. The remaining two leases require monthly payments ranging from \$3,288 to \$13,152 and has lease end dates ranging from December 2025 to March 2026. As of September 30, 2023, the total value of the lease liabilities was \$453,979. The value of the right-to-use assets as of September 30, 2023 was as follows:

Asset:	Business-type activities
Right-to-use leased equipment	\$ 777,587
Less: Accumulated depreciation	(344,602)
	<u>\$ 432,985</u>

The scheduled payments for years ended after September 30, 2023 are as follows:

Year ending September 30:	Business-type Activities		
	Principal	Interest	Total
2024	\$ 178,641	\$ 18,642	197,283
2025	187,781	9,502	197,283
2026	87,557	1,220	88,777
Total	<u>\$ 453,979</u>	<u>\$ 29,364</u>	<u>\$ 483,343</u>

NOTE 9 – FINANCED PURCHASE AGREEMENT

The District entered into a financed purchase agreement for the use of a Ford F-150 truck. The Agreement will expire on April 30, 2027 and require monthly fixed payments of \$808. Per the agreement, the District is the owner of the vehicle.

The scheduled payments for years ending after September 30, 2023 are as follows:

Year ending September 30:	Business-type Activities		
	Principal	Interest	Total
2024	\$ 6,958	\$ 2,735	\$ 9,693
2025	7,737	1,955	9,692
2026	8,605	1,088	9,693
2027	5,458	196	5,654
Total	<u>\$ 28,758</u>	<u>\$ 5,974</u>	<u>\$ 34,732</u>

NOTE 10 – MANAGEMENT COMPANY

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs

NOTE 11 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

NOTE 12 – SUBSEQUENT EVENTS

Subordinate Golf Course Revenue Note

In April 2024, the District obtained Subordinate Golf Course Revenue Note (“Note”) from Synovus Bank to fund certain golf course improvements. The aggregate principal amount is \$550,000. The Note will bear interest at a fixed rate of 4.49% per annum and matures April 23, 2029. Interest is payable semiannually on May 1st and November 1st, commencing on November 1, 2024. Principal is payable annually on May 1st, commencing on May 1, 2025. The Note is junior and subordinate in all respects to the Series 2014 Bonds. The Note is payable solely from pledged funds consisting of the net revenue of the District’s golf course, proceeds of any additional debt except those issued to finance projects necessary for health, safety, or welfare or to remediate a disaster, and amounts on deposit in funds created to secure the Note.

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 362,731	\$ 366,679	\$ 3,948
Interest and other income	1,000	306	(694)
Miscellaneous revenue	-	72	72
Total revenues	<u>363,731</u>	<u>367,057</u>	<u>3,326</u>
EXPENDITURES			
Current:			
General government	114,393	153,852	(39,459)
Maintenance and operations	449,338	620,422	(171,084)
Total expenditures	<u>563,731</u>	<u>774,274</u>	<u>(210,543)</u>
Excess (deficiency) of revenues over (under) expenditures	(200,000)	(407,217)	(207,217)
Interfund transfers	(200,000)	21,129	221,129
Use of fund balance	400,000	-	(400,000)
Total other financing sources	<u>200,000</u>	<u>21,129</u>	<u>(178,871)</u>
Net change in fund balances	<u>\$ -</u>	<u>(386,088)</u>	<u>\$ (386,088)</u>
Fund balance - beginning		<u>880,980</u>	
Fund balance - ending		<u>\$ 494,892</u>	

See notes to required supplementary information

**STONEBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures for the fiscal year ended September 30, 2023 exceeded appropriations by \$210,543. The over expenditures were funded by available fund balance.

**STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2023	5
Number of independent contractors compensated in September 2023	17
Employee compensation for FYE 9/30/2023 (paid/accrued)	\$1,418,841
Independent contractor compensation for FYE 9/30/2023	\$382,854
Construction projects to begin on or after October 1; (>\$65K)	None
Budget variance report	See page 30 of annual financial report
Ad Valorem taxes;	Not applicable
Millage rate FYE 9/30/2023	Not applicable
Ad valorem taxes collected FYE 9/30/2023	Not applicable
Outstanding Bonds:	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2023	Operations and maintenance - \$326 Irrigation - \$0 - \$117 Debt service - \$0 - \$737
Special assessments collected FYE 9/30/2023	
Outstanding Bonds:	
Series 2014	see Note 7 for details
Series 2022	see Note 7 for details



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Stoneybrook Community Development District
Lee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities and each major fund of Stoneybrook Community Development District, Lee County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated December 18, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted another certain matters involving the internal control over financial reporting and compliance that we have reported to management of the District in a separate letter dated December 18, 2024.

The District's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the findings identified in our audit and described in the accompanying Management Letter. The District's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bhav & Associates

December 18, 2024



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Stoneybrook Community Development District
Lee County, Florida

We have examined Stoneybrook Community Development District Lee County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2023. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Stoneybrook Community Development District Lee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

December 18, 2024



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Stoneybrook Community Development District
Lee County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Stoneybrook Community Development District Lee County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated December 18, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated December 18, 2024, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Stoneybrook Community Development District Lee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Stoneybrook Community Development District Lee County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

December 18, 2024

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

2023-01 Stale Dated Checks:

Observation: The District has \$34,880 of outstanding checks which have not cleared the bank and have been outstanding in excess of six months. The amount has been reclassified as a liability pending determination as to whether they should be reversed or escheated to the State of Florida.

Recommendation: The District should determine which checks should be reissued and which need to be reversed and which ones need to be remitted to the State of Florida.

Reference Number for Prior Year Finding: 2022-01 Stale Dated Checks

Management Response: We will look into this matter to see which checks can be reissued and which ones need to be reversed or remitted to the State.

2023-02 Budget:

Observation: Actual expenditures exceeded appropriations in the general fund for the fiscal year ended September 30, 2023.

Recommendation: The District should amend the budget during the fiscal year or within statutory guidelines to ensure that all expenditures are properly budgeted.

Management Response: Management will continue to monitor expenditures and propose budget amendments when appropriate.

II. PRIOR YEARS FINDINGS AND RECOMMENDATIONS

2022-01 Stale Dated Checks:

Current Status: See finding no. 2023-01 above.

2022-02 Inventory Valuation:

Current Status: Recommendation has been implemented.

2022-03 Irrigation Expense:

Current Status: Recommendation has been implemented.

REPORT TO MANAGEMENT (Continued)

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2022, except as noted above.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2023, except as noted above.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2023, except as noted above.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2023. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 32.

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

6

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

WHEREAS, the District’s Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Financial Report for Fiscal Year 2023;

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

1. The Audited Financial Report for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 28th day of January, 2025.

ATTEST:

STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

10



2601 East Oakland Park Boulevard, Suite 503, Fort Lauderdale, Florida, 33306
HLLawGroup.com | Info@HLLawGroup.com | (855) 713-1212 | (954) 760-4239 Fax

REPRESENTATION AGREEMENT

Stoneybrook Community Development District (“Client”), does hereby retain HL LAW GROUP, P.A. (“Firm”) in connection with damage that occurred to the property located at 21251 Stoneybrook Golf Boulevard, Estero, FL 33928 (“Property”); Claim No. 02107902; Date of Loss September 28, 2022; Policy No. CPS7608374. Client understands that Firm will be seeking compensation for the damages primarily from Scottsdale Insurance Company, or any other insurance company that may be obligated to pay damages (“Insurance Company”). The terms of engagement shall be as follows:

1. ATTORNEY’S FEES.

- A. There shall be no fee for services of any kind unless recovery is made.
- B. If recovery is made, the Client agrees that the Firm’s fee for services pursuant to this Agreement will be the greater of:
 - (i) Twenty percent (20%) of the gross proceeds paid by the Insurance Company to the Client with respect to any payments made before the Firm files a lawsuit and Zero percent (0%) of the gross proceeds paid by the Insurance Company to the Client with respect to any payments made after the Firm files a lawsuit; or
 - (ii) Attorney’s fees negotiated with the Insurance Company or awarded pursuant to Florida Statutes Section 627.70152, or any other applicable Florida Statute, if any.

If any monies are paid pursuant to subsection (ii) above, those monies will be applied to the amount owed in subsection (i). If the monies paid pursuant to subsection (ii) are equal to or greater than the amount owed in subsection (i), then the Firm’s fee has been paid in full by the Insurance Company and no money for fees will be deducted from the “gross proceeds”. The term “gross proceeds” means the total amount recovered for the benefit of the Client, before application of the deductible, if any.

- C. The Firm may advance on Clients' behalf the reasonable and necessary costs associated with the representation, or may request that the Clients pay such costs directly. In the event of a recovery, Clients agree to reimburse the Firm for all costs advanced by the firm out of the recovery and acknowledges that *such costs are in addition to any attorneys’ fees that may be owed*. Typical costs include, but are not limited to, filing and service fees, deposition and transcript costs, expert fees such as engineers and appraisers, travel expenses and all mailing costs. Any and all costs incurred on Clients' behalf will be deducted from the Clients' recovery, after deducting the attorney’s fees from the gross proceeds.

2. MISCELLANEOUS.

- A. Client understands that if there is a mortgage on the Property, the mortgagee has a right to be a co-payee on all insurance checks for property damage and Client is solely responsible to obtain the Mortgagee's endorsement on any such check(s).
- B. Client understands that Client has certain obligations pursuant to the insurance policy and that failure to comply with these obligations could result in a denial of Client's claim. Client agrees to comply with all insurance policy requirements.
- C. This Agreement may be cancelled by written notification to the Firm at any time within three (3) business days of the date this Agreement was signed, as shown below, and if cancelled the Client shall not be obligated to pay any fees to the Firm for the work performed during that time. If the Firm has advanced funds to others in representation of the Client, the Firm is entitled to be reimbursed for such amounts as the Firm has reasonably advanced on behalf of the Client.
- D. The Client has, before signing this Agreement, received and read the Statement of Client's Rights and understands each of the rights set forth therein. The Client has signed the statement and received a signed copy to refer to while being represented by the Firm.
- E. Client acknowledges that Firm will likely be required to file suit on Client's behalf in connection with the representation hereunder. By signing below Client authorizes and consents to the Firm filing suit on Client's behalf in connection with the damages described in Section 1.A., above.
- F. If the Client elects to discharge the Firm without cause before a settlement or award of attorneys' fees, the Client shall be responsible for reasonable attorneys' fees (to be calculated on an hourly or percentage basis) and costs associated with the representation, from the date of this Agreement until discharge, at a rate to be determined by a court of competent jurisdiction.
- G. The Firm has the right, upon reasonable notice, to withdraw and terminate its obligations under this Agreement, in accordance with the Rules regulating the Florida Bar. If this Agreement is cancelled by the undersigned Attorney because the Client's conduct would (1) make the representation legally impossible or (2) cause the Firm to violate an ethical rule of the Rules Regulating The Florida Bar, then the Firm will be entitled to payment for all services rendered, and any costs incurred by the Firm up to the date of withdrawal. If the Firm has advanced funds to others in representation of the Client, the Attorney is entitled to be reimbursed for such amounts as has been reasonably advanced on behalf of the Client.
- H. The Firm shall have a lien upon the Client's claim that shall attach to the proceeds of Client's recovery, if any. The Firm shall not be in any way obligated to waive such fee lien until the fees and all costs have been fully paid. The Firm shall not be liable to the Client in any way whatsoever for any loss the Client may incur or suffer in connection with the fee lien or the Firm's exercise of its right to secure full payment of legal fees and costs under this Agreement. Should it be necessary to institute legal proceedings to collect fees or costs due pursuant to this Agreement, Client agrees to pay all reasonable attorney's fees and costs incurred by the Firm pre-suit and after filing. Client also agrees that if a dispute arises between Client and Firm, that any matters concerning or related to this Agreement shall be resolved in a state or federal court in Broward County Florida, which

shall be the exclusive forum for litigation concerning this Agreement or any aspect of the Firm's engagement. By signing below, Client consents to personal jurisdiction in such courts.

- I. This Agreement contains the entire understanding of Client and Firm. Client acknowledges receiving a copy of this Agreement.

By signing below, Client acknowledges that Client had an opportunity to review this Agreement before signing. This Agreement may be executed in counterparts which taken together shall constitute one and the same document. Electronic signatures will be treated as originals for all purposes.

as Authorized Signatory for Stoneybrook
Community Development District

Date: _____

Print Name

Authorized Signatory Title

HL LAW GROUP, P.A.



By: _____
For the Firm

Date: January 16, 2025

STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES

Before you, the prospective Client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the Client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with 1 lawyer you may talk with other lawyers.
2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the Client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least 1 lawyer from each law firm must sign the contingent fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the Client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the Client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the Client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.
8. You, the Client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.
9. You, the Client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.
10. You, the Client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.
11. If at any time you, the Client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating the Florida Bar) be included in your fee contract.

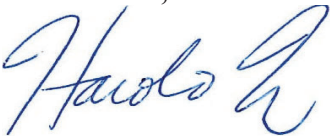
Date: _____

as Authorized Signatory for Stoneybrook
Community Development District

Print Name

Authorized Signatory Title

HL LAW GROUP, P.A.



By: _____
For the Firm

Date: January 16, 2025

**ADDENDUM TO REPRESENTATION AGREEMENT
FLORIDA INSURANCE GUARANTY ASSOCIATION**

This Addendum is entered into by and between the Client and Firm and is incorporated into and forms a part of the Representation Agreement. Capitalized terms used but not defined herein have the meanings ascribed to them in the Representation Agreement.

The Florida Insurance Guarantee Association (“FIGA”) is a governmental entity that protects policyholders when their insurance company becomes insolvent or bankrupt. FIGA is not responsible to pay the policyholders’ attorneys’ fees unless FIGA affirmatively denies coverage for the insurance claim. In the event Client’s Insurance Company is taken over by FIGA, the Client agrees that the Firm’s fee for services pursuant to this Agreement is 33.33% of the gross proceeds recovered, pursuant to Section 1.B. of the Representation Agreement.

Dated this 16th day of January, 2025.

as Authorized Signatory for Stoneybrook
Community Development District

Date: _____

Print Name

Authorized Signatory Title

HL LAW GROUP, P.A.



By: _____
For the Firm

Date: January 16, 2025

Informed Consent Form

We represent you in connection with an insurance claim in which we are seeking to recover money from your insurance company. Please be advised that whenever an attorney represents a client, that attorney and their law firm are bound by the Rules of the Florida Bar, including attorney client privilege and confidentiality requirements, and are restricted from revealing information relating to the representation of a client to a third party. Based on information you provided, however, we understand that you have engaged a contractor, roofer, public adjuster or other vendor to perform services on your behalf and that you have requested that we communicate with this individual, company and/or its employees regarding your case. We understand that such communication may be beneficial to you and/ or the representation. We also understand that in some cases you have requested that we provide information and/or documentation to such individual, company and/or its employees. As an example, if you or your vendor intend to seek financing to perform certain repairs before the conclusion of the claim, then the vendor or third-party financing company may require documentation in this regard. Please be advised that in communicating with, or providing documentation or information to, a third party we would necessarily be revealing client confidences if such information or documentation relates to the representation, and we are not permitted to reveal any such client confidences without first obtaining your informed consent. Please see the below the rules regarding confidentiality and let us know if you have any questions. If you have read the below rules, understand them and consent to our firm communicating or providing documentation or information relating to the representation to a third-party, please sign below indicating your informed consent to do so.

RULE 4-1.6 CONFIDENTIALITY OF INFORMATION (a) Consent Required to Reveal Information. **A lawyer must not reveal information relating to representation of a client except as stated in subdivisions (b), (c), and (d), unless the client gives informed consent.** (b) When Lawyer Must Reveal Information. A lawyer must reveal confidential information to the extent the lawyer reasonably believes necessary: (1) to prevent a client from committing a crime; or (2) to prevent a death or substantial bodily harm to another. (c) When Lawyer May Reveal Information. A lawyer may reveal confidential information to the extent the lawyer reasonably believes necessary: (1) to serve the client's interest unless it is information the client specifically requires not to be disclosed; (2) to establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and client; (3) to establish a defense to a criminal charge or civil claim against the lawyer based on conduct in which the client was involved; (4) to respond to allegations in any proceeding concerning the lawyer's representation of the client; (5) to comply with the Rules Regulating The Florida Bar; or (6) to detect and resolve conflicts of interest between lawyers in different firms arising from the lawyer's change of employment or from changes in the composition or ownership of a firm, but only if the revealed information would not compromise the attorney-client privilege or otherwise prejudice the client. (d) Exhaustion of Appellate Remedies. When required by a tribunal to reveal confidential information, a lawyer may first exhaust all appellate remedies. (e) Inadvertent Disclosure of Information. A lawyer must make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client. (f) Limitation on Amount of Disclosure. When disclosure is mandated or permitted, the lawyer must disclose no more information than is required to meet the requirements or accomplish the purposes of this rule.

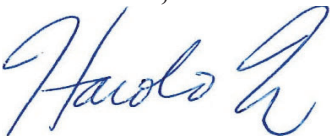
Date: _____

as Authorized Signatory for Stoneybrook
Community Development District

Print Name

Authorized Signatory Title

HL LAW GROUP, P.A.



By: _____
For the Firm

Date: January 16, 2025

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

11

**COMMUNITY DEVELOPMENT DISTRICT SYSTEMS AND FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into as of the ~~1st~~ ___ day of ~~October~~ _____, 2024 by and between the **STONEBROOK COMMUNITY DEVELOPMENT DISTRICT**, –a community development district, an independent special district, established pursuant to Chapter 190, Florida Statutes, with a mailing address of Office ~~Of The~~ District Manager, 2300 Glades Road, Suite 410w, Boca Raton, Florida 33431, hereinafter referred to as "District"; and **STONEBROOK, A GOLF COURSE COMMUNITY OF FORT MYERSESTERO, INC.**, a Florida not-for-profit corporation (formerly known as Stoneybrook, a Golf Course Community of Fort Myers, Inc.), with a mailing address of John Strohm, Manager, c/o _____, _____ Alliant Property Management, LLC, 13831 Vector Avenue, Fort Myers, Florida 33907, hereinafter referred to as the "Association" (District and Association are collectively referred to herein as the “Parties”).

WHEREAS, the District has the authority to exercise powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or expand, equip, operate, and maintain systems and facilities for roads, water management, water supply for irrigation, sewer, street lights, security, and parks and recreational facilities, including all landscaping, among other powers, including all powers necessary, convenient, incidental or proper in connection with any of the powers, duties, or purposes authorized by Chapter 190, Florida Statutes, as amended; and,

WHEREAS, for ease of administration, potential cost savings, and the benefits of full-time on-site operation and maintenance purposes, the District desires to contract with the Association to operate and maintain certain ~~of the~~ District's systems and facilities; and,

WHEREAS, the Association desires to operate and maintain certain ~~of the~~ District's systems and facilities and the Parties agree that it is in their best interests that certain of the services be provided by the Association.

NOW THEREFORE, the District and the Association, in consideration of the premises and other good and valuable consideration, receipt of which is acknowledged by the ~~parties~~ Parties, agree as follows:

1. –The above recitals are true and correct and incorporated by reference herein.
2. The Association shall operate and maintain the following systems and facilities of the District, denoted as “HOA” on the attached Exhibit “A”; “HOA-CDD O&M Agreement Proposal”; Revised 9/23/2024, at a minimum in compliance with all applicable statutes, ordinances,

administrative rules and regulations, and development orders and permit requirements:

A. -Roadway striping, signage, and traffic calming.

B. -Access control and security including guardhouse, gates, cameras, streetlights, and security/access control vendor.

C. Water management and drainage consisting of valley gutter cleaning, lakes/ponds aerators, and vegetation control/management.

D. Sidewalks, walking/bike path cleaning (and monitoring for safety hazards), and emergency safety repairs.

3. —The District shall cooperate and take such actions as are reasonably necessary for the Association to obtain required approvals from governmental agencies with jurisdiction to allow for roadway striping, signage, and/or traffic calming improvements and install same pursuant to Paragraph- 1.A of this Agreement, including providing any required assignments, signing such other forms, and taking other actions as reasonably necessary to obtain such approvals.

4. —All other operation and maintenance responsibilities for the District's systems and facilities not otherwise addressed in this Agreement shall remain the sole responsibility of the District.

45. The District will bear sole responsibility, financially and otherwise, for the maintenance of all Landscaping within the common areas and right-of-ways, as more specifically depicted on the attached Exhibit "B."

6. Conservation Area Maintenance Reimbursement Procedure. The Association collected funds for 2024 to maintain the conservation areas in the aggregate amount of Forty-Six Thousand Seven Hundred and Forty-Nine Dollars and Ninety-Six Cents (\$46,749.96), hereinafter referred to as the "Conservation Area Funds." Within three (3) business days of this Agreement being executed by the Parties, the Association shall wire the Conservation Area Funds to be held in escrow by Becker & Poliakoff, P.A., as the Escrow Agent ("Escrow Agent"), pursuant to the escrow agreement to be executed simultaneously herewith, attached as Exhibit "C." The District may thereafter deliver paid, detailed invoices for conservation area maintenance, along with written notice that the conservation area maintenance work per the invoice, was completed by the District, to the Escrow Agent and the Association. Within fifteen (15) days after receipt by the Escrow Agent and the Association, the paid invoice amount shall be released to the District for the executed conservation area maintenance work. The District, in consideration of Ten (\$10.00) Dollars, the receipt and sufficiency of which is accepted,

through the signing of this Agreement, and to the extent authorized by Florida law and without waiving, extending, or expanding the limited waiver of sovereign immunity in Section 768.28, Florida Statutes, shall hold harmless, defend, and indemnify the Association, its directors, officers, members, employees, management, agents, and its successors and assigns, from any and all claims, suits, and actions, including claims for reasonable attorneys' fees and all costs of litigation, and judgments of any names and description, arising out of or incidental to the condition of the conservation areas immediately prior to the execution of this Agreement.

7. —~~The~~ District shall pay the Association the sum of Ten (\$10.00) Dollars per year for the performance of the operation and maintenance responsibilities set forth in this Agreement.

8. The term of this Agreement is for a period of five (5) years commencing on ~~October~~ November ,

2024, and shall be automatically renewed for additional one-year periods after ~~September~~ December 30, 2029, unless either ~~party~~Party provides the other ~~party~~Party at least ninety (90) days written notice of its intent not to renew. ~~District may cancel this Agreement at any time for any reason in its sole discretion upon providing at least 90 days written notice to the Association of its intent to cancel this Agreement.~~

9.—The Association shall be solely responsible for the staffing, budgeting, financing, billing, and

~~10.9.~~ collection of the Association's fees, assessments, service charges, etc., necessary to fund and perform the operation and maintenance responsibilities of the Association set forth in this Agreement.

~~11.~~—The Association shall procure at its expense, and at all times include the District as

~~12.~~—an additional named insured on comprehensive liability insurance policies to cover the operation and maintenance responsibilities set forth in this Agreement. Comprehensive liability insurance shall be in amounts determined by the Association's insurance carrier, with input from the District Manager.

13.—Should any of these policies be cancelled, the Association will instruct the issuing

10. company ~~to~~ by mail, thirty (30) days written notice to the District of such cancellation. The Association, in consideration of Ten (\$10.00) Dollars, the receipt and sufficiency of which is accepted, through the signing of this Agreement, shall hold harmless, defend, and indemnify t h e

District, its supervisors, agents and employees, from all claims, suits and actions ~~(whether for negligence or otherwise)~~, including claims for attorney's fees and all costs of litigation, and judgments of any name and description, arising out of or incidental to the performance of this Agreement, or work performed thereunder. This Section does not pertain to any incident arising from the sole negligence of the District.

~~14.11.~~ The District shall procure at its expense, and at all times include the Association as an additional named insured on comprehensive liability insurance policies, to cover the operation and maintenance responsibilities set forth in this Agreement. Comprehensive liability insurance shall be in amounts determined by the District's insurance carrier, in coordination with input from the Association's insurance carrier. Should any of these policies be cancelled, the District will instruct the issuing company to mail thirty (30) days written notice to the Association of such cancellation. The District, in consideration of Ten (\$10.00) Dollars, the receipt and sufficiency of which is accepted, through the signing of this Agreement, and to the extent authorized by Florida law and without waiving, extending, or expanding the limited waiver of sovereign immunity in Section 768.28, Florida Statutes, shall hold harmless, defend, and indemnify the Association, its directors, officers, members, employees, management, agents, and its successors and assigns from any and all claims, suits, and actions, including claims for reasonable attorneys' fees and all costs of litigation, and judgments of any names and description, arising out of or incidental to the District's performance of this Agreement or work performed thereunder. This Section does not pertain to any incident arising from the sole negligence of the Association.

~~15.12.~~ Public Records. The following provisions are required by §Section 119.0701, Fla. Stat., and may not be amended. The Association shall keep and maintain public records required by the District to perform the services required under this Agreement. Upon request from the District's custodian of public records, the Association shall provide the District with a copy of any requested public records, or to allow the requested public records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Association shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Association does not transfer the public records to the District. Upon completion of the Agreement, the Association may transfer, at no cost, to the District, all public records in possession of the Association or keep and maintain public records required by the District, to perform the services required under the Agreement.

If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential, and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the District's information technology systems. The failure of the Association to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, for which, the District may terminate the Agreement.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT TOLL FREE; (877) 276-0889; PHONE: 561-571-0010, EXT. 400; FAX: 561-571-0013; www.whhassociates.com.

~~16.13.~~ 13. Modification. Modifications to this Agreement will be valid only when made in writing and signed by both ~~parties~~ Parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.

~~17.14.~~ 14. E-Verify. As a condition precedent to entering into this Agreement, and in compliance

with Section 448.095, Fla. Stat., the Association and the District, and ~~its~~ their respective subcontractors shall, register with and use

the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. The Association and the District shall require each of ~~its~~ their respective subcontractors to provide the Association with an —affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Association shall maintain a copy of the subcontractor's affidavit as part of, and pursuant to the records retention requirements of this Agreement.

A. —

B. The District, the Association, 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), Fla. Stat., or the provisions of this section, shall terminate the contract with the person or entity.

~~_____District~~ When one Party, upon good faith belief that a subcontractor knowingly violated the provisions of ~~—this section~~, but the Association—other Party otherwise complied, shall promptly notify ~~Association and Association~~ the other Party, and shall immediately terminate the contract with the subcontractor.

C.

~~D. _____~~ A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. The Association acknowledges that upon termination of this Agreement by the District for a violation of this section by the Association, the Association may not be awarded a public contract for at least one ~~—(1) year~~. ~~The Parties~~ Association further acknowledges that ~~the Association~~ Party who violates this section— is liable for any additional costs incurred by ~~District~~ the other Party as a result of termination of any contract for a violation of this section.

D. _____

E. _____ Subcontracts. For all contracts incidental to carrying out rights and responsibilities under this Agreement, ~~Association—the Parties~~ or their respective subcontractors, shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. ~~Association—The Parties~~ shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

~~F. _____~~

E. _____

15. Entire Agreement. This Agreement, including any Exhibits, constitutes the entire

Agreement between the ~~parties~~ Parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.

16. _____—Notices. All notices required under this Agreement must be in writing and sent via U.S.

_____ Postal Service, first class mail or by courier or hand delivery, to the other ~~party~~ Party's address as -listed at the beginning of this Agreement. Either ~~party~~ Party may change its address by prior written notice to the other

~~party~~Party.

17. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. All claims and/or dispute resolution concerning this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. Any litigation between the ~~parties~~Parties arising from this Agreement shall be conducted in a State of Florida court of appropriate jurisdiction, in Lee County, Florida. In the event of any litigation and/or binding arbitration arising out of this Agreement, the prevailing ~~party~~Party shall be entitled to recover from the non-prevailing ~~party~~Party reasonable costs and attorney's fees. The unenforceability or invalidity of any provisions hereof will not render any other provisions herein contained unenforceable or invalid.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one and the same document. Electronic transmission of the signatures of either Party or their counsel to this Agreement shall be deemed to be an original signature and binding on such Party.

18. This Agreement may only be amended in writing executed by both ~~parties~~Parties.

19. This Agreement shall become effective on ~~October~~ November __1, 2024.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the ~~parties~~Parties hereto have executed this document the day and year first written above.

STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chair

Attest:

Secretary

STONEYBROOK A GOLF COURSE COMMUNITY OF ~~FORT MYER~~SESTERO, INC.

Witnesses:

By: _____
Its: President

Printed Name

Signature

Printed Name

Signature

HOA - CDD O&M Agreement Proposal

	HOA	CDD
Roads		
Surface maintenance		x
Safety		
striping	x	
signage	x	
traffic calming	x	
Landscaping		x
Sidewalks, Waking/Bike Path		
Surface maintenance		x
Cleaning	x	
Emergency safety repairs	x	
Security		
Guardhouse	x	
Gates	x	
Cameras	x	
Street Lights	x	
Security Company	x	
Water Management		
Gutters		
maintenance		x
cleaning	x	
Ponds		
aerators	x	
vegetation control	x	
Storm water sewers		x
Pond connection piping		x
Conservation Areas		
vegetation control		x
fencing		x
R1 Community Center/Amenities		
Ball fields	x	
Courts	x	
Buildings	x	
Landscaping		x

		X	
R2 Portrush Pool			
Parking lot maintenance		X	
Parking lot surfacing		X	
Pool and structures		X	
Landscaping			X
R3 Lancaster Pool			
Parking lot maintenance		X	
Parking lot surfacing		X	
Pool and structures		X	
Landscaping			X

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“**Agreement**”) is made this ____ day of ____, 2024 (“**Effective Date**”), by and between **STONEBROOK COMMUNITY DEVELOPMENT DISTRICT**, a community development district, an independent special district, established pursuant to Chapter 190, Florida Statutes, with a mailing address of Office of the District Manager, 2300 Glades Road, Suite 410w, Boca Raton, Florida 33431, hereinafter referred to as "**District**," **STONEBROOK, A GOLF COURSE COMMUNITY OF ESTERO, INC.**, a Florida not-for-profit corporation (formerly known as Stoneybrook, a Golf Course Community of Fort Myers, Inc.), with a mailing address of John Strohm, Manager, c/o Alliant Property Management, LLC, 13831 Vector Avenue, Fort Myers, Florida 33907, hereinafter referred to as the "Association" (District and Young are collectively referred to herein as the "**Parties**"), and Becker & Poliakoff, P.A. (“**Becker**” or “**Escrow Agent**”).

RECITALS

A. The Parties entered into that certain Community Development District Systems and Facilities Operation and Maintenance Agreement simultaneously herewith (“**O&M**”). Capitalized terms not otherwise defined herein shall have the meaning set forth in the O&M.

NOW, THEREFORE, in consideration of the foregoing premises, and intending to be legally bound, the Parties and Escrow Agent agree as follows:

1. Recitals; Effectiveness. The above recitals are true and correct and are incorporated herein by reference. This Agreement shall be effective upon full execution by the parties.

2. Escrowed Conservation Area Funds. Escrow Agent shall hold the Conservation Area Funds, as more particularly set forth in Section 6 of the O&M, in escrow and shall dispense in the following manner, as more particularly set forth in Section 6 of the O&M (as reproduced in pertinent part below).

*6. Conservation Area Maintenance Reimbursement Procedure. The Association collected funds for 2024 to maintain the conservation areas in the aggregate amount of Forty-Six Thousand Seven Hundred and Forty-Nine Dollars and Ninety-Six Cents (\$46,749.96), hereinafter referred to as the “Conservation Area Funds.” Within three (3) business days of this Agreement being executed by the Parties, the Association shall wire the Conservation Area Funds to be held in escrow by Becker & Poliakoff, P.A., as the Escrow Agent (“Escrow Agent”), pursuant to the escrow agreement to be executed simultaneously herewith, attached as **Exhibit “C.”** The District may thereafter deliver paid, detailed invoices for conservation area maintenance, along with written notice that the conservation area maintenance work per the invoice, was completed by the District, to the Escrow Agent and the Association. Within fifteen (15) days after receipt by the Escrow Agent and the Association, the paid invoice*

amount shall be released to the District for the executed conservation area maintenance work...

3. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by a recognized overnight courier service (such as FedEx), transmitted via e-mail, or mailed by regular U.S. Mail in a postage pre-paid envelope, and addressed as follows:

If to the Association: John Strohm, Manager
c/o Alliant Property Management, LLC
13831 Vector Avenue, Fort Myers, Florida 33907
E-mail: johnm@alliantproperty.com

If to the District: Office of the District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
E-mail: cdd@stoneybrookesterocdd.com

If to Becker/Escrow Agent: Becker & Poliakoff, P.A.
Attn: Jose L. Baloyra, Esquire
2525 Ponce de Leon, Suite 825
Coral Gables, FL 33134
E-mail: jbaloyra@beckerlawyers.com

4. Rights of Becker and Escrow Agent. Becker and Escrow Agent may: (a) act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; (b) assume the validity and accuracy of any statement or assertion contained in such writing or instrument; (c) assume that any person purporting to give any writing, notice, advise or instruction in connection with the provisions of this Agreement has been duly authorized to do so; and (d) conclusively rely upon any notice or other paper or document in good faith deemed by it to be genuine and correct, and to have been signed or sent by the proper person or persons. Becker and Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited pursuant to this Agreement, nor as to the identity, authority, or right of any person executing the same. The duties of Becker and Escrow Agent shall be limited to the safekeeping of the Conservation Area Funds received by it, as such escrow holder, and for the disposition of the same in accordance with the terms of this Agreement. Becker and Escrow Agent undertake to perform only such duties as are expressly set forth in this Agreement, and no implied duties or obligations shall be read into this Agreement against Becker or Escrow Agent. Upon Becker's, or Escrow Agent's, as applicable, disbursement of the escrowed Conservation Area Funds held by it in accordance with the provisions of this Agreement, the applicable escrow shall terminate, and Becker or Escrow Agent, as applicable, shall thereafter be released of all liability under this Agreement in connection therewith.

5. Indemnity of Becker and Escrow Agent. Except for the willful misconduct or gross negligence of Becker, the Parties, jointly and severally, agree to indemnify Becker and hold it

harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as escrow agent under this Agreement. Except for the willful misconduct or gross negligence of Escrow Agent, the Parties, jointly and severally agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as escrow agent under this Agreement.

6. Disputes. If the Parties shall be in disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety, of any action contemplated by Becker or Escrow Agent, as applicable, Becker or Escrow Agent, as applicable, may, in each's sole discretion, file an action in interpleader to resolve the said disagreement. Becker and Escrow Agent shall be indemnified by the Parties for all costs, including reasonable attorney's fees, incurred in connection with such interpleader action, and shall be fully protected in suspending all or a part of its activities under this Agreement, until a final judgment in the interpleader action is received. So long as Becker and Escrow Agent, as applicable, dispense the Conservation Area Funds, as provided herein, and comply fully with the terms of this Agreement, Becker and Escrow Agent, as applicable, shall not be liable in connection with the performance of their duties hereunder except for their own gross negligence or willful misconduct.

7. Exoneration of Becker and Escrow Agent. Becker and Escrow Agent, as applicable, may consult with counsel of their own choice and shall have full and complete authorization and protection for any action taken or suffered by them under this Agreement in good faith and in accordance with the opinion of such counsel. Becker and Escrow Agent, as applicable, shall not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by their willful misconduct or gross negligence.

8. Miscellaneous. This Agreement may not be amended or assigned, in whole or in part, without the written agreement of the Parties and Escrow Agent. This Agreement shall be construed and enforced according to the laws of the State of Florida. This Agreement, together with the O&M, represents the entire agreement between the Parties with respect to the subject matter hereof, and shall be binding upon the Parties. In the event of a conflict between the O&M and this Agreement, the terms of this Agreement shall control. This Agreement may be executed in counterparts and via facsimile or e-mail, each of which shall be deemed an original, and all of which together shall constitute one, valid, and binding instrument.

The Parties and Escrow Agent have executed this Escrow Agreement as of the day and year first above written.

ASSOCIATION:

**STONEYBROOK, A GOLF COURSE
COMMUNITY OF ESTERO, INC.**, a Florida not-
for-profit corporation

By: _____
Name: _____
President: _____

DISTRICT:

**STONEYBROOK COMMUNITY
DEVELOPMENT DISTRICT**, a community
development district, an independent special district,
established pursuant to Chapter 190, Florida Statutes

By: _____
Name: _____
Chair: _____

Attest:

Secretary

BECKER/ESCROW AGENT:

Print Name: Jose L. Baloyra
Title: Shareholder, Becker & Poliakoff, P.A.

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
GOLF FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2024**

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
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**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024**

	Major Funds						Total Governmental Funds
	General	Special Revenue Fund	Debt Service Series 2022-1	Debt Service Series 2022-2	Capital Projects Series 2022-1	Capital Projects Series 2022-2	
ASSETS							
Cash/investments							
SunTrust	\$ 657,482	\$ 496,375	\$ -	\$ -	\$ -	\$ -	\$ 1,153,857
Bank United	60,000	-	-	-	-	-	60,000
Bank United - ICS	357,658	-	-	-	-	-	357,658
Revenue	-	-	186,955	439,140	-	-	626,095
Reserve	-	-	127,682	271,734	-	-	399,416
Construction	-	-	-	-	2,023,939	8,416	2,032,355
Due from other funds							
General fund	-	-	12,557	27,990	-	-	40,547
Due from enterprise fund (golf course)	-	3,604	-	-	-	-	3,604
Lease receivable	-	536,289	-	-	-	-	536,289
Total assets	<u>\$ 1,075,140</u>	<u>\$ 1,036,268</u>	<u>\$ 327,194</u>	<u>\$ 738,864</u>	<u>\$ 2,023,939</u>	<u>\$ 8,416</u>	<u>\$ 5,209,821</u>
LIABILITIES & FUND BALANCES							
Liabilities:							
Accounts payable	\$ 1,631	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,631
Sales tax payable	-	528	-	-	-	-	528
Contracts payable	-	-	-	-	7,746	-	7,746
Retainage payable	-	-	-	-	148,671	-	148,671
Due to other funds							
Debt service series 2022-1	12,557	-	-	-	-	-	12,557
Debt service series 2022-2	27,990	-	-	-	-	-	27,990
Enterprise fund: golf course	3,686	-	-	-	-	-	3,686
Total liabilities	<u>45,864</u>	<u>528</u>	<u>-</u>	<u>-</u>	<u>156,417</u>	<u>-</u>	<u>202,809</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	-	521,388	-	-	-	-	521,388
Total deferred inflows of resources	<u>-</u>	<u>521,388</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>521,388</u>
Fund balances:							
Restricted:							
Debt service	-	-	327,194	738,864	-	-	1,066,058
Capital projects	-	-	-	-	1,867,522	8,416	1,875,938
Assigned:							
Assigned - catastrophe response	300,000	-	-	-	-	-	300,000
Assigned - working capital	729,276	-	-	-	-	-	729,276
Assigned - CAM reserves	-	35,139	-	-	-	-	35,139
Assigned - Common area maint	-	180,242	-	-	-	-	180,242
Unassigned	-	298,971	-	-	-	-	298,971
Total fund balances	<u>1,029,276</u>	<u>514,352</u>	<u>327,194</u>	<u>738,864</u>	<u>1,867,522</u>	<u>8,416</u>	<u>4,485,624</u>
Total liabilities and fund balances	<u>\$ 1,075,140</u>	<u>\$ 1,036,268</u>	<u>\$ 327,194</u>	<u>\$ 738,864</u>	<u>\$ 2,023,939</u>	<u>\$ 8,416</u>	<u>\$ 5,209,821</u>

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 493,628	\$ 651,535	\$768,350	85%
Interest and miscellaneous (incl. FEMA)	1,099	3,772	20,000	19%
Total revenues	<u>494,727</u>	<u>655,307</u>	<u>788,350</u>	83%
EXPENDITURES				
Administrative				
Supervisors	1,612	4,628	12,918	36%
Management	4,093	12,281	49,123	25%
Accounting	416	1,248	4,991	25%
Assessment roll preparation	1,122	3,365	13,461	25%
Arbitrage rebate calculation	-	-	2,000	0%
Dissemination agent	83	250	1,000	25%
Trustee fees - series 2014 resident	-	-	3,000	0%
Audit	-	-	4,330	0%
Legal	2,869	5,841	20,000	29%
Engineering	2,942	5,617	5,000	112%
Postage	50	401	2,000	20%
Insurance	-	4,415	4,625	95%
Printing and binding	142	425	1,700	25%
Legal advertising	1,625	1,887	2,000	94%
Contingencies	151	1,378	2,000	69%
Annual district filing fee	-	175	175	100%
Total administrative	<u>15,105</u>	<u>41,911</u>	<u>128,323</u>	33%
Landscape Maintenance				
Other contractual				
Personnel services	14,659	44,806	329,124	14%
Capital outlay-mowers/carts	-	-	9,000	0%
Utility carts	-	-	6,000	0%
Blowers/edgers/trimmers etc.	-	-	3,500	0%
Chemicals	-	-	7,500	0%
Fertilizers	-	3,354	24,000	14%
Annuals	-	8,250	12,000	69%
Fuel	-	2,800	9,000	31%
Irrigation parts	361	524	8,000	7%
Parts and maintenance	-	932	12,000	8%
Horticultural debris and trash disposal	-	1,352	8,500	16%
Uniforms	265	705	5,000	14%
Continuing educations/BMP certi	-	-	1,500	0%
Golf maintenance - ball fields	-	1,667	20,000	8%
Golf maintenance management	-	2,084	25,008	8%
Tree trimming	17,892	17,892	30,000	60%
Mulch	-	23,011	40,000	58%
Plant replacement	-	-	5,000	0%
Equipment lease - TCF113	898	898	7,000	13%
Storm Water Management				
Pipe inspections	-	-	35,000	0%
Conservation area maintenance	6,500	6,500	40,000	16%
Roadway				
Annual inspection and repairs	-	-	15,000	0%
Signage repairs	-	-	5,000	0%
Total landscape maintenance	<u>40,575</u>	<u>114,775</u>	<u>657,132</u>	17%
Other fees and charges				
Tax collector	-	3,187	2,895	110%
Total other fees and charges	<u>-</u>	<u>3,187</u>	<u>2,895</u>	110%
Total expenditures	<u>55,680</u>	<u>159,873</u>	<u>788,350</u>	20%
Excess/(deficiency) of revenues over/(under) expenditures	439,047	495,434	-	
Fund balance - beginning	590,229	533,842	489,311	
Fund balance - ending				
Assigned:				
Assigned - catastrophe response	300,000	300,000	300,000	
Assigned - working capital	<u>729,276</u>	<u>729,276</u>	<u>189,311</u>	
Fund balance - ending	<u>\$1,029,276</u>	<u>\$1,029,276</u>	<u>\$489,311</u>	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - SPECIAL REVENUE FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
OPERATING REVENUES				
Commercial rental				
Duffy's	\$ 14,927	\$ 44,781	\$ 179,124	25%
Duffy's % of sales	-	-	79,216	0%
Stoneybrook Golf	-	-	57,351	0%
Cam reserves				
Duffy's	1,205	3,614	14,460	25%
Stoneybrook Golf	-	-	3,876	0%
Common area maintenance				
Duffy's	4,979	14,936	59,748	25%
Stoneybrook Golf	-	-	34,404	0%
Miscellaneous revenue	-	-	-	N/A
Total operating revenues	<u>21,111</u>	<u>63,331</u>	<u>428,179</u>	15%
OPERATING EXPENSES				
Administrative Expenses				
Legal fees	885	3,953	-	N/A
Trustee fee	-	-	4,500	0%
Taxes & assessments: Lee County	-	-	16,727	0%
Office supplies	-	-	250	0%
Miscellaneous	152	1,029	6,000	17%
Total administrative expenses	<u>1,037</u>	<u>4,982</u>	<u>27,477</u>	18%
Maintenance Services				
Property management	1,400	4,200	16,800	25%
Electricity	77	111	600	19%
Repairs & maintenance	2,443	8,683	75,000	12%
Irrigation	175	351	2,400	15%
Building maintenance	8,942	43,078	35,000	123%
Hurricane clean-up	-	-	5,000	0%
Total maintenance services	<u>13,037</u>	<u>56,423</u>	<u>134,800</u>	42%
Total operating expenses	<u>14,074</u>	<u>61,405</u>	<u>162,277</u>	38%
Operating gain/(loss)	7,037	1,926	265,902	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	-	(104,210)	N/A
Total other financing sources/(uses)	<u>-</u>	<u>-</u>	<u>(104,210)</u>	N/A
Change in net position	7,037	1,926	161,692	
Total net position - beginning	507,315	512,426	601,027	
Total net position - ending	<u>\$ 514,352</u>	<u>\$ 514,352</u>	<u>\$ 762,719</u>	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022-1
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 138,828	\$ 182,657	\$ 139,592	131%
Interest	510	2,255	11,380	N/A
Total revenues	<u>139,338</u>	<u>184,912</u>	<u>150,972</u>	0%
EXPENDITURES				
Debt Service				
Principal	\$ -	\$ -	\$ 80,000	0%
Interest	-	84,545	161,205	52%
Total expenditures	<u>-</u>	<u>84,545</u>	<u>241,205</u>	35%
Excess (deficiency) of revenues over (under) expenditures	139,338	100,367	(90,233)	
OTHER SOURCES (USES)				
Transfers in	-	-	104,210	0%
Total other sources/(uses)	<u>-</u>	<u>-</u>	<u>104,210</u>	0%
Net change in fund balance	139,338	100,367	13,977	
Fund balance - beginning	187,856	226,827	222,559	
Fund balance - ending	<u>\$ 327,194</u>	<u>\$ 327,194</u>	<u>\$ 236,536</u>	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022-2
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ 309,466	\$ 407,167	\$ 543,467	75%
Interest	1,171	5,326	-	N/A
Total revenues	<u>310,637</u>	<u>412,493</u>	<u>543,467</u>	76%
EXPENDITURES				
Debt Service				
Principal	\$ -	\$ -	\$ 115,000	0%
Interest	-	213,588	427,175	50%
Total expenditures	<u>-</u>	<u>213,588</u>	<u>542,175</u>	39%
Excess (deficiency) of revenues over (under) expenditures	310,637	198,905	1,292	
Fund balance - beginning	428,227	539,959	534,123	
Fund balance - ending	<u>\$ 738,864</u>	<u>\$ 738,864</u>	<u>\$ 535,415</u>	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022-1
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date
REVENUES		
Interest	\$ 7,152	\$ 22,664
Total revenues	7,152	22,664
EXPENDITURES		
Capital outlay	-	7,746
Total expenditures	-	7,746
Excess (deficiency) of revenues over (under) expenditures	7,152	14,918
Fund balance - beginning	1,860,370	1,852,604
Fund balance - ending	\$ 1,867,522	\$ 1,867,522

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022-2
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date
REVENUES		
Interest	30	94
Total revenues	30	94
EXPENDITURES		
Total expenditures	-	-
Excess (deficiency) of revenues over (under) expenditures	30	94
Fund balance - beginning	8,386	8,322
Fund balance - ending	\$ 8,416	\$ 8,416

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF NET POSITION
PROPRIETARY FUND - IRRIGATION
DECEMBER 31, 2024**

ASSETS	Balance
Current assets:	
Cash	\$ 93,443
Bank United	10,331
Accounts receivable	(8,333)
Less allowance for doubtful accounts	(14,704)
Due from golf course	4,412
Total current assets	85,149
 Noncurrent assets:	
Capital assets	
Equipment - irrigation	559,257
Resident irrigation & wells	494,808
Pumphouse	371,990
Less accumulated depreciation	(699,142)
Total capital assets, net of accumulated depreciation	726,913
Total noncurrent assets	726,913
Total assets	812,062
 LIABILITIES	
Current liabilities:	
Customer deposits	12,868
Total current liabilities	12,868
Total liabilities	12,868
 NET POSITION	
Net investment in capital assets	(204,334)
Unrestricted	1,003,528
Total net position	\$ 799,194

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND - IRRIGATION
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
OPERATING REVENUES				
Assessment levy	\$ 82,644	\$ 108,735	\$ 125,921	86%
Direct bill: golf course	-	4,978	59,742	8%
Irrigation revenue	17,277	39,883	170,000	23%
Total revenues	<u>99,921</u>	<u>153,596</u>	<u>355,663</u>	43%
OPERATING EXPENSES				
Professional fees				
Audit	-	-	4,635	0%
Accounting	728	2,185	8,742	25%
Utility billing	7,766	7,766	45,000	17%
Miscellaneous	290	891	3,000	30%
Total professional fees	<u>8,784</u>	<u>10,842</u>	<u>61,377</u>	18%
Irrigation services				
Service/permit monitoring contracts	-	-	3,000	0%
Line repairs/labor	145	2,947	50,000	6%
Insurance	-	-	15,685	0%
Effluent water supply	28,811	28,811	114,000	25%
Electricity	5,171	6,912	30,000	23%
Pumps & machinery	1,039	4,458	15,000	30%
Depreciation	-	3,383	40,603	8%
Personnel	-	1,771	27,000	7%
Total utility expenses	<u>35,166</u>	<u>48,282</u>	<u>295,288</u>	16%
Total operating expenses	<u>43,950</u>	<u>59,124</u>	<u>356,665</u>	17%
Operating gain/(loss)	55,971	94,472	(1,002)	
NONOPERATING REVENUES/(EXPENSES)				
Interest, penalties & miscellaneous income	28	89	100	89%
Total nonoperating revenues (expenses)	<u>28</u>	<u>89</u>	<u>100</u>	89%
Change in net position	55,999	94,561	(902)	
Total net position - beginning	743,195	704,633	287,963	
Total net position - ending	<u>\$ 799,194</u>	<u>\$ 799,194</u>	<u>\$ 287,061</u>	

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Stoneybrook Community Development District held a Public Hearing and Regular Meeting on December 10, 2024 at 9:00 a.m., at the Stoneybrook Community Center, 11800 Stoneybrook Golf Boulevard, Estero, Florida 33928.

Present were:

Eileen Huff	Chair
Chris Brady (via telephone)	Vice Chair
Adam Dalton	Assistant Secretary
Philip Simonson	Assistant Secretary

Also present:

Chuck Adams	District Manager
Tony Pires	District Counsel
Mark Zordan	District Engineer
Kyle Schulte	Head Golf Pro
John Vuknic	Golf Superintendent
Lisa Paul	Property Manager
Phil Olive	Supervisor-Elect
Dennis Albani	HOA
Sharon Fenstermaker	Resident
Michelle Linglet	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:00 a.m.

Supervisors Huff, Dalton and Simonsen were present. Supervisor Brady joined later, via telephone. Supervisor Syroczyński was not present.

SECOND ORDER OF BUSINESS

Public Comments (5 Minutes)

Resident Sharon Fenstermaker reported that the new walking path has several cracks and asked which entity is responsible for upkeep. She thanked Mr. Dalton for visiting her area

40 and showing concern for the 208 owners on Lancaster Run after she repeatedly informed the
 41 Board that the streets are in bad shape and that condo owners knew that the CDD did not own
 42 the car ports and parking spaces in the front of their buildings. She recalled that, at the last
 43 meeting she attended, Mr. Pires distributed paperwork, provided a status update on the road
 44 project and asked the Board to continue keeping residents informed.

45 Ms. Huff stated the Board and District Staff are working to resolve the issue; the matter
 46 has not been pushed aside. This item will be discussed later in the meeting and Lancaster Run
 47 residents will be provided with perioding updates on the progress. Regarding the walking path,
 48 Mr. Adams stated that the CDD is responsible for the structural part but, under the new
 49 Agreement, the HOA is responsible for cleaning it.

50

51 **THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Newly
 Elected Supervisors [Philip Simonsen - Seat
 1, Chris Brady - Seat 2, Phil Olive - Seat 3]
 (the following to be provided in separate
 package)**

52

53

54

55

56

57 Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath
 58 of Office to Mr. Simonsen and Mr. Olive. Mr. Brady will be sworn in at or before the next
 59 meeting. He provided and briefly explained the following:

60 **A. Required Ethics Training and Disclosure Filing**

- 61 • **Sample Form 1 2023/Instructions**

62 **B. Membership, Obligations and Responsibilities**

63 **C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

64 **D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local
 65 Public Officers**

66 Mr. Pires discussed the ethics training requirement, the ethics law and Sunshine Law
 67 violations. He urged Board Members to contact him with any questions or concerns.

68

69 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-01,
 Electing and Removing Officers of the
 District and Providing for an Effective Date**

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Mr. Adams presented Resolution 2025-01. The following slate was nominated:

- | | |
|---------------|---------------------|
| Eileen Huff | Chair |
| Chris Brady | Vice Chair |
| Adam Dalton | Assistant Secretary |
| Phil Simonsen | Assistant Secretary |
| Phil Olive | Assistant Secretary |

No other nominations were made.

The Resolution removes the following Officer from the Board as of December 10, 2024:

- | | |
|--------------------|---------------------|
| Thomas Syroczynski | Assistant Secretary |
|--------------------|---------------------|

The following prior appointments by the Board remain unaffected by this Resolution:

- | | |
|---------------------|---------------------|
| Chuck E. Adams, Jr. | Secretary |
| Craig Wrathell | Assistant Secretary |
| Craig Wrathell | Treasurer |
| Jeff Pinder | Assistant Treasurer |

On MOTION by Mr. Simonsen and seconded by Mr. Dalton, with all in favor, Resolution 2025-01, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Award of Contract for Landscape Maintenance of Right-of-Ways, Water Management Areas and Similar Planting Areas Within the District

Mr. Adams stated, at the Board’s request, Staff solicited bids from five landscape vendors, held a mandatory pre-bid meeting wherein one vendor responded with an actual bid submittal, which is currently attached. Mr. Adams reviewed the proposal from Estate Landscape and Lawn Management (Estate).

Discussion ensued regarding Estate’s proposal, the landscape budget, whether to keep the work in house or hire the landscaping company, the impact of awarding the contract on current golf course employees, the net savings and the current landscape project status.

105 The Board consensus was to keep the work in house and forego engaging a new
 106 landscape maintenance vendor.

107

108 **On MOTION by Ms. Huff and seconded by Mr. Olive, with Ms. Huff, Mr. Olive**
 109 **and Mr. Dalton in favor and Mr. Simonsen dissenting, rejecting the Estate**
 110 **Landscaping and Lawn Management proposal, was approved. (Motion passed**
 111 **3-1)**

112

113

- 114 **▪ Public Hearing to Hear Public Comments and Objections to the Adoption of Chapter 1**
 115 **Relative to Regulations Including Rates, Fees and Charges for Its Golf Club, Pursuant to**
 116 **Sections 190.035 and 120.54, Florida Statutes**

117 **This item, previously the Eighth Order of Business, was presented out of order.**

118 **A. Affidavits of Publication**

119 **I. Rule Notices [Rule Development and Rulemaking]**

120 The affidavit of publication was included for informational purposes.

121 **B. Consideration of Resolution 2025-02, Adopting Chapter I of the Rules Relative to its**
 122 **Regulations Including Rates, Fees and Charges for its Golf Club; Providing a**
 123 **Severability Clause; and Providing an Effective Date**

124 Mr. Adams presented Resolution 2025-02 and called attention to the amended Public
 125 Golf Rate Schedule prepared by Mr. Schulte and the Pro Shop staff. The Amended Rate
 126 Schedule is comprehensive, timely and replaces the one that was previously adopted.

127 **Mr. Adams opened the Public Hearing.**

128 No affected property owners or members of the public spoke.

129 **Mr. Adams opened the Public Hearing.**

130 Discussion ensued regarding the fee increases on the Rate Schedule, changing the
 131 “twilight” play time and golf rounds.

132

133 **On MOTION by Ms. Huff and seconded by Mr. Olive, with all in favor,**
 134 **Resolution 2025-02, Adopting Chapter I of the Rules Relative to its Regulations**
 135 **Including Rates, Fees and Charges for its Golf Club; Providing a Severability**
 136 **Clause; and Providing an Effective Date, was adopted.**

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- **Continued Discussion: Lancaster Run Conveyance to District**
- **Discussion/Update: Lancaster Run Roadway Project**

These items, previously the Ninth and Twelfth Orders of Business, respectively, were presented out of order.

Referencing a handout, Mr. Pires stated the area was surveyed by Mr. Mark Haines, of Johnson Engineering, who prepared the graphic. Mr. Pires stated that he, Mr. Zordan and Mr. Haines discussed a few topics related to the Pinecrest Condominiums at Stoneybrook, including when certain tracts would be deeded to the CDD, if the Village of Estero (VOE) will treat them as a subdivision of a property, the CDD leasing the roadway tract and possible setbacks. Mr. Pires stated the question becomes will US Homes deed the property to the Master Association and then release it from the Master Association or will US Homes deed it to the Condominium Association, as part of the common area, and then release it. He felt that, at some point, US Homes would like to convey the property to the CDD because, if anything happens on the road, they will be held liable. He stated the group subsequently conferred with Mr. Dalton and Mr. Adams. He asked for Board direction regarding including the HOA in the conversation and to contact Ms. Mary Gibb, of the VOE, to request a meeting with all parties.

Discussion ensued regarding Ms. Gibb, US Homes, Lennar, the Master Condo Association, lot splits, subdivisions, isolated parcels, leasing the roadway tract, conveyance of the easement to the CDD, deeding certain parcels to the CDD, CDD-owned Lancaster Run plats and the CDD providing access to the amenity.

Ms. Huff summarized that Mr. Albani will coordinate with District Staff and participate in a meeting with the VOE, after the holidays. The District is diligently working together to resolve the matter and the Board should have more answers at the next meeting. This item will be on the next agenda.

SIXTH ORDER OF BUSINESS

District Engineer Staff Report: Johnson Engineering, Inc.

This item was presented following the Seventh Order of Business.

168

169 **SEVENTH ORDER OF BUSINESS**

Golf Course Staff Reports

170

171 **A. Golf Superintendent**

172 Mr. Vuknic reported the following:

173 ➤ Staffing: A common grounds employee passed away suddenly last week.

174 Ms. Huff asked for the name of the deceased so the CDD can help defray memorial costs
175 and honor him with a brick.

176 ➤ Evaluating the total monthly trash pickup costs is underway; the findings will be
177 reported at the next meeting.

178 **Mr. Brady joined the call.**

179

180 **On MOTION by Ms. Huff and seconded by Mr. Dalton, with all in favor,**
181 **authorizing Mr. Brady's attendance and full participation, via telephone, due to**
182 **exceptional circumstances, was approved.**

183

184

185 ➤ Palm and oak tree trimming have been completed.

186 Mr. Vuknic provided updates on golf course improvements/renovations on Holes #17
187 and #5 and the seawall on Hole #18.

188 Mr. Adams introduced Operations and District Manager, Mr. Shane Willis.

189 Discussion ensued regarding the saturation of water behind the wall, blowouts, rainfall
190 amounts from the previous year, how long the seawall will last, installing a drain behind the
191 wall, the seawall on #10, pilings, asking Johnson Engineering to address the seawall issue,
192 obtaining seawall repair quotes from vendors and how another CDD is managing its seawall
193 repairs.

194 ➤ The landscaping improvements at Duffy's were recently inspected with Ms. Paul.

195 Discussion ensued regarding the recently-installed plantings, ground cover, electrical,
196 constructing a paved pathway from Duffy's to the CDD parking lot, installing uplighting along
197 the walkway, allotting \$5,000 for the project, amending the Development Order and who will
198 obtain the LDO from the County.

199 ➤ Preliminary bids for the golf course renovation were received.

200 Discussion ensued regarding project costs, a \$4 million bond, federal grants, inquiring
201 about impact fees from the VOE to help fund the project, changing the name of the golf course,
202 project drawings and a renovation project meeting on January 10, 2025 at 9:00 a.m., in Mr.
203 Vuknic's office.

204 **B. Golf Pro**

205 Mr. Schulte reported the following:

206 ➤ Staffing: Several staffers are on vacation this month. Ms. Tyler Leon is getting married
207 on December 12, 2024.

208 ➤ Financials: Total revenue for October was \$237,000. In November, rounds were down by
209 11% but revenue was up 13%. Total revenue for November was \$415,000. The driving range is
210 doing very well; credit card swipes totaled \$20,000 and pre-paid tee time totaled \$23,000.

211 ➤ Staff has been forwarding weekly revenue and range reports with all the point-of-sale
212 data to the Board Members.

213 ➤ Mr. Schulte and Mr. Dalton recently gained access to a "view only" forum from Truist
214 Bank and were able to verify deposits and withdrawals and make sure the accounting is correct.

215 Mr. Dalton stated that he meets with golf course staff on the first Friday of each month
216 to review the golf course financials. He anticipates that the golf course will earn \$1 million more
217 revenue in 2025; the ball machine is consistently making \$1,000 per day. Mr. Schulte and his
218 team are doing a great job of fine-tuning and navigating the revenue on the rounds.

219 ➤ The golf course is hosting a Ladies' League party on Wednesday; the tent will be used.

220 Discussion ensued regarding HOA tent usage, how much it costs to put up and take
221 down the tent, the Duffy's patio, patio furniture and an upcoming renegotiation of the lease
222 with Duffy's.

223 ■ **District Engineer Staff Report: Johnson Engineering, Inc.**

224 **This item, previously the Sixth Order of Business, was presented out of order.**

225 Referencing slides, Mr. Zordan stated he, Mr. Olive and Mr. Vuknic inspected Hole #13
226 to consider expanding the green and removing the cypress trees. He researched the South
227 Florida Water Management District (SFWMD) permitting website and stated everything has

228 general conditions and special conditions. He discussed his findings regarding a pre-application
 229 meeting, the lakes, the preserve area, the trees and mitigation.

230 Ms. Huff asked Mr. Zordan to arrange a pre-application meeting with the SFWMD and
 231 include Mr. Simonsen, Mr. Vuknic and Mr. Schulte. Mr. Pires suggested recording the meeting.

232 Mr. Zordan stated he is still awaiting an LDO from the VOE regarding Duffy’s drainage.
 233 He will keep the Board updated.

234

235 **EIGHTH ORDER OF BUSINESS** **Public Hearing to Hear Public Comments**
 236 **and Objections to the Adoption of Chapter**
 237 **1 Relative to Regulations Including Rates,**
 238 **Fees and Charges for Its Golf Club,**
 239 **Pursuant to Sections 190.035 and 120.54,**
 240 **Florida Statutes**

241

242 This item was presented following the Fifth Order of Business.

243

244 **NINTH ORDER OF BUSINESS** **Continued Discussion: Lancaster Run**
 245 **Conveyance to District**

246

247 This item was addressed following the Fifth Order of Business.

248

249 **TENTH ORDER OF BUSINESS** **Discussion: Preserve Maintenance**

250

251 Ms. Huff stated that Mr. Jeff Key, from CES, was engaged to maintain the preserves. It
 252 was noted that the vendor has yet to start the project due to the ongoing maintenance contract
 253 transition from the HOA to the CDD and the terms of engagement.

254

255 **ELEVENTH ORDER OF BUSINESS** **Update/Continued Discussion: Roof**
 256 **Damage Claims from Hurricane Ian**

257

258 Mr. Dalton stated he and Mr. Pires will confer with Wildcat Roofing on December 12,
 259 2024. He recalled that, at the last meeting, the Board considered a \$361,980 proposal from
 260 Wildcat Roofing to redo the roofs on the maintenance building, the cart barn, the pump house
 261 and both restrooms. The deductible would be \$17,000; Staff is researching what the CDD’s

262 insurance carrier is willing to pay. Before inviting the Insurance Adjuster back, the Board must
263 clarify the Wildcat Roofing documents. Mr. Pires will arrange a meeting with the Claims Officer.

264

265 **TWELFTH ORDER OF BUSINESS** **Discussion/Update: Lancaster Run**
266 **Roadway Project**

267

268 This item was addressed following the Fifth Order of Business.

269

270 **THIRTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
271 **Statements as of October 31, 2024**

272

273 Ms. Huff presented the Unaudited Financial Statements as of October 31, 2024.

274 Mr. Vuknic and Mr. Willis responded to questions regarding equipment irrigation, the
275 "Line repairs/Labor" line item, Series 2014 bond, lease payables and the Proprietary Fund.

276 Mr. Olive asked for the October, November and December 2024 financials to be
277 presented at the next meeting.

278 The consensus was to defer accepting the financial statements until the January 2025
279 meeting.

280

281 **FOURTEENTH ORDER OF BUSINESS** **Approval of November 12, 2024 Regular**
282 **Meeting Minutes**

283

284 The following changes were made:

285 Line 47: Change "Weymouth" to "Waymouth"

286 Lines 188 and 189: Delete entire sentence.

287

288 **On MOTION by Mr. Simonsen and seconded by Ms. Huff, with all in favor, the**
289 **November 12, 2024 Regular Meeting Minutes, as amended, were approved.**

290

291

292 **FIFTEENTH ORDER OF BUSINESS** **Staff Reports**

293

294 **A. District Counsel: Tony Pires, Esquire**

295 **• Update: Duffy's Balance Report**

296 Mr. Pires stated there was no update; he will follow-up regarding the report.

297 Mr. Dalton stated the Board and Staff addressed and clarified the ongoing air quality
298 and building science issues in the Duffy's building.

299 Ms. Paul stated there was an air conditioning issue in the private dining room over the
300 weekend, which was subsequently repaired.

301 Mr. Dalton stated the Board must consider a new a/c vendor, now that the Duffy's
302 building is under positive pressure.

303 **B. District Manager: Wrathell, Hunt and Associates, LLC**

304 **I. Irrigation Reports**

305 **a. High Irrigation Users**

306 **b. Irrigation Disconnect**

307 These items were included for informational purposes.

308 **II. UPCOMING MEETING/WORKSHOP**

309 ➤ **January 28, 2025 at 9:00 AM [Regular Meeting]**

310 ➤ **January 28, 2025 at 5:30 PM [Joint Workshop with Homeowner's
311 Association]**

312 • **QUORUM CHECK**

313

314 **SIXTEENTH ORDER OF BUSINESS**

Supervisors' Requests

315

316 Mr. Simonsen asked about unpaid invoices for 30 and 60 days and if the CDD takes
317 advantage of any discounts.

318 Discussion ensued regarding late fees and fine-tuning the accounts payable process.

319 Mr. Dalton stated 2024 was a very productive year and noted highlights, including hiring
320 Mr. Schulte, implementation of new pricing for the golf course, hiring of a new mechanic,
321 upgrading the restrooms on Holes #6 and #14, new health benefits, a new phone system, new
322 roads, new sidewalks, new ball machine, new starter shack, Duffy's parking lot and the pump
323 house.

324 Ms. Huff stated Mr. Dalton has been very productive but thinks it was necessary to split
325 the work. She stated she will work with Mr. Vuknic and his staff and provide backup on the
326 financials. She assigned the following tasks:

- 327 ➤ Mr. Brady: Continue responding to resident emails.
- 328 ➤ Mr. Dalton: Continue with the financials and work with Mr. Pires on Lancaster Run.
- 329 ➤ Mr. Simonsen: Focus on the golf course and upgrades relating to the golf course.
- 330 ➤ Mr. Olive: Focus on common grounds landscaping, the roads and work with Ms. Paul on
331 Duffy's issues.

332 Mr. Willis stated the next meeting will be on January 28, 2025.

333

334 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

335

336 **On MOTION by Mr. Simonsen and seconded by Mr. Dalton, with all in favor,**
337 **the meeting adjourned at 11:25 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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344

345

346

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348 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

Bla

RTE-LOCT-RS	RTECD	SERVICE DESCRIPTION	PRESENT	PREVIOUS	MULT	CONSUMED	BILLED	TAXES-S	DEMAND	DAYS	LST MON	LST YEAR	REL CONS	PERIOD DATES
770-0007-02	I 001	PAUL DAVID LAINE W21058940 SFR IRRIGATION	161030	143810	1	17220	14.88		00000045		8290	16590	H 15701	11/29/24-12/24/24
770-0012-02	I 001	EDWIN RIVERA W20501036 SFR IRRIGATION	569000	528490	1	40510	74.79		00000065		34610	24610	H 15701	11/29/24-12/24/24
770-0015-03	I 001	OWEN F FEENEY W86626682 SFR IRRIGATION	1345040	1324820	1	20220	21.63		00000300		24150	20230	H 15701	11/29/24-12/24/24
770-0016-01	I 001	RICHARD/DIANE ALBRIGHT W37159091 SFR IRRIGATION	1105800	1088020	1	17780	16.14		00000310		23210	19490	H 15701	11/29/24-12/24/24
770-0020-04	I 001	CARIN PITZER W21058935 SFR IRRIGATION	311630	294890	1	16740	13.80		00000320		8960	10380	H 15701	11/29/24-12/24/24
770-0022-03	I 001	STEPHEN/PAM ELLER W22223100 SFR IRRIGATION	287730	259800	1	27930	40.19		00000325		27150	20470	H 15701	11/29/24-12/24/24
770-0035-01	I 001	GAIL WOJTYNA W37810910 SFR IRRIGATION	896540	866070	1	30470	47.18		00000355		34830	23620	H 15701	11/29/24-12/24/24
770-0037-01	I 001	WALDEMAR/EWA WOJTAS W16398840 SFR IRRIGATION	194610	177960	1	16650	13.60		00000360		21720	14000	H 15701	11/29/24-12/24/24
770-0040-01	I 001	MARK/KAREN MCCAW W37159047 SFR IRRIGATION	909330	880250	1	29080	43.36		00000370		43560	28830	H 15701	11/29/24-12/24/24
770-0044-03	I 001	CHRISTOPHER SIMONEAU W37158900 SFR IRRIGATION	1059030	1034150	1	24880	32.12		00000380		25020	14660	H 15701	11/29/24-12/24/24
770-0046-03	I 001	OSVALDO/ALINA VERGEL W22223108 SFR IRRIGATION	242750	220890	1	21860	25.32		00000220		9240	18870	H 15701	11/29/24-12/24/24
770-0047-01	I 001	DAVE/ANN BEVERLY W20062596 SFR IRRIGATION	863100	837010	1	26090	35.13		00000385		28430	14890	H 15701	11/29/24-12/24/24
770-0048-01	I 001	GARY W. MULLINS W22223105 SFR IRRIGATION	277760	257920	1	19840	20.78		00000215		19130	14820	H 15701	11/29/24-12/24/24
770-0055-01	I 001	ROBERT/MARION OLDHAM W37810839 SFR IRRIGATION	939550	923290	1	16260	12.72		00000405		17740	36440	H 15701	11/29/24-12/24/24
770-0058-01	I 001	JAMES/JANICE JORDAN W21058941 SFR IRRIGATION	361450	338140	1	23310	28.58		00000415		20	37310	H 15701	11/29/24-12/24/24
770-0059-02	I 001	DARRIN/KRISTEN SCHMITZ W86626405 SFR IRRIGATION	2152500	2136040	1	16460	13.17		00000070		42930	9200	H 15701	11/29/24-12/24/24
770-0060-02	I 001	JOHN/TATIANA KIKEL W20062631 SFR IRRIGATION	926990	893170	1	33820	56.39		00000190		35050	25740	H 15701	11/29/24-12/24/24
770-0061-01	I 001	HUDSON/ELSA ROGERS W36889018 SFR IRRIGATION	850130	829240	1	20890	23.14		00000075		21390	7660	H 15701	11/29/24-12/24/24

UB130DCL

QSYSPRT

RTE-LOCT-RS	RTECD	SERVICE DESCRIPTION	PRESENT	PREVIOUS	MULT	CONSUMED	BILLED	TAXES-S	DEMAND	DAYS	LST MON	LST YEAR	REL	CONS	PERIOD DATES
770-0065-04 TRACI/PETER MACIOW W23124207	I 001	SFR IRRIGATION 21612 BELHAVEN WAY	1586070	1567080	1	18990	18.86		00000085		23260	16230	H	15701	11/29/24-12/24/24
770-0066-02 ED DELVA W36889013	I 001	SFR IRRIGATION 21613 BELHAVEN WAY	565950	545880	1	20070	21.29		00000175		24060	6420	H	15701	11/29/24-12/24/24
770-0072-01 PAUL F. MCFARLAND W37159044	I 001	SFR IRRIGATION 21628 BELHAVEN WAY	661080	642870	1	18210	17.11		00000105		18910	3680	H	15701	11/29/24-12/24/24
770-0075-02 GARY WHEELER W37810837	I 001	SFR IRRIGATION 21633 BELHAVEN WAY	953300	924450	1	28850	42.72		00000155		31730	25300	H	15701	11/29/24-12/24/24
770-0079-02 SCOTT/MIRIAM SUTTON W21058948	I 001	SFR IRRIGATION 21645 BELHAVEN WAY	147530	116420	1	31110	48.94		00000140			45230	H	15701	11/29/24-12/24/24
770-0089-09 *DAVID MYERS W37158882	I 001	SFR IRRIGATION 21509 BERWHICH RUN	635260	619120	1	16140	12.45		00000580		2620	9260	H	15701	11/29/24-12/24/24
770-0094-01 JOHN H./ELIZABETH MANCINI W37810854	I 001	SFR IRRIGATION 21520 BERWHICH RUN	676470	655130	1	21340	24.15		00000620		23460	16450	H	15701	11/29/24-12/24/24
770-0108-04 MOLLIE HENDERSON W37159073	I 001	SFR IRRIGATION 21554 BERWHICH RUN	560670	541480	1	19190	19.31		00000655		28810		H	15701	11/29/24-12/24/24
770-0117-01 ANTHONY/HELEN RUOCCO,JR W24001842	I 001	SFR IRRIGATION 21575 BERWHICH RUN	50750	30400	1	20350	21.92		00000510		20080	20680	H	15701	11/29/24-12/24/24
770-0129-01 STUART/DONNA RAYNOR W22186856	I 001	SFR IRRIGATION 21607 BERWHICH RUN	1417240	1395760	1	21480	24.47		00000480		24540	21580	H	15701	11/29/24-12/24/24
770-0130-03 GALEN WHITE W22127658	I 001	SFR IRRIGATION 21608 BERWHICH RUN	1611990	1592520	1	19470	19.94		00000710		23320		H	15701	11/29/24-12/24/24
770-0159-02 IVA ROGIC W21058933	I 001	SFR IRRIGATION 21116 BRAXFIELD LOOP	230370	214410	1	15960	12.05		00000800		17330	6070	H	15701	11/29/24-12/24/24
770-0165-02 DONALD/FERNANDE AUSTIN W21058943	I 001	SFR IRRIGATION 21140 BRAXFIELD LOOP	225990	204270	1	21720	25.01		00000830		19200	9930	H	15701	11/29/24-12/24/24
770-0168-02 THOMAS PELUSE W24001829	I 001	SFR IRRIGATION 21152 BRAXFIELD LOOP	23780	50	1	23730	29.53		00000845		30	8730	H	15701	11/29/24-12/24/24
770-0170-03 GUIKA GROUP LLC W21058926	I 001	SFR IRRIGATION 21159 BRAXFIELD LOOP	581290	562060	1	19230	19.40		00001185		20340	25020	H	15701	11/29/24-12/24/24
770-0171-02 MICHEL GOUDREULT W20062511	I 001	SFR IRRIGATION 21160 BRAXFIELD LOOP	599220	583000	1	16220	12.63		00000860		19560	9640	H	15701	11/29/24-12/24/24
770-0173-02 DANA/CHRISTINE HUTCHINSON W20501024	I 001	SFR IRRIGATION 21167 BRAXFIELD LOOP	544850	525470	1	19380	19.74		00001175		24650		H	15701	11/29/24-12/24/24
770-0175-03 MICHAEL A VOIT W19208753	I 001	SFR IRRIGATION 21171 BRAXFIELD LOOP	928470	911070	1	17400	15.29		00001170		18490	20490	H	15701	11/29/24-12/24/24

RTE-LOCT-RS	RTECD	SERVICE DESCRIPTION	PRESENT	PREVIOUS	MULT	CONSUMED	BILLED	TAXES-S	DEMAND	DAYS	LST MON	LST YEAR	REL	CONS	PERIOD DATES
770-0191-02 STEVEN/JUDY BOEKER W86626298	I 001	SFR IRRIGATION 21204 BRAXFIELD LOOP	2028960	2012830	1	16130	12.43		00000910		20290	15360	H	15701	11/29/24-12/24/24
770-0199-02 KURT R. BRINKMAN W86626264	I 001	SFR IRRIGATION 21219 BRAXFIELD LOOP	2647810	2631810	1	16000	12.14		00001110		13560	20440	H	15701	11/29/24-12/24/24
770-0212-02 GARY TROESTER W16377277	I 001	SFR IRRIGATION 21252 BRAXFIELD LOOP	521150	504880	1	16270	12.74		00000970		19740	12020	H	15701	11/29/24-12/24/24
770-0234-01 CHRISTOPHER/MARY VANDERHOEF W19208765	I 001	SFR IRRIGATION 21310 BRAXFIELD LOOP	637850	619080	1	18770	18.37		00001040		10870	14220	H	15701	11/29/24-12/24/24
770-0244-04 WILLIAM/LINDA WEISBURGER W20501033	I 001	SFR IRRIGATION 21527 BRIXHAM RUN LOOP	333330	313530	1	19800	20.69		00001715			2930	H	15701	11/29/24-12/24/24
770-0251-01 JOEY/SANDRA HATFIELD W19208778	I 001	SFR IRRIGATION 21540 BRIXHAM RUN LOOP	925780	908690	1	17090	14.59		00001225	34	17340		H	15701	11/29/24-12/24/24
770-0269-02 JOHN/LESLIE DULMER W86626803	I 001	SFR IRRIGATION 21580 BRIXHAM RUN LOOP	2574010	2557100	1	16910	14.18		00001265		14910	4480	H	15701	11/29/24-12/24/24
770-0326-01 KEVIN ALEXANDER W37158904	I 001	SFR IRRIGATION 21726 BRIXHAM RUN LOOP	571500	550240	1	21260	23.97		00001365		8010		H	15701	11/29/24-12/24/24
770-0337-01 BERNARD THYE W60062568	I 001	SFR IRRIGATION 21768 BRIXHAM RUN LOOP	690440	671990	1	18450	17.65		00001370		29940	4500	H	15701	11/29/24-12/24/24
770-0338-02 ALICE/MELVIN DUDECK W22223087	I 001	SFR IRRIGATION 21769 BRIXHAM RUN LOOP	97730	79600	1	18130	16.93		00001410		2660	7810	H	15701	11/29/24-12/24/24
770-0340-02 MICHAEL GORMAN W15401673	I 001	SFR IRRIGATION 21777 BRIXHAM RUN LOOP	469210	469080	1	22390	26.51		00001400			10	H	15701	11/29/24-12/17/24
770-0354-04 ALISON/KENNETH BROWN W21058952	I 001	SFR IRRIGATION 11536 CHAPLIS LANE	383460	362620	1	20840	23.03		00001755		19160		H	15701	11/29/24-12/24/24
770-0357-01 DONALD/CHERYL MURRAY W86626506	I 001	SFR IRRIGATION 11548 CHAPLIS LANE	2257370	2241420	1	15950	12.02		00001740		16660	16460	H	15701	11/29/24-12/24/24
770-0371-03 PETER PRESTON W22223092	I 001	SFR IRRIGATION 21646 HELMSDALE RUN	171400	151610	1	19790	20.66		00001970		20000	7310	H	15701	11/29/24-12/24/24
770-0380-03 RYAN MACPHEE W37810842	I 001	SFR IRRIGATION 21680 HELMSDALE RUN	377810	358790	1	19020	18.93		00001945			9950	H	15701	11/29/24-12/24/24
770-0391-02 PHILLIP/JULIE FRANKLIN W37158894	I 001	SFR IRRIGATION 21727 HELMSDALE RUN	1392670	1371970	1	20700	22.71		00001870		24030	32750	H	15701	11/29/24-12/24/24
770-0398-02 CHARLES/DEBRA MURPHY W22142719	I 001	SFR IRRIGATION 21751 HELMSDALE RUN	1901340	1878950	1	22390	26.51		00001885		17430	29100	H	15701	11/29/24-12/24/24
770-0679-01 NANCY L. FABING W37159018	I 001	SFR IRRIGATION 21500 LANGHOLM RUN	709510	673960	1	35550	61.15		00002035		35350	11110	H	15701	11/29/24-12/24/24

UB130DCL

QSYSPRT

RTE-LOCT-RS	RTECD	SERVICE DESCRIPTION	PRESENT	PREVIOUS	MULT	CONSUMED	BILLED	TAXES-S	DEMAND	DAYS	LST MON	LST YEAR	REL	CONS	PERIOD DATES
770-0688-02		TIMOTHY/KIMBERLY ROBINSON W37810841							00002055						
	I 001	SFR IRRIGATION	834580	818700	1	15880	11.87				20790	14410	H	15701	11/29/24-12/24/24
770-0693-03		ANGELA STONE W12133330							00002070						
	I 001	SFR IRRIGATION	1933920	1916630	1	17290	15.04					19322	H	15701	11/29/24-12/24/24
770-0695-02		PAUL M. CARVEY W24001845							00002075						
	I 001	SFR IRRIGATION	69730	42970	1	26760	36.98				37590	31700	H	15701	11/29/24-12/24/24
770-0697-01		JOSEPH/JEWEL FAERBER W21058932							00003025						
	I 001	SFR IRRIGATION	300390	280210	1	20180	21.54				43890	9660	H	15701	11/29/24-12/24/24
770-0698-01		JOHN/KATHLEEN CULLEN W37158916							00003150						
	I 001	SFR IRRIGATION	1403700	1377980	1	25720	34.12				22860	22850	H	15701	11/29/24-12/24/24
770-0708-02		THOMAS L. PATRICCA W22223116							00003125						
	I 001	SFR IRRIGATION	155070	138770	1	16300	12.81				18970		H	15701	11/29/24-12/24/24
770-0721-01		GREGGORY/MARLISA HAMILTON W21026755							00003095						
	I 001	SFR IRRIGATION	424560	406740	1	17820	16.23				24690	15930	H	15701	11/29/24-12/24/24
770-0824-02		ROBERT/MELANIE PROULX W20501025							00003295						
	I 001	SFR IRRIGATION	912940	894350	1	18590	17.96				22700	17360	H	15701	11/29/24-12/24/24
770-0829-04		SAMANTHA/TIMOTHY GRIFFIN W86626605							00003305						
	I 001	SFR IRRIGATION	1682620	1666570	1	16050	12.25				21410	16260	H	15701	11/29/24-12/24/24
770-0842-01		VIRGIL P./CATHERINE KUNTZ W16398834							00003245						
	I 001	SFR IRRIGATION	267580	251350	1	16230	12.65				19940	16410	H	15701	11/29/24-12/24/24
770-0855-01		ALAN RODRIGUEZ W20062613							00003370						
	I 001	SFR IRRIGATION	847430	827830	1	19600	20.24				23640	21150	H	15701	11/29/24-12/24/24
770-0862-01		DEBRA AYER W37810903							00003195						
	I 001	SFR IRRIGATION	1066520	1049600	1	16920	14.21				17490	8890	H	15701	11/29/24-12/24/24
770-0877-02		CHERYL GALLAGHER W86626547							00003425						
	I 001	SFR IRRIGATION	1976900	1961180	1	15720	11.51				20260	15460	H	15701	11/29/24-12/24/24
770-0880-04		CHELSEA/MICHAEL GANEY W16398837							00003595						
	I 001	SFR IRRIGATION	324130	307520	1	16610	13.51				30880		H	15701	11/29/24-12/24/24
770-0886-06		DIANE FRANCES/ALLEN RYAN SHAW W37158909							00003585						
	I 001	SFR IRRIGATION	1248800	1232730	1	16070	12.29				22630	15270	H	15701	11/29/24-12/24/24
770-0899-01		KENNETH H. HASHIMOTO W37810916							00003560						
	I 001	SFR IRRIGATION	987150	969350	1	17800	16.19				23600	5010	H	15701	11/29/24-12/24/24
770-0906-02		ROBERT/LISA SCHOBER W37159014							00003545						
	I 001	SFR IRRIGATION	1448580	1428780	1	19800	20.69				24450	15320	H	15701	11/29/24-12/24/24
770-0908-03		MICHAEL MCGUNN W23011009							00003540						
	I 001	SFR IRRIGATION	280660	264290	1	16370	12.97				23610	16570	H	15701	11/29/24-12/24/24

UB130DCL

QSYSPRT

RTE-LOCT-RS	RTECD	SERVICE DESCRIPTION	PRESENT	PREVIOUS	MULT	CONSUMED	BILLED	TAXES-S	DEMAND	DAYS	LST MON	LST YEAR	REL CONS	PERIOD DATES
770-0909-02	I	18TH TEE LLC W21383628	11438	1799920	1	17830	16.25		00003520		24620	19070	H 15701	11/29/24-12/24/24
770-0912-01	I	DONALD/SANDRA BARTCH W22223189	11446	206340	1	19100	19.11		00003530		23140	11930	H 15701	11/29/24-12/24/24
770-0922-04	I	KATHY/LAWRENCE GREGORY W22223185	21217	130300	1	19400	19.79		00003675		18050		H 15701	11/29/24-12/24/24
770-0963-04	I	DAVID/DEBRA KURSH W86626443	21521	1918980	1	17780	16.14		00004165		16250	17380	H 15701	11/29/24-12/24/24
770-0990-02	I	DAVID B.BATES W86424019	21576	1543700	1	17260	14.97		00004295		13070	20440	H 15701	11/29/24-12/24/24
770-0991-01	I	MAUREEN LISTRO W37158929	21577	753860	1	27040	37.75		00004095		7590	8380	H 15701	11/29/24-12/24/24
770-0998-03	I	KATHY LYNN W21058942	21592	201880	1	15980	12.09		00004315		15250	11410	H 15701	11/29/24-12/24/24
770-1021-01	I	TRACI CORBETT W86424067	21640	1818600	1	18780	18.39		00004375		17330	15760	H 15701	11/29/24-12/24/24
770-1029-02	I	MORSHED KHAN W37158922	21660	1116720	1	21800	25.19		00003790		8090	38080	H 15701	11/29/24-12/24/24
770-1046-02	I	THOMAS/BRENDA MELILLO W22223099	21692	93780	1	17180	14.79		00003830		11330	4050	H 15701	11/29/24-12/24/24
770-1049-01	I	CHERYL L GARVIE W37159065	21699	542150	1	17790	16.16		00003950		9350	6620	H 15701	11/29/24-12/24/24
770-1053-02	I	PAUL J. PULEO W86424093	21707	1670470	1	18960	18.80		00003940		17990	7290	H 15701	11/29/24-12/24/24
770-1057-02	I	VAUGHN/BARBARA WILLIAMS W86424089	21715	1152530	1	33100	54.41		00003930		12130	13060	H 15701	11/29/24-12/24/24
770-1104-01	I	JAMES/KARIN MARCHETTI W21383629	11402	3105700	1	19680	20.42		00004545		20280	21160	H 15701	11/29/24-12/24/24
770-1105-02	I	JERRY/BONNIE BOLLIN W21026754	11404	425310	1	19250	19.45		00004550		19900	7400	H 15701	11/29/24-12/24/24
770-1109-03	I	JOSEPH LETSON W21058931	11412	1085270	1	47230	93.27		00004560		58090	41850	H 15701	11/29/24-12/24/24
770-1115-03	I	MELISSA MCDUGAL/SCOTT BROWN W21058930	11424	656150	1	23410	28.81		00004575		24440	21300	H 15701	11/29/24-12/24/24
770-1117-01	I	TONY/PAULA SANCHEZ W21058925	11426	562980	1	18760	18.35		00004580		17700	20780	H 15701	11/29/24-12/24/24

RTE-LOCT-RS	RTECD SERVICE DESCRIPTION	PRESENT	PREVIOUS	MULT	CONSUMED	BILLED	TAXES-S	DEMAND	DAYS	LST MON	LST YEAR	REL CONS	PERIOD DATES
770-9001-01	STONEBROOK VILLAS I DEPT.567 CONSUMPTION BILLED @ 88% W20083177 I 002 MULTI-FAM/CONDO	57449	57162	100	257576	188.03		00002010	30	330792	333608	H 75501	11/29/24-12/24/24
770-9010-01	VILLAS II STONEYBROOK MASTER PORTRUSH COMMUNITY W20083153 I 002 MULTI-FAM/CONDO	554947	547634	100	643544	469.79		00002015		779592	605088	H 75501	11/29/24-12/24/24
770-9015-01	PINECREST PINECREST #1 W20201072 I 003 IRRIGATION VILLA	502411	492321	100	252250	196.07		00002020		429525	1775	H 75501	11/29/24-12/24/24
770-9016-01	PINECREST PINECREST #3 W20201072 I 003 IRRIGATION VILLA	502411	492321	100	252250	196.07		00002025		429525	1775	H 75501	11/29/24-12/24/24
770-9017-01	PINECREST C/O PRECEDENT HOSP PINECREST #2 W20201072 I 003 IRRIGATION VILLA	502411	492321	100	252250	196.07		00000000		429525	1775	H 75501	11/29/24-12/24/24
770-9018-01	PINECREST C/O PRECEDENT HOSP PINECREST #4 W20201072 I 003 IRRIGATION VILLA	502411	492321	100	252250	196.07		00000000		429525	1775	H 75501	11/29/24-12/24/24

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
Bib**

STONEBROOK CDD

FROM: ANA VIVIAN GIRALDEZ

1/8/2025

UPDATED LIST FOR IRRIGATION WATER DISCONNECTED

NAME	ADDRESS	METER	ACCT #	AMOUNT
CLARK	21201 BRAXFIELD LOOP	W19208757	770-0190-02	\$388.75
ZOLA	21600 WINDHAM RUN	W86423997	770-1001-01	\$3,163.41
PICKARD	21667 WINDHAM RUN	W37810843	770-1033-02	\$292.02
MONTUFAR	21523 BELHAVEN WAY	W86626670	770-0026-01	\$176.82
KOETH	21175 BRAXFIELD LOOP	W36888997	770-0177-02	\$283.86

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
BII**

STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

Stoneybrook Community Center, 11800 Stoneybrook Golf Boulevard, Estero, Florida 33928

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2024	Regular Meeting	9:00 AM
November 12, 2024*	Regular Meeting	6:00 PM
December 10, 2024**	Public Hearing & Regular Meeting	9:00 AM
January 28, 2025	Regular Meeting	9:00 AM
January 28, 2025	Joint Workshop with Homeowner's Association	5:30 PM
February 25, 2025	Regular Meeting	6:00 PM
March 25, 2025	Regular Meeting	9:00 AM
April 22, 2025	Regular Meeting	9:00 AM
May 27, 2025	Regular Meeting	6:00 PM
June 24, 2025	Regular Meeting	9:00 AM
July 22, 2025	Regular Meeting	9:00 AM
August 26, 2025	Regular Meeting	6:00 PM
September 23, 2025	Regular Meeting	9:00 AM

Exceptions

**November meeting is two (2) weeks earlier to accommodate Thanksgiving holiday*

***December meeting is two (2) weeks earlier to accommodate Christmas holiday*