

STONEBROOK

COMMUNITY DEVELOPMENT DISTRICT

July 25, 2023

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

July 18, 2023

Board of Supervisors
Stoneybrook Community Development District

Dear Board Members:

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

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

The Board of Supervisors of the Stoneybrook Community Development District will hold a Regular Meeting on July 25, 2023 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. Golf Course Staff Reports
 - A. Golf Superintendent
 - B. Golf Pro
4. Discussion: Road Repair Project Manual
5. Golf Course Related Items
 - A. Towing Policy
 - I. Consideration of Resolution 2023-06, Outlining Towing/Removal Procedures for Vehicles or Vessels Parked or Located in District Designated "Tow-Away Zones", Including but Not Limited to District Owned Drives and Parking Areas; Providing Definitions; Providing an Effective Date
 - II. Consideration of Red's O.K. Auto & Truck Repair, Inc., Towing Contract
 - B. Discussion: Mancini Box Truck
 - C. Discussion: Additional Payments for the Revenue Bond
6. Update: Development Order, Zoning and Permit Matters Relating to Commercial Parcel in Northeast Portion of Community [Corkscrew Pines]
7. Discussion/Presentation of Tree Encroachment Policy

- 8. Discussion: Fiscal Year 2024 Budget
- 9. Acceptance of Unaudited Financial Statements as of June 30, 2023
- 10. Approval of June 27, 2023 Regular Meeting Minutes
- 11. Staff Reports
 - A. District Counsel: *Tony Pires, Esquire*
 - Presentation of Sunshine Law
 - B. District Engineer: *Johnson Engineering, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Discussion: Public Participation by Call-In or Virtual
 - NEXT MEETING DATE: August 22, 2023 at 6:00 PM [Fiscal Year 2024 Budget Adoption Hearing]


○ 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

- 12. Supervisors' Requests
- 13. 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**

4

CONSTRUCTION CONTRACT DOCUMENTS

FOR



SITE IMPROVEMENTS

PREPARED FOR:



Community Development District
9200 Bonita Beach Road Ste. 214
Bonita Springs, Florida 34135

PREPARED BY:



2122 Johnson Street
Post Office Box 1550
Fort Myers, Florida 33902-1550

JULY 2023

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STONEYBROOK

BID TABULATION FORM

SECTION 1.00

CONTRACTOR: **(CONTRACTOR)**

FOR: The PROJECT officially known as *Stoneybrook Milling and Resurfacing Project*, consists of:

- (1) Asphalt roadway milling and resurfacing
- (2) Concrete curb/gutter replacement
- (3) Concrete sidewalk section replacements
- (4) Asphalt pathway milling and resurfacing

TO: Mr. Chelsey Adams
Director of Operations
Stoneybrook Community Development District
9220 Bonita Beach Road, Suite 214
Bonita Springs, Florida 34135

Mr. Adams:

We have examined the local conditions affecting the work, all the Contract Documents on file, including the instructions to Bidders, this Proposal form, the General Conditions, Special Conditions, Agreement, the Detailed Specifications, Plans, all addenda and exhibits for the above-described project, the site of the work, and hereby propose and agree:

1.01 UNIT PRICE BID

To furnish all labor, material, tools, equipment, utility and transportation services, and insurance; pay any and all applicable sales, use, excise or similar tax; and provide everything necessary to perform and complete in a workmanlike manner Stoneybrook Asphalt Milling and Resurfacing project in accordance with the plans and specifications prepared by Johnson Engineering, Inc.

STONEYBROOK ASPHALT MILLING AND RESURFACING PROJECT

BID TABULATION

Stoneybrook CDD Roadway Milling & Resurfacing Project					
ITEM	UNIT	ESTIMATED QUANTITY	CONTRACTOR VERIFIED QUANTITY	UNIT PRICE	TOTAL
Phase 1					
Mobilization	LS	1		\$	\$
Maintenance of Traffic	LS	1		\$	\$
Milling Existing Asphalt (1.5" Depth)	SY	X		\$	\$
1.5" Asphalt (SP 9.5 or S-III Marshall Mix) (Inc. Pathway)	TN	X		\$	\$
Contingency Roadway Base (LBR 100) (Min 8")	SY	X		\$	\$
Remove and Replace Concrete Curb and Gutter	LF	X		\$	\$
Remove and Replace Concrete sidewalk (6" Thick)	SY	X		\$	\$
Retro-Reflective Pavement Markers, Inc. Hydrant Markers	LS	1		\$	\$
Pavement Markings and Reflective Pavement Markers	LS	1		\$	\$
OWNER ALLOWANCE				\$XX	\$
				BID TOTAL	\$

Unit Definitions – LS (Lump Sum), SY (Square Yards), TN (Tons), LF (Linear Feet)

1. Please note that existing water valve risers and sanitary sewer manholes exist within limits of roadway. Contractor to work around existing utilities during milling operations and finish asphalt flush with existing utilities. Contractor to verify extent of utilities and include in bid. No additional compensation shall be made.
2. Contractor shall prime all milled surfaces prior to paving. Cost shall be inherent to the cost of asphalt.
3. Any damage inflicted to surrounding area and adjacent properties is at Contractor's expense
4. Contractor shall document the quantity and make a video recording of the existing pavement marking. The Contractor shall replace pavement markings at existing locations following pavement operations. All pavement markings shall be thermoplastic. Temporary markings shall be placed the same day as the surface is altered either by milling or paving.
5. The conceptual estimated quantities provided are strictly reserved for planning purposes and actual quantities will need to be verified by Contractor/Representative prior to any pavement activities commence. OWNER does not guarantee any quantities disclosed on this bid form.
6. Additional line items may be added to Bid at the Contractor's discretion
7. All required local permitting is the responsibility of the contractor and cost is inherent to this bid. No additional compensation shall be made.

1.02 EXTRA WORK

To do any and all extra work, as defined in the General Conditions, which may be ordered by the Engineer or the Owner and to accept as full compensation therefore such prices as are determined pursuant to the provisions of the General Conditions.

Alternates are items of work, which at the direction of the Engineer may replace or be required to be performed. The selection of an alternate material or procedure is to be performed in the same workmanlike manner as the standard bid items. The contractor may be requested to provide a unit price to perform or provide an alternate item(s).

1.03 COMPLETION SCHEDULE

- Award Contract
- Commence Construction
- Substantial Completion
- Construction Completion

1.04 SUBCONTRACTOR LISTING

To employ the following listed Subcontractors for the following enumerated classes of work:

SUBCONTRACTOR	CLASS OF WORK

1.05 INCIDENTAL WORK

Items of work or materials required whether or not shown on the Contract Plans for the proper installation and construction of items bid under this contract and for which no units are listed on the proposal shall be considered as incidental to the items bid and the cost included therein.

IN WITNESS WHEREOF, the Proposal is executed this ____ day of _____, 2023
(NOTE: Attach any necessary Power of Attorney.)

IN THE PRESENCE OF:

(CONTRACTOR)

By: _____

Printed Name & Title

ADDRESS

ADDRESS

Email:

Phone:

By: _____
Witness

By: _____
(Signature)

STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT AGREEMENT

Site Improvements

THIS AGREEMENT, made this _____ day of _____, 2023, by and between Stoneybrook Community Development District, 9220 Bonita Beach Road, Suite 214, Bonita Springs, Florida 34135 (hereinafter referred to as “OWNER”) and **(Contractor)**, having its principal office located at **(Address)**, (hereinafter called “CONTRACTOR”).

WITNESSETH

WHEREAS, CONTRACTOR represents that it possesses the experience and qualifications necessary for the successful accomplishment of the work for which provision herein is made; and

WHEREAS, it is the desire of the parties hereto to enter into an agreement with respect to Stoneybrook Community Development District Site Improvements and related work as shown on the plans prepared by Johnson Engineering, Inc. for the aforesaid construction:

NOW THEREFORE, in consideration of the premises, it is hereby agreed by and among the parties hereto as follows:

1. WORK TO BE ACCOMPLISHED

A. CONTRACTOR shall do and hereby undertakes to perform, in accordance with the terms and conditions of this Agreement, all work required for Stoneybrook Community Development District – Site Improvements and related work (hereinafter referred to as the “WORK”). Except as otherwise specified herein, CONTRACTOR shall furnish any and all labor, materials, tools, machinery, equipment, appliances, shoring, false work and transportation; pay any and all sales, use or excise tax; and provide all other facilities which may be necessary for the successful accomplishment of the WORK.

B. The WORK shall be performed in accordance with the following:

1. CONSTRUCTION CONTRACT DOCUMENTS dated JULY 2023 comprised of the following:

- I. “BID TABULATION FORM” (Pages P-1 – P-4; and
- II. “AGREEMENT – ASPHALT MILLING AND RESURFACING PROJECT (Pgs. A-1 – A-3); and
- III. “GENERAL CONDITIONS” (Pages GC-1 – GC-21); and
- IV. “SPECIAL CONDITIONS” (Pages SC-1 – SC-3); and
- V. “TECHNICAL SPECIFICATIONS” (Page TS-1)

2. All other documents required by or referred to in the aforementioned "GENERAL CONDITIONS". This AGREEMENT, including all terms and conditions thereof.

2. COMPENSATION

Requests for payment will be submitted by the CONTRACTOR to the Engineer monthly on or about the 25th day of each month. All said requests shall be fully and completely itemized as to all labor and material furnished and services rendered. All said requests shall be accompanied by evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the WORK have been paid, which evidence said Engineer may require to be such as is required in order to enable OWNER to make payment to CONTRACTOR without further liability or possibility of valid lien under the Mechanics Lien Laws of the State as to the WORK for which requests for payment are submitted. The Engineer will promptly review the request for payment and accompanying affidavit which may be submitted to him, process the same, advise the Owner of the amount due, all within five (5) days after receipt by the Engineer of said requests for payment. Thereafter, OWNER shall forward to CONTRACTOR, within thirty (30) days, its remittance made payable for the amount for which it may be billed (less the sums to be retained as provided in said Contract Documents).

3. TERM OF THIS AGREEMENT

This Agreement shall remain in full force and effect from the date first written above until one year after final payment hereunder is made.

IN WITNESS WHEREOF, the said parties have hereto caused their names to be affixed as of the day and year first set forth above.

[Rest of page intentionally left blank]

IN THE PRESENCE OF:

CONTRACTOR:

(CONTRACTOR)

By: _____

_____ **(Printed Name)**

Title: _____

Witness

Witness

OWNER:

**STONEBROOK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

_____ **(Printed Name)**

Title: _____

_____ **(Printed Name)**

Witness

Witness

STONEBROOK COMMUNITY DEVELOPMENT DISTRICT

SITE IMPROVEMENTS

GENERAL CONDITIONS

SECTION 2.00

2.01 DEFINITIONS OF TERMS

The following terms shall have the meaning hereinafter defined wherever used in the Contract Document:

- a. Bid – The offer of a Bidder on the Proposal form furnished by the Engineer to perform the work and to furnish the labor and materials at the prices quoted.
- b. Bidder – An individual, partnership, firm or corporation, formally submitting a bid for the work contemplated.
- c. Contract – The written agreement covering the performance of the work and furnishing of materials for the construction of the project, including all of the sections of the Contract Documents.
- d. Contract Documents – Instructions to Bidders, Insurance Certificate, Proposal, General conditions, Special Conditions, Agreement, Performance Bond, Specifications, Plans and Drawings, and all documents listed in the Agreement executed by the Owner and the Contractor and identified in this Contract.
- e. Contractor – The individual, partnership or corporation undertaking the execution of the work under the terms of the Contract and acting directly or through a duly authorized representative.
- f. Engineer – The Owner's duly authorized Engineer is Johnson Engineering, Inc. They are a licensed professional in this State and placed in charge of the design and preparation of contract documents covering the Work.
- g. Extra Work – Additional work and materials ordered by the Engineer to be performed by the Contractor in connection with the project, excluding any items of work or materials appearing on the Proposal or Agreement accompanied by estimated quantities and unit prices and excluding any items of work or material included under the prices bid for other items in the contract.
- h. General Conditions - The body of directions, provisions and requirements prepared to cover contracts in a general way.
- i. Inspector - The authorized representative of the Owner or Engineer assigned to make detailed inspection of any or all portions of the work or material therefore.
- k. Owners or Owner - The Owners or Owner of the property, the awarding authority who are or who is represented by the Engineer for the performance of this work.

- l. Performance Bond - The approved form of security, required to be furnished by the Contractor and his Surety as guarantee of good faith and ability on the part of the Contractor to execute the work in accordance with the terms of the Contract and pay claims there under.
- m. Plans - All official drawings or reproductions of drawings pertaining to the work provided for in the Contract.
- n. Project - The improvements proposed by the Owner to be constructed in part or in whole pursuant to the Contract.
- o. Proposal - Used interchangeably with "bid" or "bid proposal"; the written offer of a Bidder to perform the work and to furnish the labor and materials at the prices quoted.
- p. Special Conditions - The body of directions, provisions, and requirements contained herein, together with written agreements and all documents, of any description made, or to be made, pertaining to the method or manner of performing the work, or the quality of materials to be furnished under this Contract.
- q. Specifications - The general term comprising all the directions, provisions, and requirements contained or referred to in the detailed specifications, including the special conditions, together with such additional directions, provisions, and requirements contained or referred to in the detailed specifications, including the special conditions, together with such additional directions, provisions, and requirements which may be added or adopted.
- r. Subcontractor - An individual, partnership, or corporation other than a Contractor supplying labor or materials at the site of the project pursuant to a direct contract with the Contractor.
- s. Work - The contemplated improvement, or part thereof covered by the Contract and described in the Contract Documents, and the construction, installation, supplying and furnishing of the same as the context may indicate.

2.02 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

The Contract Documents are complementary and what is called for in one shall be binding as if called for in all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

All time limits stated in the Contract Documents or in the schedules submitted to the Engineer pursuant to Section 2.38 General Conditions, are made a part of the Contract.

In case of inconsistencies or discrepancies in the Contract Documents, interpretation shall be guided by the following rules unless a manifestly absurd or illegal result is produced. Figure dimensions shall govern over scaled dimensions; Plans shall govern over Specifications and General Conditions; Quantities shown on plans shall govern over those shown on the Proposal; and Special Conditions and Detailed Specifications prepared specifically for this Contract shall govern over general provisions used on all contracts of

the Owner. Headings and titles are for convenient identification and so do not control meaning.

The intent of the Plans and Specifications is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the Contract. The Contractor shall perform all construction as may be necessary to complete the work to finish lines, grades and sections in an acceptable manner. He shall furnish all required materials, equipment, tools, labor, sales tax and incidentals unless otherwise provided in the Contract and shall include the cost of these items in the Contract unit prices for the units of work.

2.03 PERFORMANCE BOND; LABOR AND MATERIALS PAYMENT BOND

At the time the Contract is executed, the Contractor is required to furnish bonds in the amount of 100% of the Contract price issued by a Surety Company licensed to do business in this State with an AM Best A rating or above and conditioned for the faithful performance of the contract and the payment to every person entitled thereto of all claims for labor performed, and materials furnished for or in or about under the Contract, to be used or consumed in making the improvement or performing the work as provided in the Contract. (See paragraph 2.17).

2.04 EXTENSION OF TIME

If the Contractor finds it is impossible to complete the work within the time specified for completion, he may make written request for extension of time. He shall set forth fully in his request the reasons he believes justify the granting of his request. If the Owner finds that the quantity of work done or to be done is in excess of the estimated quantity by an amount sufficient to warrant additional time, he may grant additional time for completion as appears reasonable and proper. No allowance will be made for delay or suspension in the prosecution of the work due to the fault of the Contractor.

2.05 FAILURE TO COMPLETE WORK ON TIME

The Work contemplated by this Contract is an essential part of the overall development and construction of the Project in accordance with an established timetable for the completion and the opening for business thereof to the public. It is, therefore, mutually recognized and agreed that adherence to the progress schedules required by Section 2.40 hereof and the timely completion of the various stages of the Work to be performed pursuant to this Contract is essential and that any delay will necessitate the revision of the overall timetable for completion of the Project. It is further agreed that in view of the difficulty of making a precise determination of such damages by reason of delay, a sum of lesser of \$500.00 will be charged to the Contractor, not as a penalty but as liquidated damages, for each calendar day commencing ten (10) days after notice from the Owner of the failure of Contractor to complete any portion of the Work by the date stipulated in the progress schedules required by Section 2.38 hereof, subject, however, to any extensions allowed pursuant to Section 2.04 hereof and continuing thereafter until the date such portion of the Work has been completed by Contractor. The assessment of liquidated damages pursuant to this Section shall be made by the Owner and may be offset against amounts otherwise payable by the Owner to Contractor under this Contract. In lieu of assessing liquidated damages as herein provided, the Owner may, notwithstanding any previous notice given Contractor by the Owner under Section 2.05, elect to terminate Contractor's employment pursuant to Section 2.14 hereof and file suit to recover actual damages.

2.06 MEASUREMENT OF QUANTITIES

All work acceptably completed under the Contract shall be measured by United States standard measures in accordance with well recognized engineering practices and quantities of work performed shall be computed from such measurements.

The completed work will be measured by the Engineer to determine the quantities of the various items of work performed. The Contractor will, in all cases, be paid for the actual amount of work performed in accordance with these specifications as shown by the final measurements, said measurement being made in accordance with the terms of the Contract. The dimensions used in calculating the quantities will be the exact dimensions shown on the Plans or the dimensions ordered in writing by the Engineer or as specified in the Special Conditions.

2.07 SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided, in full payment for:

1. Furnishing all materials, labor, tools, transportation and equipment necessary for the completed work.
2. Performing all work contemplated and embraced under the Contract.
3. Losses or damages arising from the nature of the work, or from action of the elements, or from any unforeseen difficulties or obstructions, which may arise or encountered during the prosecution of the work until its final acceptance by the Engineer.
4. All risks of every description connected with the prosecution of the work.
5. All expenses incurred in consequence of the suspension or discontinuance of the work as herein specified.
6. Any infringement of patents, trademarks or copyright.
7. Completing the work according to the Plans and Specifications.

The payment of any estimate, or partial progress payment, prior to final acceptance of the work by the Owner shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at his expense, to repair, correct or renew or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work and its appurtenances, nor any damage due or attributable to such defects, imperfections or damage. The Owner and Engineer shall be the sole judge of such defects, imperfections or damage and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

2.08 PAYMENT WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work not remedied.
2. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.
4. Damage to another Contractor.

When the above grounds are removed, payment shall be made for the amount withheld because of them and not used to remedy the same. The Contractor will be required to furnish notarized waivers of lien (both partial and final) when making monthly requests for payment certifying that all indebtedness under this Contract has been paid.

2.09 PROGRESS PAYMENT OF CONTRACTOR

Five percent (5%) of the amount of each progress payment pursuant to Section 2.00 of the Agreement shall be withheld until after completion of all work and at the expiration date of any statutory period limiting the filing of liens. The Contractor will be required to furnish notarized waivers of lien (both partial and final) when making monthly requests for payment certifying that all indebtedness under this Contract has been paid.

2.10 CHANGES IN WORK: EXTRA WORK

The Engineer shall have authority orally to make minor alterations or changes in the Plans, Specifications, or Work, involving extra cost not in excess of \$2,000.00, and not inconsistent with the purposes of the Project, but otherwise, except in an emergency endangering life or property, no Change or Extra Work orders shall be made except in pursuance of a written order from the Owner signed by the Engineer stating that OWNER has authorized the alteration, change, or Extra Work, and no claim for an addition to the amount originally due to Contractor shall be valid unless so ordered.

A. Duty of Contractor

Such change or extra work orders shall not in any way annul or vitiate the Contract, nor release the Surety thereon, nor operate as a waiver of any of the provision of the Contract, nor invalidate any portion thereof; and the Contractor shall furnish the necessary labor and materials to completely perform the Contract as changed and all extra work ordered as if originally so called for in the Contract Documents.

B. Payment in the Event of Changes

When change or extra work orders are made, adjustments, if any, in the amount to be paid to the Contractor by reason thereof, shall be determined as follows:

1. Where changes increase or decrease the quantities of work, labor, materials, or construction for which unit or separate lump sum prices have been bid, including the entire deduction or cancellation of one or more unit price items, or of one or more separately priced items, payment shall be made and accepted by the Contractor for the actual quantities or item of work, labor, materials, or construction done or furnished at the unit or item prices stated in the Agreement and no allowance shall be made for any supposed damage, delays, increased expense, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the contractor resulting either directly from such changes or indirectly from unbalanced allocation of

overhead expense among the contract items on the part of the Contractor and subsequent loss of expected reimbursement therefore, or from any other cause.

2. In other cases, the value of any such alteration, change or extra work shall be determined by one or more of the following methods and the amount of the adjustment (whether in favor of the Owner or Contractor) agreed to in advance in writing.
 - a. By any supplemental schedule of prices contained in the Contractor's original bid.
 - b. By estimate and acceptance in a lump sum or at unit prices proposed by the Contractor and agreed to by the Owner.
 - c. On a cost and percentage or a cost and fixed fee basis proposed by the Contractor and agreed to by the Owner.

Method "a" shall be used if such schedule was incorporated in the final Contract. If none of such methods is agreed upon, then the Contractor shall proceed with the Work provided to Contractor received in a written order as set forth above and failure to agree to an adjustment shall not then excuse the Contractor from proceeding with the prosecution of the Work as changed. In such case, final determination of the amount of any adjustment on account of any alteration or change shall be made at the time the Engineer prepares his final certificate as to value of work performed, and Extra Work shall be performed by the Contractor and paid for by the Owner on the following "force account" basis:

- i. Labor - The Contractor will be reimbursed the actual amount of wages for all necessary labor and foreman in direct charge of the specific extra or changed portion of the work for each hour that said laborer and foreman are actually engaged in such work, to which amount shall be added a sum equal to 15% thereof. A foreman shall not be used when there are less than two laborers employed, except with the written consent of the Engineer.
- ii. Bond, Insurance, Tax - The Contractor will be reimbursed for any additional premiums for Contractor's Bond, Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Occupational Tax and Social Security Tax due solely to the Extra Work or change ordered (no percentage added).
- iii. Materials - The Contractor will be reimbursed for the actual cost of all extra or changed materials, approved or ordered by the Engineer and incorporated into the finished work, including the freight charges, as shown by the original receipted bills, to which total cost shall be added a sum equal to 15% thereof. The Contractor will also be reimbursed for any necessary extra materials used in the construction of the extra work, such as sheeting, from lumber,

burlap, straw, etc., which are not an integral part of the finished work. The amount of reimbursement shall be agreed upon in writing before such work is begun, and no percentage shall be added. The salvage value of such material shall be taken into consideration in the reimbursement agreed upon.

- iv. Equipment - Machinery and equipment which the Contractor has on the job for use on Contract items shall be used on extra work whenever possible. The Contractor will be reimbursed for all extra costs absolutely necessary to Extra Work for machinery and equipment used thereon, in accordance with the prevailing rental value of such equipment for the period that said machinery and equipment are in use on such Extra Work (no percentage added).

It shall be the Contractor's duty to keep adequate receipts and other evidence to prove the amount of all expenses to be reimbursed.

2.11 EXTRA WORK

The provisions of this Section shall not prevent the Owner from having Extra Work done which is not modification of the plan, but clearly an addition to it, by inviting new bids on such work. The Contractor on the job shall be eligible to bid on the Extra Work if otherwise eligible.

The Owner reserves the right, in case of any Extra Work not shown on the plans and not required in any manner by the Specifications, to have such Extra Work done by any other person, firm or corporation, other than the Contractor, and should any such Work be so let, the Contractor shall not interfere with or molest said person, firm or corporation, and shall suspend such part of this Work, or perform the same in a manner as the Engineer shall direct so as to afford all reasonable facilities for the execution of the same, and the Contractor shall make no claim for damages or for any rights or privileges on account of said work.

All claims for Extra Work must be made to the Engineer, in writing, before the payment of the next succeeding estimate after the Work shall have been performed; and failing to do this, the Contractor shall be considered as having abandoned his claim.

2.12 ACCEPTANCE AND FINAL PAYMENT

Whenever in the professional opinion of the Engineer, the Contractor shall have completed the Work in an acceptable manner and in accordance with the terms of the Contract Documents, the Engineer shall make a final inspection of the work and upon completion of it shall, as soon as the necessary measurements and computations can be made, certify to the Owner in writing as to said completion, and shall further certify as to the entire amount of every class of work performed and the value thereof, and as to the final balance found to be due the Contractor, and shall further certify to the Owner that Engineer approves all parts of the Work and that the Contract is, in his professional opinion, fully performed. Upon receipt of said certificate, if the Contractor shall have furnished the Owner with a notarized waiver of lien certifying that all indebtedness under this Contract has been paid, the Owner shall then accept such Work and order the final payment to be made therefore. The Owner may retain not more than 5% of the amount of the Contract until the expiration of any statutory period limiting the filing of liens.

The Contract concluded according to the terms thereof, shall be evidenced by the aforesaid certificate and final payment, all prior certificates or estimates upon which payment may have been made being merely partial estimates and subject to correction in the final payment.

The making and acceptance of the final payment shall constitute a waiver and release of the Owner by the Contractor of and from any and all claims arising under the Contract, but shall in no event relieve Contractor of liability and responsibility to the Owner for unsettled claims of Subcontractors, under all indemnity provisions of the Contract Documents and guarantee provisions, if any, or for faulty materials or workmanship.

2.13 THE OWNER'S RIGHT TO TERMINATE THE CONTRACT

If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor or disregard statutes, ordinances, regulations, orders, or the instructions of the Engineer, or otherwise fail to perform any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and his Surety, ten days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and plant thereof and finish work by whatever method the Owner may deem expedient. The Owner shall have the further right at any time to terminate the Work for any other reason not resulting from the fault of Contractor, upon ten days written notice to Contractor, in which event Owner shall pay Contractor for all Work executed prior to the date of termination.

The Surety shall have the right to complete the Contract, but in the event that performance has not been commenced within ten days from the date of the notice of suspension, then the Owner has the right to continue in possession of and utilize for the completion of the Contract, any and all materials, tools, equipment and plant which the Contractor had delivered upon the site of the Work and to prosecute the Work to completion as the Owner may deem expedient.

In case the Owner completes the Work, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the Work, including compensation for additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The Owner shall have the further right at any time to terminate the Work for any other reason, not resulting from the fault of Contractor, upon ten (10) days written notice to Contractor, in which event Owner shall pay Contractor for all Work executed prior to the date of termination.

2.14 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If the Work should be stopped under an order of any court, or any other public authority, for a period of 90 days through no act or fault of the Contractor or of anyone employed by him, or if the Owner should fail without cause for 70 days to make any progress payment,

then the Contractor may, upon seven days written notice to the Owner and the Engineer, terminate this Contract and recover from the Owner payment for all work executed.

2.15 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute his own Work in accordance with the Contract and without expense to the Owner, and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within a reasonable time fixed by written notice, the Owner may have the same removed and replaced and may deduct the cost of removal and replacement from any money due or to become due the Contractor.

If the Owner does not remove or replace such condemned Work, the Contractor shall not be relieved of correcting said Work or materials and the right of final acceptance and condemnation of Work shall not be waived by reason of the Owner's failure to remove or replace.

2.16 CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage resulting there from, which shall appear within a period of one year from the date of final payment, and in accordance with the terms of any special guarantees provided in the Contract. Neither the foregoing nor any provision in the Contract Documents, nor any special guaranteed time limit, shall be held to limit the Contractor's liability for defects, to less than the legal limit of liability in accordance with the law of the place of building. The Owner shall give notice of observed defects with reasonable promptness.

The Contractor shall make such repairs to the entire satisfaction of the Engineer and Owner. The Performance Bond and the Labor and Materials Payment Bond furnished with this Contract shall remain in full force and effect until the expiration of the maintenance period and until any necessary repairs have been made to the entire satisfaction of the Engineer.

2.17 SCHEDULING OF WORK

The Contractor shall coordinate the start of work with the Owner a minimum of 30 days prior to mobilization. The Owner shall make the final determination in approving the contractor's proposed work schedule. No additional compensation will be permitted for the delays resulting from Owner modifications to the proposed schedule and timing of work.

2.18 LAW, ORDINANCES AND REGULATIONS

The Contractor shall, in the performance of the Contract, comply with, and give all stipulations and representations required by, all applicable Federal, State and Local Laws, Ordinances and Regulations. The Contractor shall also require such compliance's, stipulations and representations with orders (pertaining to Work covered by the Contract) as may be required by all applicable Federal, State and Local Laws, Ordinances and Regulations.

Should the Contractor fail with respect to any of these provisions, he shall indemnify and hold harmless the Owner and all of the Owner's officers, agents and employees from any liability or damage on account of such failure.

2.19 INSPECTION OF THE WORK

The Engineer and his representatives shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection. If the specifications, the Engineer's instructions, laws, ordinances and regulations of any public authority require any work or materials to be tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority other than the Engineer, of the date, time and place fixed for such inspection.

Inspections by the Engineer shall be promptly made, and where practicable with materials, at the source of supply. If any work is covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense. Re-examination of questioned work must be uncovered by the Contractor.

2.20 SUPERINTENDENT: SUPERVISION

The Contractor shall keep on his work during its progress a competent superintendent capable of reading and understanding the plans and specifications and any necessary assistants, all satisfactory to the Engineer. The superintendent shall represent the Contractor in his absence as his agent on the work and all directions given to him shall be as binding as if given to the Contractor. The superintendent shall have full authority to execute the orders of directions of the Engineer without delay and to supply promptly such materials, tools, plant, equipment and labor as may be required. Important directions shall be confirmed in writing to the Contractor, on written request in each case. The Contractor shall give efficient supervision to the work, using his best skill and attention. If the Contractor, in the course of the work, finds any discrepancy between the drawings or the layout as given by points and instructions, it shall be his duty to immediately inform the Engineer in writing, and the Engineer shall promptly clarify or correct the same.

2.21 QUALITY OF MATERIALS

Unless otherwise specified, it is the intent of the specifications that new first-class materials shall be used throughout the work, and that they shall be incorporated in such a manner as to produce completed construction which is workmanlike and acceptable in every detail.

Only materials which conform to the requirement of the specifications shall be incorporated in the Work.

2.22 SAMPLE TESTING: CITED SPECIFICATIONS

When requested by the Engineer, the Contractor shall furnish a complete written statement of the origin, composition, and manufacture of any raw materials that are to be used in the Work. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standard methods of the American Society for Testing Materials, and revisions thereof, in effect on the date of the Proposal, where such standard methods exist. In case there are no American Society for Testing Materials Standards which apply, applicable standard methods of the Federal Government or other recognized standardizing agencies would be used.

2.23 INSPECTION OF MATERIALS

The Engineer will inspect all materials. The Contractor shall give sufficient advance notice of placing order to permit tests to be completed before the materials are incorporated in the Work, and he shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All samples shall be furnished without charge to the Engineer. The Contractor shall not make use of or incorporate in the Work materials represented by the samples until tests have been made and the materials found to be in accordance with the requirements of the specifications.

2.24 RIGHT OF THE ENGINEER

The Engineer shall have the right and power to adjust and determine any question as to the proper performance of this Contract and doing of the Work by the Contractor, the final decision on which is not to be made by the Engineer, including the right and power to make the final decision in all instances set forth throughout the Contract Documents, and such right and power is hereby reserved by the Owner and every adjustment determined by the Engineer shall be final and conclusive between the parties hereto and binding upon them.

2.25 SUBCONTRACTS

The Contractor shall not employ any subcontractors without the written consent of the Owner. Consent shall be deemed to have been given as to those subcontractors listed in the Proposal upon award of the Contract. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Engineer.

2.26 ASSIGNMENT

Contractor shall not assign or sublet the whole or any part of the Work under this Contract without the written consent of the Owner, both as to such assigning and subletting and as to the specific party to who it is proposed to assign or sublet the same. Notwithstanding any such approval, the Contractor shall remain fully responsible and liable for the complete performance of the Work performed pursuant to such assignment of subletting and for the material delivered to and placed under the same.

2.27 LIENS

If, at any time, there shall be evidence of the existence, whether or not the same has been asserted, of any lien or claim arising out of or in connection with the performance or default in performance of the Contract, and if the Owner or representatives of the Owner, or if any property or fund held by either, might be or become liable for the discharge or satisfaction of such lien or claim, then the Owner shall have the right to retain out of any payment then due or thereafter to become due, in addition to the amounts set forth in the Contract, an amount sufficient to discharge such lien or satisfy such claim and to reimburse the Owner and/or the representatives of the Owner for all costs and expenses in connection therewith, including reasonable attorney fees.

Neither the final payment, nor any part of the retained percentage shall become due until the Contractor delivers to the Owner a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof, and an affidavit that, so far as Contractor has knowledge or information, the releases and receipts cover all the labor and materials for

which a lien could be filed. The Contractor may, if any subcontractor refuses to furnish a release of receipt in full, furnish a bond satisfactory to the Owner to indemnify him against any lien.

In any event, Contractor shall indemnify and hold Owner and Engineer harmless against any and all mechanics liens arriving after final payment has been made if the liens relate to work covered by the Contract, including cost and expenses in connection therewith and reasonable attorney's fees.

If the amounts retained are insufficient for the aforesaid purposes or if any such lien or claim remains un-discharged, or unsatisfied after all payments have been made to the Contractor, then the Contractor shall promptly refund to the Owner all monies that may have been paid to discharge such lien or satisfy such claim, including the costs and expenses and reasonable attorney fees in connection therewith.

2.28 CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work and he shall remove all rubbish from and about the site and all his tools, equipment, scaffolding and surplus materials and shall leave his work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the Contractor.

2.29 FINAL CLEANING UP

Within fifteen (15) days after the completion of the Work, and before acceptance and payment will be made, the Contractor shall clean and remove from the Work site and adjacent properties all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged in the prosecution of the Work and shall leave the site of the Work in a neat and presentable condition.

2.30 STREET OBSTRUCTION

All contractors doing any Work which in any manner obstructs streets or sidewalks, shall put up and maintain barriers and lights to prevent accidents, and shall be liable for all damages caused by failure to do so and shall also be liable for all damages caused by negligent digging up of streets, alleys or public grounds, or which may result from his carelessness in the prosecution of such Work, and shall indemnify the Owner and Engineer of any claims, liability or damages in these respects, and shall carry insurance covering such liability and duty to indemnify.

The foregoing is a minimum; the Contractor's liabilities and responsibilities are in no way limited to such cases, but depend upon all the provisions of the Contract Documents, all of which are cumulative and none of which are mutually exclusive.

2.31 MAINTENANCE OF TRAFFIC

Contractor is responsible for project safety and Maintenance Of Traffic (MOT). MOT shall be per the current edition of the FDOT Standard Plans index 102-600. This includes, but is not limited to devices, layout and safety apparel. Any deviation from the index 102-600 will require signed and sealed maintenance of traffic plan.

2.32 PATENTED DEVICES, MATERIALS AND PROCESSES

It is mutually understood and agreed that without exception Contract prices are to include all royalties, license fees and costs arising from patents, trademarks and copyrights in any way involved in the Work, and the Contractor shall pay the same. It is intended that whenever the Contractor is required or desires to use any machine, invention, design, device, material or process covered by patent, copyright or trademark, the right to the full and free use and enjoyment of the same shall be secured for the Owner by the Contractor obtaining a suitable agreement from the patentee or patent owner and a copy of such agreement shall be filed with the Clerk and a copy with the Engineer; however, whether or not such agreement is made or filed as required, the Contractor and the Surety in all cases shall indemnify and save harmless the Owner from any and all claims and liability and defend all suits for infringement by reason of the use of any such patented, trademarked or copyrighted machine, invention, design, device, material or process in performing the Contract, and shall indemnify the Owner for any cost, expenses and damages and loss which the Owner may suffer by reason of any such infringement, at any time during the prosecution or after the completion of the Work.

2.33 NAMES AND TRADE NAMES

Where the names of manufacturers and trade names are indicated or specified for various materials or equipment, they are intended to be descriptive and not mandatory and are only to indicate to the Contractor the type and quality of materials and equipment that will be satisfactory.

2.34 AUTHORITY OF THE ENGINEER

All work shall be completed and reviewed by the Engineer and to the Engineer's satisfaction. Engineer shall decide all questions that arise as to the amount, quality, and acceptability of materials furnished, work performed, manner of performance, rate of progress of the Work, interpretation of the Plans and Specifications, acceptable fulfillment of the Contract, compensation and disputes and mutual rights between Contractors under these Specifications. The Engineer's estimate shall be a condition precedent to the right of the Contractor to receive money due him under the Contract.

2.35 USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding the fact that the time for completing the entire Work or such partially completed portions of the Work may not have expired, but such taking of possession and use shall not be deemed an acceptance of the Work. If such prior use increases the cost of or delays the Work, the Contractor shall be entitled to such extra compensation or extension of time or both as the Engineer may determine.

2.36 CONTRACTOR'S RESPONSIBILITY

The Work shall be under the charge and care of the Contractor until acceptance by the Owner and Engineer. The Contractor shall be responsible for Contractor's Work, and every part thereof and for all materials, tools, appliances and property of every description used in connection therewith. He shall specifically and distinctly assume and does so assume all risks of damage or injury to property or persons used or employed on or in connection with the Work, and of all damage or injury to any persons or property wherever located resulting from any section or operation under the Contract or in connection with the Work, and undertakes and promises to protect and defend the Owner against all claims on account of any such damage or injury.

The Contractor assumes all risks, hazards and conditions in connection with the performance of the Contract, and even if the performance of the Contract involves a greater expenditure of money than expected by Contractor at the time of bidding; no allowance will be made on account thereof, and the Contractor shall continue with and complete the Work.

The Contractor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore and make good at his expense all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance.

2.37 ORDER OF COMPLETION

Attached to, and forming a part of, the Proposal, Bidder shall submit therewith schedules which shall show the order in which Bidder proposes to carry on the Work, including the dates on which Bidder will start the several parts of the Work and the dates of completion of the several parts. These schedules must meet with the Owners' and Engineer's approval and shall be for the purpose of enabling the Engineer to determine if the Work is proceeding on a satisfactory schedule. Failure to adhere to these schedules will result in the assessment of liquidated damages pursuant to Section 2.05 hereof.

2.38 LIMITATION OF OPERATIONS

The Contractor shall conduct his Work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when in the judgment of the Owner and Engineer, the Contractor has obstructed or closed a road or structure or is carrying on operations on a greater portion of a road or structure than is necessary for the proper prosecution of the Work, the Engineer may require the Contractor to finish the section in which work is in progress before starting on any additional section.

2.39 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has by careful examination satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract.

No verbal agreement or conversation with any officer, agent or employee of the Owner or Engineer either before or after the execution of this Contract shall affect or modify any of the items of obligations herein contained.

2.40 RIGHTS ACCUMULATIVE

The rights, privileges and powers of the Owner set forth in the Contract Documents are not alternative or exclusive, but accumulative. Any of the same may be exercised alone or in combination with any other, as the Engineer shall determine best without waiver or prejudice to any other such rights, privileges, and powers.

2.41 SPECIAL WORK

Should any construction or requirements not covered by these conditions be anticipated on any proposed work special conditions for the same will be prepared and made a part of this Agreement.

2.42 CHANGED CONDITIONS

Should the Contractor encounter or the Owner discover during the progress of the Work, subsurface or latent conditions at the Work site materially differing from those shown on the drawings or indicated in the specifications, the attention of the Engineer shall be called immediately to such conditions, and if he finds that they materially differ from those shown on the drawings or indicated in the specifications, he shall at once make such changes in the drawings and specifications as he may find necessary, and any increase or decrease of cost and/or difference in time resulting from such changes shall be adjusted as provided in Section 2.11 of these General Conditions.

2.43 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operations so as to interfere as little as possible with those of other Contractors, subcontractors or the public (including adjacent Homeowners on or near the Work.

The Contractor shall arrange and conduct his Work so as not to interfere with the operations of other Contractors engaged on adjacent work and to join his work to that of others in a proper manner and in accordance with the spirit of the plans and specifications, and to perform his Work in the proper sequence to that of other adjacent work all as may be directed by the Engineer.

The Contractor shall be held responsible for any damage done by him or his agents to the Work performed by another contractor.

The Contractor will be supplied with the necessary copies of the Contract Documents and permits. The Contractor shall at all times have available on the Work, one copy each of said Contract Documents and permits. He shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with other Contractors in every way possible.

2.44 DEFINITION OF NOTICE

Where in any of the Contract Documents there is any provision with respect to giving of any notice, such notice shall be considered given, unless otherwise specified, as follows: as to the Owner when written notice shall be delivered to the Engineer and/or the Owner, by registered or certified mail (return receipt requested); and as to the Contractor, when written notice shall be delivered to the chief representative of the Contractor at the place stated in the papers, prepared by him to accompany his Proposal as the address of his place of business, or sent to the same address registered or certified mail (return receipt requested); and as to the Surety on the Performance Bond, when a written notice to the Surety, or its agents who executed such Performance Bond on behalf of such Surety, is sent by registered or certified mail (return receipt requested) to the address of the home office of such Surety or of his agent.

2.45 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

2.46 SANITARY FACILITIES

The Contractor shall provide and maintain in a neat and sanitary condition such accommodation for his employees as may be necessary to comply with the Statutes, requirements, and regulations of any state or local authorities, or of other authorities having jurisdiction, and shall commit no public nuisance.

2.47 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall use every precaution to prevent damage or destruction of property. Contractor shall protect and carefully preserve all property marks until the Engineer has witnessed or otherwise referenced the location or relocation.

The Contractor shall be responsible for the damage or destruction of any character resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the Work or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and the requirements of these conditions complied with.

Wherever public or private property is damaged or destroyed, the Contractor shall, at his own expense, restore such property to a condition equal to or better to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Engineer may, after the expiration of a period of forty-eight (48) hours after giving notice to him in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and may deduct the expense thereof from the compensation due or which may become due the Contractor under his Contract. Contractor shall be responsible for all damage, destruction or loss of any private property resulting from the operations of Contractor, or from any person operating under Contractor's authority, and shall immediately undertake restoration or replacement, if necessary, of all such property to a condition at least equivalent to the property before the damage, destruction, or loss.

2.48 OTHER CONTRACTS

The Owner may award other contracts for additional work and the Contractor shall fully cooperate with such contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

2.49 CUTTING, PATCHING

The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as the Engineer may direct. Any cost caused by defective or ill-time Work shall be borne by the party responsible.

2.50 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall secure and protect the Owner and Engineer from any liability or damages whatsoever, for injury (including death) to any person or property.

The Contractor, and any subcontractors, shall, during the continuance of the Work under this Contract, including Extra Work in connection therewith, take out, pay for, and maintain, the following insurance:

- A. Workmen's Compensation and Employer's Liability Insurance in the Contractor's name with limits of liability under the Employer's Liability portion of not less than \$100,000, containing a waiver of subrogation in favor of the Owner executed by the insurance company.
- B. Public Liability Insurance including Contractor's Protective Liability in Contractor's name, with bodily injury limits of not less than \$1,000,000 per person, and \$2,000,000 per accident and property damage limits of not less than \$2,000,000.
- C. Contractual Liability Insurance in Contractor's name specifically endorsed to cover the indemnity agreement in Section 2.50 E. Limits of liability shall not be less than \$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.
- D. Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name. Limits of liability shall not be less than \$1,000,000 per person and \$2,000,000 per accident for bodily injury and \$500,000 for property damage.
- E. Umbrella Liability Insurance in Contractor's name will be maintained as part of the liability insurance of the Contractor and, such policy shall be excess of the Employer's Liability, Contractual Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance. Limits of Umbrella liability shall not be less than \$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.

All of the above insurance should be covered by the same insurance company and said company shall be authorized to do business under the laws of this State.

Certificates evidencing such insurance shall be filed with the Owner and Engineer before Work is started. No change or cancellation in insurance shall be made without ten (10) days written notice to the Owner and the certificates shall so provide. The Contractor shall not commence Work under this Contract until he has obtained all insurance required under the paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence Work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

The Contractor shall require subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance as above stated.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing certificates and approval of such certificates, insurance, riders and endorsements by the Owner shall not relieve the Contractor of his liability and obligations under all the provisions of the Contract Documents.

Each Contractor shall indemnify Owner and Engineer against any and all claims, loss, damage, costs, and expense arising from injury to or death of persons or damage to or destruction of property including, without limitation, the property and employees of Owner, occurring, wholly or in part, as the result of the Work done or omitted to be done by, or the employees or agents or invitees of said Contractor, of his subcontractors, regardless of whether any such injury to or death of a persons or damage to or destruction of property is due or claimed to be due, in whole or in part, to any negligence or fault of Owner or their employees, agents, or invitees, except claims, loss, damage, costs or expense resulting from the risks required to be insured by Owner.

2.51 WORKMEN'S COMPENSATION AND EVIDENCE OF WORKMEN'S COMPENSATION INSURANCE

Each Contractor shall comply with State laws relating to Workmen's Compensation and ensure that its Subcontractors, if any, shall do likewise. Each contractor shall submit to the Owner, before commencing his Work, evidence of the insurance required to be furnished by him in compliance with the laws relating to Workmen's Compensation.

2.52 HEALTH & SAFETY

The Contractor shall follow the requirements of the Federal Government Legislative Act entitled "Occupational Safety and Health Act of 1970" without any recourse to the Owners for additional costs or time because of those requirements.

STONEBROOK COMMUNITY DEVELOPMENT DISTRICT

SITE IMPROVEMENTS

SPECIAL CONDITIONS

SECTION 3.00

3.01 ENGINEER

All work performed on this Project will be monitored by the Owner and the Engineer employed and paid for by the Owner. The Contractor shall submit to any and all inspections by the Engineer and his representatives and shall strictly conform to the control decisions of the Engineer. The Engineer's presence or absence from the site shall not relieve the Contractor from its fundamental responsibility of performing work in accordance with the Contract plans and specifications.

3.02 CONTRACTOR'S RESPONSIBILITY

The Contractor shall give notice in writing to the Owner and all other adjacent property owners that may be affected by the Contractor's operations, at least five (5) days, excluding Saturday, Sunday, and legal holidays before breaking ground. The Contractor shall not hinder or interfere with any persons in the protection of such property, or with the operation of utilities, at any time. The Contractor must obtain all necessary information in regard to existing utilities. He shall protect such utilities from injury and shall avoid unnecessary exposure so that they will not cause injury to the public.

3.03 LOCAL REQUIREMENTS

The Contractor is hereby notified that nothing herein, expressed or implied, shall relieve him of the responsibility of conducting his operations in compliance with applicable standards and codes of the City, County, and State, or any other governmental, quasi-governmental unit, agency or utility company.

3.04 CLEANING UP

In the event that accumulations of mud or other debris on roads or streets adjacent to or near the site of the Work become a nuisance, whether or not caused by this Contractor, Contractor will be held responsible for removing it upon notification by the Owner or Engineer, and payment for it. If not caused by this Contractor's equipment, a determination will be made by the Engineer and charged to the offending other parties or Contractors.

3.05 ADDITIONAL INSUREDS

The Contractor shall deliver to the Engineer Certificates of Insurance prior to beginning work in accordance with limits set forth in the General Conditions. The following parties shall be included on said certificates as "Additional Insureds":

1. Owner (Stoneybrook Community Development District)
2. Engineer (Johnson Engineering, Inc.)

3.06 CONSTRUCTION DRAINAGE

The Contractor shall be responsible for protecting existing drainage inlets during the milling and paving operation. Inlet protection and / or cleaning shall be considered inherent to the work being performed.

END OF SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS

FOR



SITE IMPROVEMENTS

Section I - General.....TS-1

SECTION I

GENERAL

Construction for the following plans:

- Roadway milling and resurfacing exhibit prepared by Johnson Engineering, Inc.

Shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction FY 2023-24 Edition including Sections 1 - Definitions and Terms, 5 - Control of Work and 6 - Control of Materials from Division I, Division II in its entirety, and Division III in its entirety, as amended on or before FY 2023-24 found at:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2023-24/fy2023-24ebook.pdf?sfvrsn=6b69416d_6

These specifications shall be followed as if included herein.

Sections 2, 3, 4, 7, 8 and 9 from Division I of the FDOT Standard Specifications for Road and Bridge Construction FY 2023-24 shall be replaced with the Stoneybrook Bid Documents as included herein.

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

5A1

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) OUTLINING TOWING/REMOVAL PROCEDURES FOR VEHICLES OR VESSELS PARKED OR LOCATED IN DISTRICT DESIGNATED “TOW-AWAY ZONES”, INCLUDING BUT NOT LIMITED TO DISTRICT OWNED DRIVES AND PARKING AREAS; PROVIDING DEFINITIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the District desires to discourage and prevent unauthorized parking of vehicles or vessels on District owned property, including but not limited to unauthorized parking of vehicles or vessels in and on District owned drives and parking areas; and,

WHEREAS, Chapter 2016-94 Laws of Florida (CS/HB No. 971), effective July 1, 2016, amended Section 190.012(2)(d), Florida Statutes, and authorizes the District to contract with a towing operator to remove vehicles or vessels from specific District facilities or properties, subject to certain requirements, including but not limited to following the authorization and notice and procedural requirements in Section 715.07, F.S. for an owner or lessee of private property; and,

WHEREAS, Section 715.07(1)(a), F.S. defines a “Vehicle” as “any mobile item which normally uses, wheels, whether motorized or not.”, thus including cars, trucks, recreational vehicles, trailers, golf carts, bicycles, or any other item on wheels; and, Section 715.07(1)(b), F.S. defines a “Vessel” as “every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a ‘documented vessel’ as defined in s. 327.02.”; and,

WHEREAS, the District’s selection of a towing operator is not subject to public bidding if the towing operator is included in an approved list of towing operators maintained by the local government that has jurisdiction over the District’s facility(ies) or property(ies); and,

WHEREAS, the District desires to outline the responsibilities and authority of District staff or management with respect to towing; designating the specific individuals as agents/designated representatives of the District for the towing and removal; and establish and designate initial Tow-Away Zones.

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

SECTION 1. INTRODUCTION.

The District finds that the unauthorized parking of Vehicles and Vessels (hereinafter defined) on certain of its property cause hazards and danger to the health, safety and welfare of District property, District residents and the public and this Resolution establishes the process of the District to remove such unauthorized parked Vehicles and Vessels from District designated Tow-Away Zones consistent with procedures outlined in this Resolution.

SECTION 2. DEFINITIONS.

The following definitions are in addition to the definitions of "Vehicles" and "Vessels" in Sections 715.07(1)(a) and (b), Florida Statutes.

- A.** *Vehicle.* As defined in Section 715.07(1)(a), Florida Statutes, any mobile item which normally uses wheels, whether motorized or not, thus including but not limited to cars, trucks, recreational vehicles, motor homes, campers, trailers, golf carts, bicycles, or any other item on wheels.
- B.** *Vessel.* As defined in Section 715.07(1)(b), Florida Statutes, every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water, other than a seaplane or a "documented vessel" as defined in s. 327.02.
- C.** *Parked.* A Vehicle or Vessel left unattended by its owner or user.
- D.** *Tow-Away Zone.* District property, including but not limited to District owned road(s) right(s)-of-way in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

SECTION 3. ESTABLISHMENT OF TOW-AWAY ZONES.

The area within the boundaries of the District property depicted on **Exhibit A**, which **Exhibit A** is incorporated herein by reference, is hereby established and declared as a "Tow-Away Zone" for all unauthorized parked Vehicles and Vessels ("Tow Away Zone"). The Board reserves the right by future Resolutions to designate additional areas within the boundaries of District property as Tow-Away Zones.

SECTION 4. TOWING/REMOVAL PROCEDURES.

A. SIGNAGE AND LANGUAGE REQUIREMENTS.

Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors or its District Manager or designees and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such

signage is to be placed in conspicuous locations, in accordance with section 715.07, Florida Statutes.

B. TOWING/REMOVAL AUTHORITY.

To effect towing/removal of a Vehicle or Vessel, the District Manager or his/her designee must verify that the subject Vehicle or Vessel was not authorized by the District to park in the Tow-Away-Zone and then must contact a firm authorized by Florida law to tow/remove a Vehicle or Vessel for the removal of such unauthorized Vehicle or Vessel at the owner’s expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, Florida Statutes.

C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.

The District’s Board of Supervisors and its designee, the District Manager or his/her designee, are hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized parked Vehicles or Vessels in accordance with Florida law and with the policies set forth herein.

SECTION 5: EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 25th DAY OF JULY, 2023,

STONEBROOK COMMUNITY
DEVELOPMENT DISTRICT

ATTEST:

Secretary/Asst. Secretary









_____, CHAIR/VICE-CHAIR

GeoView Map

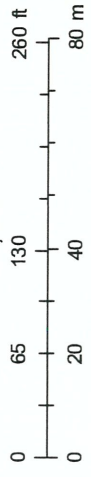


July 18, 2023

Air Photos: 2023 Hi-Res (3 inch)

-  Hospital Locations
-  Library Locations
-  School Locations
-  School Locations
-  CCC_Parks
-  County Boundary
-  Major Roads
-  Other Highways
-  Other Roads
-  Parcels Near

1:1,447



This map is NOT a legal land survey and should not be used or relied upon as such. No warranties, express or implied, are provided with the data. Use, accuracy or interpretation.

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

5A11

RED'S O.K. AUTO & TRUCK REPAIR INC.
10550 Deer Run Farms Road
(Mailing) P.O. Box 62591
Fort Myers, Fl. 33906
Phone: (239) 936-4461 Fax: (239) 936-5408
Email: rednpeg@gmail.com

PERSONAL PROPERTY IMPOUND CONTRACT

The undersigned owner or person having possession of control of certain real property, the address of which is set forth below, hereby authorizes the removal of any motor vehicle or vessel parked on property without consent of the undersigned. The representative of the towing firm, whose name appears above, is authorized and directed to remove such unauthorized vehicles as directed by the agent of the undersigned owner or the terms of this contract.

The undersigned further agrees to indemnify and hold harmless the said towing firm and its agents and employees from any and all consequential damages which may be imposed by reason of the undersigned owner violating State of Florida Statutes, PF.S. 715.07 or -715.07-713.78, as a result of impoundment of any vehicles or vessels as hereinabove authorized.

Name of Property/Business: _____
Name and Title: _____
Street Address of Business: _____
City, State & Zip: _____
Phone & Fax #: _____
Authorized agent(s) of the owner or person having possession or control of real property as outlined above: PLEASE PRINT NAME(S) AND PHONE NUMBER(S)

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |

Gate code (if needed): _____

Print name, title and address of owner or person having possession or control of real property.

Property Management Company: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax Number: _____
Signature: _____
Date: _____

Canceling this contract requires a 30 day written notice by either party. Property Management assumes responsibility for any charges arising from failure to notify Red's in writing of changes in management or Personnel.

RED'S O.K. AUTO & TRUCK REPAIR INC.

PROPERTY NAME: _____

I _____ the property manager / owner give full authorization for Red's O.K. Auto & Truck Repair, Inc. to provide services indicated below by the property manager / owner marking EITHER "R" for immediate removal OR "T-24" for tag and remove after 24 hours.

(PLACE "X" ON THE SERVICE(S) YOU REQUIRE)

_____ 24 HOUR RANDOM PATROL

_____ AFTER HOURS TOWING: from _____ (AM/PM) until _____ (AM/PM)

_____ WARNING STICKERS: TAGGED BY WHOM: _____

_____ ON CALL BASIS **ONLY**

"R" – IMMEDIATE REMOVAL (OR) "T-24" – TAG & REMOVE AFTER 24 HOURS

_____ PARKING ON THE GRASS

_____ PARKING ON THE STREET from _____ (AM/PM) until _____ (AM/PM)

_____ PARKING ON CURB SIDE

_____ NO PARKING PERMIT

_____ EXPIRED PARKING PERMIT

_____ BLOCKING ROADWAY(S)

_____ EXPIRED TAG

_____ NO TAG

_____ ANY COMMERCIAL VEHICLE _____ COMMERCIAL LETTERING

_____ NO OVERNIGHT PARKING – SPECIFY AREA & TIME _____

_____ VEHICLE "FOR SALE" ON PROPERTY

_____ DISABLED VEHICLE

_____ ABANDONED VEHICLE

_____ BOAT AND TRAILER

_____ HANDICAPPED (NOT DISPLAYING PROPER IDENTIFICATION)

_____ EMERGENCY LANE

_____ MOTORCYCLE

RED'S O.K. AUTO & TRUCK REPAIR, INC

PROPERTY MANAGER

DATE

DATE

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

8

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
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*The special revenue fund budget for the newly acquired property will be provided under separate cover.

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23	Total Actual & Projected	
REVENUES					
Assessment levy - gross	\$ 377,845				\$ 661,345
Allowable discounts (4%)	(15,114)				(15,114)
Assessment levy - net	362,731	\$ 348,244	\$ 14,487	\$ 362,731	646,231
Interest and miscellaneous	1,000	150	850	1,000	1,000
Range fees	-	53,880	(53,880)	-	-
Total revenues	363,731	402,274	(38,543)	363,731	647,231
EXPENDITURES					
Professional & administrative					
Supervisors	12,918	8,689	4,229	12,918	12,918
Management	49,123	24,561	24,562	49,123	49,123
Accounting	4,991	2,496	2,495	4,991	4,991
Assessment roll preparation	13,461	6,731	6,730	13,461	13,461
Arbitrage rebate calculation	2,000	-	2,000	2,000	2,000
Dissemination agent	1,000	500	500	1,000	1,000
Trustee fees-series 2014 resident	2,800	2,963		2,963	3,000
Audit	4,330	-	4,330	4,330	4,330
Legal	6,000	12,095	10,000	22,095	20,000
Engineering	2,500	2,686	2,000	4,686	5,000
Postage	3,000	631	1,000	1,631	2,000
Insurance	4,500	4,385	115	4,500	4,500
Printing and binding	1,700	850	850	1,700	1,700
Legal advertising	2,000	609	500	1,109	2,000
Contingencies	1,000	1,078	500	1,578	2,000
Annual district filing fee	175	175	-	175	175
Total professional & administrative	111,498	68,449	59,811	128,260	128,198

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected though 9/30/23	Total Actual & Projected	
Landscape maintenance					
Other contractual					
Personnel services	244,350	94,390	149,960	244,350	292,350
Capital outlay-mowers/carts/sprayer/truck	15,000	-	3,000	3,000	15,000
Utility carts	6,780	-	6,780	6,780	6,780
Blowers/edgers/trimmers etc.	2,200	3,150	1,000	4,150	3,500
Chemicals	7,500	-	7,500	7,500	7,500
Fertilizers	14,500	345	6,000	6,345	18,000
Annuals	8,000	3,375	4,625	8,000	12,000
Fuel	9,000	7,000	2,000	9,000	9,000
Irrigation parts	6,000	6,570	1,000	7,570	6,000
Parts and maintenance	8,000	463	4,000	4,463	8,000
Horticultural debris and trash disposal	6,000	-	6,000	6,000	6,000
Uniforms	3,500	1,440	2,060	3,500	3,500
Continuing educations/BMP cert	1,500	-	1,500	1,500	1,500
Golf maintenance- ball-fields	20,000	9,000	11,000	20,000	20,000
Golf maintenance management	25,008	12,504	12,504	25,008	25,008
Tree trimming	28,000	15,000	13,000	28,000	30,000
Mulch	37,000	27,354	9,646	37,000	40,000
Plant replacement	-	1,858	-	1,858	5,000
Equipment lease - TCF113	7,000	2,694	-	2,694	7,000
Total landscape maintenance	<u>449,338</u>	<u>185,143</u>	<u>241,575</u>	<u>426,718</u>	<u>516,138</u>
Other fees and charges					
Tax collector	1,737	1,625	112	1,737	1,737
Property appraiser	1,158	1,121	37	1,158	1,158
Total other fees and charges	<u>2,895</u>	<u>2,746</u>	<u>149</u>	<u>2,895</u>	<u>2,895</u>
Total expenditures	<u>563,731</u>	<u>256,338</u>	<u>301,535</u>	<u>557,873</u>	<u>647,231</u>
Excess/(deficiency) of revenues					
Over/(under) expenditures	(200,000)	145,936	(340,078)	(194,142)	-
OTHER SOURCES/(USES)					
Transfer out	(200,000)	-	-	-	(200,000)
Total other sources/(uses)	<u>(200,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(200,000)</u>
Net increase/(decrease) of fund balance	(400,000)	145,936	(340,078)	(194,142)	(200,000)
Fund balance - beginning	865,927	880,979	1,026,915	880,979	686,837
Fund balance - ending					
Assigned:					
Assigned - catastrophe response	300,000	300,000	300,000	300,000	300,000
Assigned - landscape capital	-	-	-	-	-
Assigned - working capital	165,927	726,915	386,837	386,837	186,837
Fund balance - ending	<u>\$ 465,927</u>	<u>\$ 1,026,915</u>	<u>\$ 686,837</u>	<u>\$ 686,837</u>	<u>\$ 486,837</u>

	Summary of Assessments				
	Units*	Assessment Per Unit			Total Revenue
		FY 2022	FY 2023	FY 2024	
	1,158	\$ 575.00	\$ 326.29	\$ 571.11	<u>\$ 661,345.38</u>

*Includes 39 units assigned to commercial parcel.

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional Services

Supervisors	\$ 12,918
Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management	49,123
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and operate and maintain the assets of the community.	
Accounting	4,991
Wrathell, Hunt and Associates, LLC prepares all of the financial work related to bond funds and operating funds of the District, including preparation of monthly financials and annual budgets.	
Assessment roll preparation	13,461
Wrathell, Hunt and Associates, LLC is responsible for the administration of the assessment rolls for all funds of the District.	
Arbitrage rebate calculation	2,000
To ensure the District is in compliance with tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
Required by the Securities & Exchange Act of 1934, pursuant to Rule 15c2-12.	
Trustee Fees	3,000
Covers the cost of US Bank performing Trustee and registrar services for the Series 2014 Debt Services Fund- Resident portion.	
Audit	4,330
Pursuant to Florida State Law and the Rules of the Auditor General, the District is required to undertake an independent examination of its books, records and accounting procedures each fiscal year.	
Legal	20,000
Woodward, Pires and Lombardo, P.A., provides on-going general counsel and legal representation. This lawyer is confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications and conveyance and contracts. In this capacity, he provides service as a "local government lawyer," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.	
Engineering	5,000
Johnson Engineering provides a broad array of engineering, consulting and construction services to the District, which assists the District in crafting solutions with sustainability for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Postage	2,000
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance	4,500
The District carries public officials and general liability insurance with policies written by Florida Insurance Alliance. The limit of liability is set at \$1,000,000.	
Printing and binding	1,700
Letterhead, envelopes, copies, etc.	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Legal advertising	2,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Contingencies	2,000
Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.	
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	

Landscape maintenance

Personnel services	292,350
Covers the costs of employee payroll and taxes for the in-house landscape maintenance program.	
Capital outlay-mowers/carts/sprayer/truck	15,000
Lease payments for mowers and utility carts.	
Utility carts	6,780
Covers the one time cost of purchasing utility carts.	
Blowers/edgers/trimmers etc.	3,500
Covers the costs of annual power tool purchases.	
Chemicals	7,500
Covers the costs of insecticides, herbicides, fungicides etc.	
Fertilizers	18,000
Covers the cost of fertilizers.	
Annuals	12,000
Covers the cost of flower replacements during the course of the year.	
Fuel	9,000
Covers the annual cost of fuel for the department.	
Irrigation parts	6,000
Covers the cost of miscellaneous irrigation parts necessary in maintaining the existing systems.	
Parts and maintenance	8,000
Covers the cost of parts necessary in repairing the departments equipment.	
Horticultural debris and trash disposal	6,000
Covers the cost of proper disposal of the departments trash and horticultural debris.	
Uniforms	3,500
Covers the costs of employee uniforms for the department.	
Continuing educations/BMP cert	1,500
Covers the cost of BMP certifications and continuing education for the departments employees.	
Golf maintenance- ball-fields	20,000
Covers the cost associated with the golf course continuing to maintain the ball-fields due to the specialty turf program and thus the specialty equipment/knowledge requirements.	
Golf maintenance management	25,008
Covers cost of golf maintenance personnel managing the program on behalf of the CDD. (general fund will reimburse the golf course enterprise fund for these services monthly)	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Tree trimming	30,000
Intended to address the periodic trimming of hardwood trees by a licensed arborist. Also covers the costs associated with the annual trimming and periodic replacement of palm and ficus trees.	
Mulch	40,000
Intended to address the seasonal mulching requirements.	
Equipment lease - TCF113	7,000
Other fees & charges	
Tax collector	1,737
The tax collector charges \$1.50 per parcel.	
Property appraiser	1,158
The property appraiser charges \$1.00 per parcel.	
Total expenditures	<u><u>\$ 647,231</u></u>

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - COMMERCIAL PARCEL
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23	Total Actual & Projected	
OPERATING REVENUES					
Commercial rental					
Duffy's	\$ -	\$ 89,562	\$ 89,562	\$ 179,124	\$ 179,124
Duffy's 2022 % rent	-	66,638	-	66,638	66,638
Stoneybrook Golf	-	24,430	32,921	57,351	57,351
Cam reserves					
Duffy's	-	7,230	7,230	14,460	14,460
Stoneybrook Golf	-	1,615	2,261	3,876	3,876
Common area maintenance					
Duffy's	-	29,874	29,874	59,748	59,748
Stoneybrook Golf	-	14,335	20,069	34,404	34,404
Total operating revenues	-	233,684	181,917	415,601	415,601
OPERATING EXPENSES					
Administrative Expenses					
Taxes & Assessments: Lee County	-	16,727	-	16,727	16,727
Office supplies	-	219	-	219	250
Miscellaneous	-	73	252	325	500
Total administrative expenses	-	17,019	252	17,271	17,477
Irrigation services					
Property management	-	8,400	8,400	16,800	16,800
Electricity	-	191	350	541	600
Repairs & maintenance	-	53,205	53,205	106,410	100,000
Irrigation	-	351	1,760	2,111	2,400
Building maintenance	-	4,234	5,000	9,234	15,000
Hurricane clean-up	-	1,190	-	1,190	5,000
Uncoded expense	-	875	(875)	-	-
Total irrigation services	-	68,446	67,840	136,286	139,800
Total operating expenses	-	85,465	68,092	153,557	157,277
Operating gain/(loss)	-	148,219	113,825	262,044	258,324
NONOPERATING REVENUES/(EXPENSES)					
Total non operating revenues/(expenses)	-	-	-	-	-
Income before contributions and transfers	-	148,219	113,825	262,044	258,324
Total net assets - beginning	-	53,563	201,782	53,563	315,607
Total net assets - ending	\$ -	\$ 201,782	\$ 315,607	\$ 315,607	\$ 573,931

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2014 BONDS
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected though 9/30/23		
REVENUES					
Assessment levy: on-roll - gross	\$ 205,066				\$ 205,066
Allowable discounts (4%)	(8,203)				(8,203)
Assessment levy - net	196,863	\$ 188,118	\$ 8,745	\$ 196,863	196,863
Interest	-	2,238	2,238	4,476	-
Total revenues	196,863	190,356	10,983	201,339	196,863
EXPENDITURES					
Debt Service					
Principal	325,000	-	325,000	325,000	325,000
Interest	22,750	11,375	11,375	22,750	22,750
Total expenditures	347,750	11,375	336,375	347,750	347,750
Excess/(deficiency) of revenues over/(under) expenditures	(150,887)	178,981	(325,392)	(146,411)	(150,887)
Beginning fund balance (unaudited)	150,887	151,887	330,868	151,887	5,476
Ending fund balance (projected)	\$ -	\$ 330,868	\$ 5,476	\$ 5,476	(145,411)
Use of fund balance					
Interest expense - November 1, 2023					-
Projected fund balance surplus/(deficit) as of September 30, 2023					\$ (145,411)

Stoneybrook CDD
 Series 2014 Special Assessment Revenue Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Principal Balance
11/01/21	-		22,050	22,050	630,000
05/01/22	305,000	7%	22,050	327,050	325,000
11/01/22	-		11,375	11,375	325,000
05/01/23	325,000	7%	11,375	336,375	-
Total	630,000		66,850	696,850	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022-1 BONDS
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23		
REVENUES					
Assessment levy: on-roll - gross	\$ 259,191				\$ 259,191
Allowable discounts (4%)	(10,368)				(10,368)
Assessment levy - net	248,823	\$ 237,772	\$ 11,051	\$ 248,823	248,823
Interest	-	2,419	2,419	4,838	-
Total revenues	248,823	240,191	13,470	253,661	248,823
EXPENDITURES					
Debt Service					
Principal	80,000	-	-	-	80,000
Principal Prepayment	200,000	-	-	-	200,000
Interest	131,980	44,960	87,020	131,980	131,980
Total debt service	411,980	44,960	87,020	131,980	411,980
Other fees & charges					
Costs of issuance	-	15,376	66,684	82,060	-
Total other fees & charges	-	15,376	66,684	82,060	-
Total expenditures	411,980	60,336	153,704	214,040	411,980
Excess/(deficiency) of revenues over/(under) expenditures	(163,157)	179,855	240,724	346,020	(163,157)
OTHER SOURCES/(USES)					
Bond proceeds	-	-	322,953	322,953	-
Underwriter's discount	-	-	(86,500)	(86,500)	-
Premium/(OID)	-	-	2,874	2,874	-
Transfer in	200,000	-	-	-	-
Transfer out	-	(12,664)	-	-	200,000
Total other sources/(uses)	200,000	(12,664)	239,327	239,327	200,000
Net change in fund balance	36,843	167,191	(1,397)	165,794	36,843
Beginning fund balance (unaudited)	172,643	182,917	350,108	182,917	348,711
Ending fund balance (projected)	<u>\$ 209,486</u>	<u>\$ 350,108</u>	<u>\$348,711</u>	<u>\$ 348,711</u>	<u>385,554</u>
Use of fund balance					
Reserve					(124,411)
Interest expense - November 1, 2023					(81,803)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 179,340</u>

Stoneybrook CDD
Series 2022-1 Tax Exempt Special Assessment Revenue Bonds
(Series 2022-1 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Principal Balance
11/01/22	-		44,960.33	44,960.33	4,325,000.00
05/01/23	280,000.00	3.000%	87,020.00	367,020.00	4,045,000.00
11/01/23	-		81,802.50	81,802.50	4,045,000.00
05/01/24	80,000.00	3.000%	81,802.50	161,802.50	3,965,000.00
11/01/24	-		80,602.50	80,602.50	3,965,000.00
05/01/25	80,000.00	3.000%	80,602.50	160,602.50	3,885,000.00
11/01/25	-		79,402.50	79,402.50	3,885,000.00
05/01/26	85,000.00	3.000%	79,402.50	164,402.50	3,800,000.00
11/01/26	-		78,127.50	78,127.50	3,800,000.00
05/01/27	85,000.00	3.000%	78,127.50	163,127.50	3,715,000.00
11/01/27	-		76,852.50	76,852.50	3,715,000.00
05/01/28	90,000.00	3.500%	76,852.50	166,852.50	3,625,000.00
11/01/28	-		75,277.50	75,277.50	3,625,000.00
05/01/29	90,000.00	3.500%	75,277.50	165,277.50	3,535,000.00
11/01/29	-		73,702.50	73,702.50	3,535,000.00
05/01/30	95,000.00	3.500%	73,702.50	168,702.50	3,440,000.00
11/01/30	-		72,040.00	72,040.00	3,440,000.00
05/01/31	100,000.00	3.500%	72,040.00	172,040.00	3,340,000.00
11/01/31	-		70,290.00	70,290.00	3,340,000.00
05/01/32	100,000.00	3.500%	70,290.00	170,290.00	3,240,000.00
11/01/32	-		68,540.00	68,540.00	3,240,000.00
05/01/33	105,000.00	4.125%	68,540.00	173,540.00	3,135,000.00
11/01/33	-		66,374.38	66,374.38	3,135,000.00
05/01/34	110,000.00	4.125%	66,374.38	176,374.38	3,025,000.00
11/01/34	-		64,105.63	64,105.63	3,025,000.00
05/01/35	115,000.00	4.125%	64,105.63	179,105.63	2,910,000.00
11/01/35	-		61,733.75	61,733.75	2,910,000.00
05/01/36	120,000.00	4.125%	61,733.75	181,733.75	2,790,000.00
11/01/36	-		59,258.75	59,258.75	2,790,000.00
05/01/37	125,000.00	4.125%	59,258.75	184,258.75	2,665,000.00
11/01/37	-		56,680.63	56,680.63	2,665,000.00
05/01/38	130,000.00	4.125%	56,680.63	186,680.63	2,535,000.00
11/01/38	-		53,999.38	53,999.38	2,535,000.00
05/01/39	135,000.00	4.125%	53,999.38	188,999.38	2,400,000.00
11/01/39	-		51,215.00	51,215.00	2,400,000.00
05/01/40	140,000.00	4.125%	51,215.00	191,215.00	2,260,000.00
11/01/40	-		48,327.50	48,327.50	2,260,000.00
05/01/41	145,000.00	4.125%	48,327.50	193,327.50	2,115,000.00
11/01/41	-		45,336.88	45,336.88	2,115,000.00
05/01/42	155,000.00	4.125%	45,336.88	200,336.88	1,960,000.00
11/01/42	-		42,140.00	42,140.00	1,960,000.00
05/01/43	160,000.00	4.300%	42,140.00	202,140.00	1,800,000.00
11/01/43	-		38,700.00	38,700.00	1,800,000.00
05/01/44	165,000.00	4.300%	38,700.00	203,700.00	1,635,000.00
11/01/44	-		35,152.50	35,152.50	1,635,000.00
05/01/45	175,000.00	4.300%	35,152.50	210,152.50	1,460,000.00
11/01/45	-		31,390.00	31,390.00	1,460,000.00
05/01/46	185,000.00	4.300%	31,390.00	216,390.00	1,275,000.00
11/01/46	-		27,412.50	27,412.50	1,275,000.00

Stoneybrook CDD
 Series 2022-1 Tax Exempt Special Assessment Revenue Bonds
 (Series 2022-1 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Principal Balance
05/01/47	190,000.00	4.300%	27,412.50	217,412.50	1,085,000.00
11/01/47	-		23,327.50	23,327.50	1,085,000.00
05/01/48	200,000.00	4.300%	23,327.50	223,327.50	885,000.00
11/01/48	-		19,027.50	19,027.50	885,000.00
05/01/49	210,000.00	4.300%	19,027.50	229,027.50	675,000.00
11/01/49	-		14,512.50	14,512.50	675,000.00
05/01/50	215,000.00	4.300%	14,512.50	229,512.50	460,000.00
11/01/50	-		9,890.00	9,890.00	460,000.00
05/01/51	225,000.00	4.300%	9,890.00	234,890.00	235,000.00
11/01/51	-		5,052.50	5,052.50	235,000.00
05/01/52	235,000.00	4.300%	5,052.50	240,052.50	-
Total	4,325,000.00		3,152,529.13	7,477,529.13	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022-2 BONDS
FISCAL YEAR 2024**

	Fiscal Year 2023			Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected though 9/30/23	
REVENUES				
Assessment levy: on-roll - gross	\$ 566,116			\$ 566,116
Allowable discounts (4%)	(22,645)			(22,645)
Assessment levy - net	543,471	\$ 519,331	\$ 24,140	\$ 543,471
Interest	-	5,119	5,119	10,238
Total revenues	543,471	524,450	29,259	553,709
EXPENDITURES				
Debt Service				
Principal	105,000	-	105,000	105,000
Interest	331,278	112,853	218,425	331,278
Total debt service	436,278	112,853	323,425	436,278
Other fees & charges				
Costs of issuance	-	27,679	(27,679)	-
Total other fees & charges	-	27,679	(27,679)	-
Total expenditures	436,278	140,532	295,746	436,278
Excess/(deficiency) of revenues over/(under) expenditures	107,193	383,918	(276,725)	872,556
OTHER SOURCES/(USES)				
Transfer out	-	(24,387)	24,387	-
Total other sources/(uses)	-	(24,387)	24,387	-
Net change in fund balance	107,193	359,531	301,112	(872,556)
Beginning fund balance (unaudited)	384,588	373,957	733,488	373,957
Ending fund balance (projected)	\$ 491,781	\$ 733,488	\$1,034,600	\$(498,599)
Use of fund balance				
Reserve fund				(271,734)
Interest expense - November 1, 2023				(216,063)
Projected fund balance surplus/(deficit) as of September 30, 2023				\$ (879,203)

Stoneybrook CDD
Series 2022-2 Taxable Special Assessment Revenue Bonds
(Series 2022-2 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Principal Balance
11/01/22	-		112,852.92	112,852.92	7,755,000.00
05/01/23	105,000.00	4.500%	218,425.00	323,425.00	7,650,000.00
11/01/23	-		216,062.50	216,062.50	7,650,000.00
05/01/24	110,000.00	4.500%	216,062.50	326,062.50	7,540,000.00
11/01/24	-		213,587.50	213,587.50	7,540,000.00
05/01/25	115,000.00	4.500%	213,587.50	328,587.50	7,425,000.00
11/01/25	-		211,000.00	211,000.00	7,425,000.00
05/01/26	120,000.00	4.500%	211,000.00	331,000.00	7,305,000.00
11/01/26	-		208,300.00	208,300.00	7,305,000.00
05/01/27	125,000.00	4.500%	208,300.00	333,300.00	7,180,000.00
11/01/27	-		205,487.50	205,487.50	7,180,000.00
05/01/28	135,000.00	5.500%	205,487.50	340,487.50	7,045,000.00
11/01/28	-		201,775.00	201,775.00	7,045,000.00
05/01/29	140,000.00	5.500%	201,775.00	341,775.00	6,905,000.00
11/01/29	-		197,925.00	197,925.00	6,905,000.00
05/01/30	150,000.00	5.500%	197,925.00	347,925.00	6,755,000.00
11/01/30	-		193,800.00	193,800.00	6,755,000.00
05/01/31	160,000.00	5.500%	193,800.00	353,800.00	6,595,000.00
11/01/31	-		189,400.00	189,400.00	6,595,000.00
05/01/32	165,000.00	5.500%	189,400.00	354,400.00	6,430,000.00
11/01/32	-		184,862.50	184,862.50	6,430,000.00
05/01/33	175,000.00	5.750%	184,862.50	359,862.50	6,255,000.00
11/01/33	-		179,831.25	179,831.25	6,255,000.00
05/01/34	185,000.00	5.750%	179,831.25	364,831.25	6,070,000.00
11/01/34	-		174,512.50	174,512.50	6,070,000.00
05/01/35	200,000.00	5.750%	174,512.50	374,512.50	5,870,000.00
11/01/35	-		168,762.50	168,762.50	5,870,000.00
05/01/36	210,000.00	5.750%	168,762.50	378,762.50	5,660,000.00
11/01/36	-		162,725.00	162,725.00	5,660,000.00
05/01/37	220,000.00	5.750%	162,725.00	382,725.00	5,440,000.00
11/01/37	-		156,400.00	156,400.00	5,440,000.00
05/01/38	235,000.00	5.750%	156,400.00	391,400.00	5,205,000.00
11/01/38	-		149,643.75	149,643.75	5,205,000.00
05/01/39	250,000.00	5.750%	149,643.75	399,643.75	4,955,000.00
11/01/39	-		142,456.25	142,456.25	4,955,000.00
05/01/40	265,000.00	5.750%	142,456.25	407,456.25	4,690,000.00
11/01/40	-		134,837.50	134,837.50	4,690,000.00
05/01/41	280,000.00	5.750%	134,837.50	414,837.50	4,410,000.00
11/01/41	-		126,787.50	126,787.50	4,410,000.00
05/01/42	295,000.00	5.750%	126,787.50	421,787.50	4,115,000.00
11/01/42	-		118,306.25	118,306.25	4,115,000.00
05/01/43	315,000.00	5.750%	118,306.25	433,306.25	3,800,000.00
11/01/43	-		109,250.00	109,250.00	3,800,000.00
05/01/44	330,000.00	5.750%	109,250.00	439,250.00	3,470,000.00
11/01/44	-		99,762.50	99,762.50	3,470,000.00
05/01/45	350,000.00	5.750%	99,762.50	449,762.50	3,120,000.00
11/01/45	-		89,700.00	89,700.00	3,120,000.00
05/01/46	370,000.00	5.750%	89,700.00	459,700.00	2,750,000.00
11/01/46	-		79,062.50	79,062.50	2,750,000.00

Stoneybrook CDD
 Series 2022-2 Taxable Special Assessment Revenue Bonds
 (Series 2022-2 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Principal Balance
05/01/47	395,000.00	5.750%	79,062.50	474,062.50	2,355,000.00
11/01/47	-		67,706.25	67,706.25	2,355,000.00
05/01/48	420,000.00	5.750%	67,706.25	487,706.25	1,935,000.00
11/01/48	-		55,631.25	55,631.25	1,935,000.00
05/01/49	445,000.00	5.750%	55,631.25	500,631.25	1,490,000.00
11/01/49	-		42,837.50	42,837.50	1,490,000.00
05/01/50	470,000.00	5.750%	42,837.50	512,837.50	1,020,000.00
11/01/50	-		29,325.00	29,325.00	1,020,000.00
05/01/51	495,000.00	5.750%	29,325.00	524,325.00	525,000.00
11/01/51	-		15,093.75	15,093.75	525,000.00
05/01/52	525,000.00	5.750%	15,093.75	540,093.75	-
Total	7,755,000.00		8,580,940.42	16,335,940.42	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - IRRIGATION
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23	Total Actual & Projected	
OPERATING REVENUES					
Assessment levy: on-roll - gross	\$ 130,884				\$ 131,198
Allowable discounts (4%)	(5,235)				(5,248)
Assessment levy - net	125,649	\$ 120,073	\$ 5,576	\$ 125,649	125,950
Direct Bill: Golf Course	59,613	29,806	29,807	59,613	59,756
Irrigation revenue	170,000	11,970	158,030	170,000	170,000
Interest income	-	3	3	6	-
Total operating revenues	<u>355,262</u>	<u>161,852</u>	<u>193,416</u>	<u>355,268</u>	<u>355,706</u>
OPERATING EXPENSES					
Administrative Expenses					
Audit	4,635	-	4,635	4,635	4,635
Accounting*	8,742	4,371	4,371	8,742	8,742
Utility billing	31,500	15,590	15,697	31,287	31,500
Miscellaneous*	2,500	1,009	1,491	2,500	2,500
Total administrative expenses	<u>47,377</u>	<u>20,970</u>	<u>26,194</u>	<u>47,164</u>	<u>47,377</u>
Irrigation services					
Service/permit monitoring contracts	3,000	450	2,550	3,000	3,000
Line repairs/labor	55,000	20,625	20,000	40,625	55,000
Insurance*	14,784	-	14,784	14,784	15,228
Effluent water supply*	115,000	11,676	75,000	86,676	115,000
Electricity	26,000	13,660	15,000	28,660	30,000
Pumps & machinery	27,000	1,408	10,000	11,408	20,000
Depreciation*	40,603	20,302	20,301	40,603	40,603
Personnel	27,000	10,627	13,000	23,627	27,000
Total irrigation services	<u>308,387</u>	<u>78,748</u>	<u>170,635</u>	<u>249,383</u>	<u>305,831</u>
Total operating expenses	<u>355,764</u>	<u>99,718</u>	<u>196,829</u>	<u>296,547</u>	<u>353,208</u>
Operating gain/(loss)	(502)	62,134	(3,413)	58,721	2,498
NONOPERATING REVENUES/(EXPENSES)					
Interest, penalties & miscellaneous income	100	-	100	100	100
Total non operating revenues/(expenses)	<u>100</u>	<u>-</u>	<u>100</u>	<u>100</u>	<u>100</u>
Income before contributions and transfers	(402)	62,134	(3,313)	58,821	2,598
Change in assets	(402)	62,134	(3,313)	58,821	2,598
Total net assets - beginning	228,280	209,631	271,765	209,631	268,452
Total net assets - ending	<u>\$ 227,878</u>	<u>\$ 271,765</u>	<u>\$ 268,452</u>	<u>\$ 268,452</u>	<u>\$ 271,050</u>

* These expense items are considered fixed costs and are offset by assessment levy revenue.

Type	Assessment Summary			
	Units	2023	2024	Total Revenue
On-roll	1,119	\$ 74.52	\$ 117.25	\$ 131,203
Direct Bill: Golf Course	531	70.58	112.53	59,753
				<u>\$ 190,956</u>

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF ENTERPRISE FUND - IRRIGATION EXPENDITURES
FISCAL YEAR 2024**

OPERATING EXPENSES

Administrative Expenses

Audit	\$ 4,635
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Pursuant to Florida State Law and the Rules of the Auditor General, the District is required to undertake an independent examination of its books, records and accounting procedures each fiscal year. The District has entered into a contract with Grau & Associates to perform this service.

Accounting*	8,742
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Wrathell, Hunt and Associates, LLC, prepares all financial work related to the Districts' funds (general, debt service and capital projects, etc.). This includes monthly financials, the annual budget and various other items.

Utility billing	31,500
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Utility billing is charged on a base rate of \$3,600 a year for up to the first 250 accounts (plus reimbursable). The District is charged \$1.75 per account per month for additional accounts over 250. The District currently bills 750 accounts.

Miscellaneous*	2,500
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Bank charges and other miscellaneous expenses incurred during the year.

Irrigation services

Service/permit monitoring contracts	3,000
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Covers the costs of a preventative maintenance and water quality/ levels reporting contracts.

Line repairs/labor	55,000
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Covers the costs of labor and outside contractor expense associated with service line, valve and blow off operation and repairs.

Effluent water supply*	115,000
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The cost of receiving a portion of the District's irrigation water requirements from Lee County in the form of effluent water.

Electricity	30,000
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Cost of electricity for operation of Districts' new wells and high service pump station.

Pumps & machinery	20,000
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Covers costs of scheduled and unscheduled repairs and maintenance to the high service pumps, motors, electronics that make up the pump station and new wellfield.

Depreciation*	40,603
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Personnel	27,000
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Total operating expenses	<u>\$ 353,208</u>
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* These expense items are fixed costs and are offset by assessment levy revenue.

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED ASSESSMENTS**

Bond Designation	Proposed Fiscal Year 2023					Adopted Fiscal Year 2022 Total Assessment
	Series 2022 Debt Service Assessment	Series 2013 Debt Service Assessment	O & M Assessment	Irrigation Assessment	Total Assessment	
SF 40/Commercial	\$ -	\$ -	\$ 571.11	\$ -	\$ 571.11	\$ 575.00
SF 50	737.54	325.00	571.11	117.25	1,750.90	974.52
SF 60	737.54	325.00	571.11	117.25	1,750.90	974.52
SF 75	737.54	325.00	571.11	117.25	1,750.90	974.52
2 ST	737.54	325.00	571.11	117.25	1,750.90	974.52
6plex	737.54	325.00	571.11	117.25	1,750.90	974.52

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF
FISCAL YEAR 2024**

	Fiscal Year 2024					
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23	Total Actual & Projected Expenditures	Total Actual & Projected Less Adopted Budget Increase/(Decrease)	Proposed Budget FY 2024
	REVENUES					
Consolidated						
Administrative	\$ -	\$ 3,349	\$ -	\$ 3,349	\$ 3,349	\$ -
Golf course	2,731,412	2,270,060	635,844	2,905,904	174,492	3,578,993
Pro shop	111,215	90,699	24,818	115,517	4,302	137,701
Concession	138,240	104,935	38,513	143,448	5,208	154,522
Total consolidated revenues	<u>2,980,867</u>	<u>2,469,043</u>	<u>699,175</u>	<u>3,168,218</u>	<u>187,351</u>	<u>3,871,216</u>
Cost of sales						
Consolidated						
Pro shop	73,853	45,565	31,539	77,104	3,251	88,868
Concession	43,271	41,203	3,874	45,077	1,806	43,271
Total consolidated cost of sales	<u>117,124</u>	<u>86,768</u>	<u>35,413</u>	<u>122,181</u>	<u>5,057</u>	<u>132,139</u>
Gross consolidated earnings	<u>2,863,743</u>	<u>2,382,275</u>	<u>663,762</u>	<u>3,046,037</u>	<u>182,294</u>	<u>3,739,077</u>
Expenses						
Consolidated						
Administrative	521,957	293,725	231,714	525,439	3,482	450,349
Concession	55,169	86,124	14,524	100,648	45,479	107,018
Golf course	1,282,918	609,306	720,966	1,330,272	47,354	1,595,372
Pro shop	719,992	460,437	353,108	813,545	93,553	1,053,572
Total consolidated expenses	<u>2,580,036</u>	<u>1,449,592</u>	<u>1,320,312</u>	<u>2,769,904</u>	<u>189,868</u>	<u>3,206,311</u>
NONOPERATING REVENUES/(EXPENSES)						
Interest (Series 2014: actual and accrued)	(70,348)	(33,717)	(36,631)	(70,348)	-	(70,348)
Total other financing sources/(uses)	<u>(70,348)</u>	<u>(33,717)</u>	<u>(36,631)</u>	<u>(70,348)</u>	<u>-</u>	<u>(70,348)</u>
Change in assets	213,359	898,966	(693,181)	205,785	(7,574)	462,418
Total net assets - beginning	3,735,345	4,140,202	5,039,168	4,140,202		4,345,987
Total net assets - ending	<u>\$ 3,948,704</u>	<u>\$ 5,039,168</u>	<u>\$ 4,345,987</u>	<u>\$ 4,345,987</u>		<u>\$ 4,808,405</u>

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF
FISCAL YEAR 2024**

	Fiscal Year 2024					Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23	Total Actual & Projected Expenditures	Total Actual & Projected Less Adopted Budget Increase/(Decrease)	
REVENUES						
Administrative						
Parking lot - Irrigation	-	-	-	-	-	-
Parking lot - mowing	-	-	-	-	-	-
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rebate	-	-	-	-	-	-
Discounts earned	-	-	-	-	-	-
Interest & miscellaneous	\$ -	\$ 3,349	\$ -	\$ 3,349	\$ 3,349	\$ -
Total administrative revenues	-	3,349	-	3,349	3,349	-
EXPENSES						
Administrative						
Legal	3,500	-	3,500	3,500	-	3,500
Cdd Scholarship	1,000	-	1,000	1,000	-	1,000
A/C maintenance	1,500	-	1,500	1,500	-	1,500
Audit	5,886	-	5,886	5,886	-	5,886
Building maintenance	74,000	43,215	30,785	74,000	-	25,000
Copy machine lease	7,920	2,736	5,184	7,920	-	7,920
Fire alarm (cart barn)	1,045	-	1,045	1,045	-	1,045
Depreciation	198,000	99,000	99,000	198,000	-	198,000
Insurance	49,000	42,889	6,111	49,000	-	52,840
Management fee	49,000	24,500	24,500	49,000	-	49,000
Pest control	2,004	942	1,062	2,004	-	2,004
Meeting expenses, travel expenses	1,500	155	1,345	1,500	-	1,500
Postage	3,000	-	3,000	3,000	-	3,000
Taxes	250	353	-	353	103	250
Window cleaning	300	-	300	300	-	300
Utilities (Electricity paid to FP&L)	5,000	2,503	2,497	5,000	-	5,000
Utilities (Water paid to Duffy's)	600	-	600	600	-	600
CAM (paid to TAQ)	28,884	25,536	3,348	28,884	-	28,884
Lease (paid to TAQ)	81,180	46,196	34,984	81,180	-	54,732
Trustee fees	5,388	2,963	2,425	5,388	-	5,388
Dissemination agent	1,000	-	1,000	1,000	-	1,000
Arbitrage rebate calculation	2,000	-	2,000	2,000	-	2,000
Software errors	-	(642)	642	-	-	-
Miscellaneous	-	3,379	-	3,379	3,379	-
Total administrative expenses	521,957	293,725	231,714	525,439	3,482	450,349
Net administrative earnings	(521,957)	(290,376)	(231,714)	(522,090)	(133)	(450,349)

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF
FISCAL YEAR 2024**

	Fiscal Year 2024					
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23	Total Actual & Projected Expenditures	Total Actual & Projected Less Adopted Budget Increase/(Decrease)	Proposed Budget FY 2024
REVENUES						
Concession						
Food sales	18,587	23,128	-	23,128	4,541	29,797
Food cart sales	4,454	-	4,454	4,454	-	4,804
Beer sales	64,100	64,767	-	64,767	667	80,120
Beer cart sales	5,040	-	5,040	5,040	-	6,191
Soft beverage sales	39,800	17,040	22,760	39,800	-	26,550
Soft beverage cart sales	6,259	-	6,259	6,259	-	7,060
Total concession revenues	<u>138,240</u>	<u>104,935</u>	<u>38,513</u>	<u>143,448</u>	<u>5,208</u>	<u>154,522</u>
Cost of goods sold						
Concession						
Food	10,141	11,947	-	11,947	1,806	10,141
Beer	23,664	22,806	858	23,664	-	23,664
Soft beverage	9,466	6,450	3,016	9,466	-	9,466
Total cost of goods sold	<u>43,271</u>	<u>41,203</u>	<u>3,874</u>	<u>45,077</u>	<u>1,806</u>	<u>43,271</u>
Gross concession earnings	<u>94,969</u>	<u>63,732</u>	<u>34,639</u>	<u>98,371</u>	<u>3,402</u>	<u>111,251</u>
EXPENSES						
Concession						
Beverage cart lease	4,800	2,891	1,909	4,800	-	4,800
Employee new hire	-	-	-	-	-	-
Equipment repair	1,775	-	1,775	1,775	-	300
Licenses & permits	834	242	592	834	-	834
Payroll concession	36,000	31,162	4,838	36,000	-	81,900
Payroll cart	-	-	-	-	-	-
Payroll taxes/concession	5,760	2,923	2,837	5,760	-	13,184
Pay related group insurance	-	45,479	-	45,479	45,479	-
Supplies	6,000	3,427	2,573	6,000	-	6,000
Total concession expenses	<u>55,169</u>	<u>86,124</u>	<u>14,524</u>	<u>100,648</u>	<u>45,479</u>	<u>107,018</u>
Net concession earnings	<u>39,800</u>	<u>(22,392)</u>	<u>20,115</u>	<u>(2,277)</u>	<u>(42,077)</u>	<u>4,233</u>

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF
FISCAL YEAR 2024**

	Fiscal Year 2024					
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23	Total Actual & Projected Expenditures	Total Actual & Projected Less Adopted Budget Increase/(Decrease)	Proposed Budget FY 2024
REVENUES						
Golf Course						
Annual pass	41,945	77,445	-	77,445	35,500	100,979
Green fees + gps	2,556,940	2,042,820	614,200	2,657,020	100,080	3,197,949
Range fees	92,882	128,329	-	128,329	35,447	240,574
Club rentals	18,703	11,843	6,860	18,703	-	18,549
Handicaps	4,731	2,958	1,773	4,731	-	4,731
Lake ball	2,580	-	2,580	2,580	-	2,580
Irrigation - Stoney Master	431	-	431	431	-	431
Other income	-	120	-	120	120	-
SB jr golf	4,800	800	4,000	4,800	-	4,800
PGA staff	2,400	3,145	-	3,145	745	2,400
Andy Scott School	6,000	-	6,000	6,000	-	6,000
Miscellaneous	-	2,600	-	2,600	2,600	-
Total golf course	<u>2,731,412</u>	<u>2,270,060</u>	<u>635,844</u>	<u>2,905,904</u>	<u>174,492</u>	<u>3,578,993</u>
Pro Shop						
Bags & accessories	4,836	8,799	-	8,799	3,963	11,905
Balls	37,474	35,126	2,348	37,474	-	50,157
Clubs	3,626	3,965	-	3,965	339	5,019
Gloves	9,670	6,860	2,810	9,670	-	10,768
Headwear	13,297	9,716	3,581	13,297	-	14,931
Ladies wear	12,090	5,998	6,092	12,090	-	9,790
Mens wear	22,968	13,279	9,689	22,968	-	23,341
Shoes	7,254	6,956	298	7,254	-	11,790
Total pro shop	<u>111,215</u>	<u>90,699</u>	<u>24,818</u>	<u>115,517</u>	<u>4,302</u>	<u>137,701</u>
Total revenues	<u>2,842,627</u>	<u>2,360,759</u>	<u>660,662</u>	<u>3,021,421</u>	<u>178,794</u>	<u>3,716,694</u>
Cost of goods sold						
Pro shop						
Bags & accessories	3,723	862	2,861	3,723	-	5,912
Balls	23,609	15,309	8,300	23,609	-	30,074
Clubs	3,807	1,784	2,023	3,807	-	4,898
Gloves	5,705	4,583	1,122	5,705	-	5,844
Headwear	7,579	3,639	3,940	7,579	-	8,652
Ladies wear	9,189	4,584	4,605	9,189	-	9,498
Mens wear	16,078	10,049	6,029	16,078	-	17,961
Shoes	6,167	1,886	4,281	6,167	-	8,033
Miscellaneous	-	3,251	-	3,251	3,251	-
Discounts earned	(2,004)	(382)	(1,622)	(2,004)	-	(2,004)
Total cost of goods sold	<u>73,853</u>	<u>45,565</u>	<u>31,539</u>	<u>77,104</u>	<u>3,251</u>	<u>88,868</u>
Gross earnings	<u>2,768,774</u>	<u>2,315,194</u>	<u>629,123</u>	<u>2,944,317</u>	<u>175,543</u>	<u>3,627,826</u>

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF
FISCAL YEAR 2024**

	Fiscal Year 2024					
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23	Total Actual & Projected Expenditures	Total Actual & Projected Less Adopted Budget Increase/(Decrease)	Proposed Budget FY 2024
EXPENSES						
Pro shop						
Advertising	10,800	7,050	3,750	10,800	-	13,200
Alarm	924	7,375	-	7,375	6,451	6,693
Association dues	2,207	150	2,057	2,207	-	2,300
Credit card charges	-	68,065	-	68,065	68,065	-
Bank charges	111,522	2,972	108,550	111,522	-	152,754
Cart lease	157,836	88,261	69,575	157,836	-	157,836
Cart maintenance	3,546	7,587	-	7,587	4,041	4,000
Cash over/short	-	1,885	-	1,885	1,885	-
Commission	6,964	-	6,964	6,964	-	6,964
Computer support (IBS)	-	3,768	-	3,768	3,768	-
Electric cart barn	12,035	10,922	1,113	12,035	-	13,201
Employee enrollment testing	514	-	514	514	-	-
Equipment repair/maintenance	996	-	996	996	-	996
Handicap system/GHIN	3,702	-	3,702	3,702	-	3,702
Internet access	1,584	814	770	1,584	-	1,584
Education	1,500	-	1,500	1,500	-	-
License/permits	476	492	-	492	16	476
Office supplies	1,238	1,175	63	1,238	-	1,238
Payroll	286,258	207,382	78,876	286,258	-	505,396
Payroll taxes & fees	48,949	28,086	20,863	48,949	-	81,370
Pay related group insurance	28,627	-	28,627	28,627	-	50,540
Pay related 401k match	1,260	1,465	-	1,465	205	6,032
Printing	285	-	285	285	-	285
Range	8,000	1,759	6,241	8,000	-	6,000
Repairs & maintenance	855	-	855	855	-	855
Scorecards/pencils	7,500	1,477	6,023	7,500	-	9,000
Signage	238	-	238	238	-	-
Small tools	96	-	96	96	-	-
Storage unit	972	323	649	972	-	972
Supplies	5,000	103	4,897	5,000	-	2,000
Telephone	2,500	1,626	874	2,500	-	2,500
Towels	5,184	3,791	1,393	5,184	-	5,184
Trash removal	3,520	5,867	-	5,867	2,347	7,200
Uniforms	3,500	-	3,500	3,500	-	5,000
Water & sewer	744	607	137	744	-	744
Website	660	7,435	-	7,435	6,775	5,550
Total pro shop	719,992	460,437	353,108	813,545	93,553	1,053,572

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF
FISCAL YEAR 2024**

	Fiscal Year 2024					Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23	Total Actual & Projected Expenditures	Total Actual & Projected Less Adopted Budget Increase/(Decrease)	
Golf course						
Alarm	260	126	134	260	-	260
Annuals	3,938	886	3,052	3,938	-	2,500
Association dues & seminars	4,444	1,240	3,204	4,444	-	7,000
Building maintenance	10,000	4,163	5,837	10,000	-	10,000
Chemicals	86,530	50,163	36,367	86,530	-	113,183
Contract labor	15,642	1,875	13,767	15,642	-	19,292
Cart path fill	2,300	487	1,813	2,300	-	3,000
Electricity maintenance bldg	5,100	1,682	3,418	5,100	-	5,400
Equipment Lease Toro Fiscal Year 2019	89,174	45,473	43,701	89,174	-	-
Equipment lease (JD005) (Toro Workman 105)	-	1,310	-	1,310	1,310	-
Equipment Lease - GE Capital Toro Equip (cap)	1,920	930	990	1,920	-	1,920
Equipment Lease Proposed Toro D	-	11,391	-	11,391	11,391	-
Equipment Lease- TCF Toro Lease ?					-	129,600
Equipment Lease-TCF Toro Lease 114	39,850	9,775	30,075	39,850	-	39,850
Equipment Lease-TCF Toro Lease 115	-	3,233	-	3,233	3,233	-
Equipment rental	3,000	-	3,000	3,000	-	3,000
Equipment repair	43,200	17,382	25,818	43,200	-	54,000
Fertilizer	100,005	49,598	50,407	100,005	-	137,260
Fuels/lubricants \$4.00 avg/gal	24,000	8,355	15,645	24,000	-	60,000
Fuel sales*	(864)	-	(864)	(864)	-	(864)
Golf service	18,832	13,675	5,157	18,832	-	27,909
Interest - bunker renovation	8,633	3,740	4,893	8,633	-	-
Irrigation water	88,041	32,380	55,661	88,041	-	78,000
Irrigation repairs	15,600	2,796	12,804	15,600	-	18,000
License/permits	528	-	528	528	-	528
Mulch/pinestraw	12,000	-	12,000	12,000	-	15,000
Office supplies	2,786	495	2,291	2,786	-	4,000
Payroll	563,033	292,114	270,919	563,033	-	666,768
Payroll taxes & fees	90,651	43,497	47,154	90,651	-	107,349
Pay related group insurance	56,300	-	56,300	56,300	-	66,671
Pay related 401k match	6,000	-	6,000	6,000	-	6,000
Labor & benefits (Irrigation fund)*	(53,136)	(26,568)	(26,568)	(53,136)	-	(53,136)
Labor & benefits (Common area maint.)*	(25,572)	(12,504)	(13,068)	(25,572)	-	(25,572)
Ball field maintenance*	(15,000)	(9,000)	(6,000)	(15,000)	-	(15,750)
BMP/Safety (EPA req.)	8,100	3,900	4,200	8,100	-	8,400
Postage	-	424	-	424	424	-
Small tools	2,500	1,640	860	2,500	-	4,000
Sod	6,000	-	6,000	6,000	-	10,000
Supplies	6,780	4,623	2,157	6,780	-	9,000

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF
FISCAL YEAR 2024**

	Fiscal Year 2024					Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23	Total Actual & Projected Expenditures	Total Actual & Projected Less Adopted Budget Increase/(Decrease)	
Golf course (continued)						
Telephone	4,800	2,198	2,602	4,800	-	4,800
Top dressing	16,004	3,124	12,880	16,004	-	20,004
Trash removal	8,724	1,279	7,445	8,724	-	16,200
Trees & shrubs	3,000	-	3,000	3,000	-	3,000
Tree trimming	10,000	3,025	6,975	10,000	-	16,000
Tree removal	1,000	-	1,000	1,000	-	3,000
Uniforms	8,615	3,049	5,566	8,615	-	9,000
Wash rack maintenance	4,200	2,621	1,579	4,200	-	4,800
Water & sewer	6,000	3,733	2,267	6,000	-	6,000
Miscellaneous	-	500	-	500	500	-
Uncoded	-	30,496	-	30,496	30,496	-
Total golf course	<u>1,282,918</u>	<u>609,306</u>	<u>720,966</u>	<u>1,330,272</u>	<u>47,354</u>	<u>1,595,372</u>

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF
FISCAL YEAR 2024**

	Fiscal Year 2024					
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/23	Total Actual & Projected Expenditures	Total Actual & Projected Less Adopted Budget Increase/(Decrease)	Proposed Budget FY 2024
Total golf course & pro shop expenses	2,002,910	1,069,743	1,074,074	2,143,817	140,907	2,648,944
Net golf course & pro shop earnings	765,864	1,245,451	(444,951)	800,500	34,636	978,882
Total revenues	2,980,867	2,469,043	699,175	3,168,218	187,351	3,871,216
Total cost of goods sold	117,124	86,768	35,413	122,181	5,057	132,139
Total expenses	2,580,036	1,449,592	1,320,312	2,769,904	189,868	3,206,311
NONOPERATING REVENUES/(EXPENSES)						
Interest (Series 2014: actual and accrued)	(70,348)	(33,717)	(36,631)	(70,348)	-	(70,348)
Total other financing sources/(uses)	(70,348)	(33,717)	(36,631)	(70,348)	-	(70,348)
Change in assets	213,359	898,966	(693,181)	205,785	(7,574)	462,418
Total net assets - beginning	3,735,345	4,140,202	5,039,168	4,140,202		4,345,987
Total net assets - ending	<u>\$ 3,948,704</u>	<u>\$ 5,039,168</u>	<u>\$ 4,345,987</u>	<u>\$ 4,345,987</u>		<u>\$ 4,808,405</u>

*These items were reflected as revenues in prior years; however, they are now presented as contra expenses.

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF (MONTHLY ESTIMATES)
FISCAL YEAR 2024**

	Proposed Budget Oct '23	Proposed Budget Nov '23	Proposed Budget Dec '23	Proposed Budget Jan '24	Proposed Budget Feb '24	Proposed Budget Mar '24	Proposed Budget Apr '24	Proposed Budget May '24	Proposed Budget Jun '24	Proposed Budget Jul '24	Proposed Budget Aug '24	Proposed Budget Sep '24	Proposed Budget FY 2024
REVENUES													
Consolidated													
Golf course	\$ 131,041	\$ 330,248	\$ 427,147	\$ 643,993	\$ 565,321	\$ 650,784	\$ 443,819	\$ 121,219	\$ 79,058	\$ 65,772	\$ 60,049	\$ 60,542	\$ 3,578,993
Pro shop	18,787	15,800	12,663	15,878	16,532	17,358	18,063	7,283	4,558	4,038	3,666	3,075	137,701
Concession	17,400	16,870	16,064	18,100	19,030	18,600	14,632	10,884	5,946	6,664	5,322	5,010	154,522
Total consolidated revenues	167,228	362,918	455,874	677,971	600,883	686,742	476,514	139,386	89,562	76,474	69,037	68,627	3,871,216
Cost of sales													
Consolidated													
Pro shop	11,679	10,572	7,665	9,309	10,417	12,461	12,169	4,800	2,942	2,589	2,333	1,932	88,868
Concession	3,182	3,937	4,249	5,348	5,773	6,175	4,950	2,040	2,177	2,133	1,703	1,604	43,271
Total consolidated cost of sales	14,861	14,509	11,914	14,657	16,190	18,636	17,119	6,840	5,119	4,722	4,036	3,536	132,139
Gross consolidated earnings	152,367	348,409	443,960	663,314	584,693	668,106	459,395	132,546	84,443	71,752	65,001	65,091	3,739,077
Expenses													
Consolidated													
Administrative	73,094	39,156	39,207	30,851	30,979	31,018	29,587	30,787	29,587	39,177	38,228	38,678	450,349
Concession	8,239	8,239	10,068	8,239	8,239	10,902	8,239	10,068	8,239	8,239	10,068	8,239	107,018
Golf course	189,702	139,360	146,583	116,081	109,518	152,556	118,068	120,763	136,438	118,320	111,510	136,473	1,595,372
Pro shop	84,475	81,012	108,671	100,212	91,416	106,343	94,102	95,531	74,511	69,924	80,651	66,724	1,053,572
Total consolidated expenses	355,510	267,767	304,529	255,383	240,152	300,819	249,996	257,149	248,775	235,660	240,457	250,114	3,206,311
NONOPERATING REVENUES/(EXPENSES)													
Interest (Series 2014: actual and accrued)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(5,454)	(5,454)	(5,454)	(5,454)	(5,454)	(70,348)
Total other financing sources/(uses)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(5,454)	(5,454)	(5,454)	(5,454)	(5,454)	(70,348)
Change in assets	(209,297)	74,488	133,277	401,777	338,387	361,133	203,245	(130,057)	(169,786)	(169,362)	(180,910)	(190,477)	462,418
Total net assets - beginning	4,345,987	4,136,690	4,211,178	4,344,455	4,746,232	5,084,619	5,445,752	5,648,997	5,518,940	5,349,154	5,179,792	4,998,882	4,345,987
Total net assets - ending	\$ 4,136,690	\$ 4,211,178	\$ 4,344,455	\$ 4,746,232	\$ 5,084,619	\$ 5,445,752	\$ 5,648,997	\$ 5,518,940	\$ 5,349,154	\$ 5,179,792	\$ 4,998,882	\$ 4,808,405	\$ 4,808,405

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF (MONTHLY ESTIMATES)
FISCAL YEAR 2024**

	Proposed Budget Oct '23	Proposed Budget Nov '23	Proposed Budget Dec '23	Proposed Budget Jan '24	Proposed Budget Feb '24	Proposed Budget Mar '24	Proposed Budget Apr '24	Proposed Budget May '24	Proposed Budget Jun '24	Proposed Budget Jul '24	Proposed Budget Aug '24	Proposed Budget Sep '24	Proposed Budget FY 2024
REVENUES													
Administrative													
Total administrative revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENSES													
Administrative													
Legal	291	291	291	291	292	292	292	292	292	292	292	292	3,500
Cdd Scholarship	-	-	-	-	-	-	-	1,000	-	-	-	-	1,000
A/C maintenance	500	-	-	-	-	500	-	-	-	-	-	500	1,500
Audit	981	981	981	981	981	981	-	-	-	-	-	-	5,886
Building maintenance	25,000	-	-	-	-	-	-	-	-	-	-	-	25,000
Copy machine lease	660	660	660	660	660	660	660	660	660	660	660	660	7,920
Fire alarm (cart barn)	25	25	25	360	435	25	25	25	25	25	25	25	1,045
Depreciation	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	198,000
Insurance	8,640	8,640	8,640	-	-	-	-	-	-	9,640	8,640	8,640	52,840
Management fee	4,083	4,083	4,084	4,083	4,084	4,083	4,083	4,083	4,083	4,083	4,084	4,084	49,000
Pest control	167	167	167	167	167	167	167	167	167	167	167	167	2,004
Meeting expenses, travel expenses	125	125	125	125	125	125	125	125	125	125	125	125	1,500
Postage	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Taxes	-	-	-	-	-	-	-	250	-	-	-	-	250
Window cleaning	50	-	50	-	50	-	50	-	50	-	50	-	300
Utilities (Electricity paid to FP&L)	416	416	416	416	417	417	417	417	417	417	417	417	5,000
Utilities (Water paid to Duffy's)	50	50	50	50	50	50	50	50	50	50	50	50	600
CAM (paid to TAQ)	2,407	2,407	2,407	2,407	2,407	2,407	2,407	2,407	2,407	2,407	2,407	2,407	28,884
Lease (paid to TAQ)	4,561	4,561	4,561	4,561	4,561	4,561	4,561	4,561	4,561	4,561	4,561	4,561	54,732
Trustee fees	5,388	-	-	-	-	-	-	-	-	-	-	-	5,388
Dissemination agent	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000
Arbitrage rebate calculation	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000
Total administrative expenses	73,094	39,156	39,207	30,851	30,979	31,018	29,587	30,787	29,587	39,177	38,228	38,678	450,349
Net administrative earnings	(73,094)	(39,156)	(39,207)	(30,851)	(30,979)	(31,018)	(29,587)	(30,787)	(29,587)	(39,177)	(38,228)	(38,678)	(450,349)

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF (MONTHLY ESTIMATES)
FISCAL YEAR 2024**

	Proposed Budget Oct '23	Proposed Budget Nov '23	Proposed Budget Dec '23	Proposed Budget Jan '24	Proposed Budget Feb '24	Proposed Budget Mar '24	Proposed Budget Apr '24	Proposed Budget May '24	Proposed Budget Jun '24	Proposed Budget Jul '24	Proposed Budget Aug '24	Proposed Budget Sep '24	Proposed Budget FY 2024
REVENUES													
Concession													
Food sales	4,000	5,000	4,010	3,500	3,000	2,900	3,000	1,000	900	1,000	787	700	29,797
Food cart sales	900	145	281	400	855	200	772	814	91	111	100	135	4,804
Beer sales	9,500	9,000	9,020	10,500	11,000	9,000	8,000	5,100	2,000	3,000	2,000	2,000	80,120
Beer cart sales	500	435	242	1,000	565	300	316	342	973	332	681	505	6,191
Soft beverage sales	1,500	2,000	2,250	2,000	2,900	5,900	2,000	3,000	1,000	2,000	1,000	1,000	26,550
Soft beverage cart sales	1,000	290	261	700	710	300	544	628	982	221	754	670	7,060
Total concession revenues	17,400	16,870	16,064	18,100	19,030	18,600	14,632	10,884	5,946	6,664	5,322	5,010	154,522
Cost of goods sold													
Concession													
Food	746	923	996	1,253	1,353	1,447	1,160	478	510	500	399	376	10,141
Beer	1,740	2,153	2,324	2,925	3,157	3,377	2,707	1,116	1,191	1,166	931	877	23,664
Soft beverage	696	861	929	1,170	1,263	1,351	1,083	446	476	467	373	351	9,466
Total cost of goods sold	3,182	3,937	4,249	5,348	5,773	6,175	4,950	2,040	2,177	2,133	1,703	1,604	43,271
Gross concession earnings	14,218	12,933	11,815	12,752	13,257	12,425	9,682	8,844	3,769	4,531	3,619	3,406	111,251
EXPENSES													
Concession													
Beverage cart lease	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Equipment repair	25	25	25	25	25	25	25	25	25	25	25	25	300
Licenses & permits	-	-	-	-	-	834	-	-	-	-	-	-	834
Payroll concession	6,300	6,300	7,875	6,300	6,300	7,875	6,300	7,875	6,300	6,300	7,875	6,300	81,900
Payroll taxes/concession	1,014	1,014	1,268	1,014	1,014	1,268	1,014	1,268	1,014	1,014	1,268	1,014	13,184
Supplies	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Total concession expenses	8,239	8,239	10,068	8,239	8,239	10,902	8,239	10,068	8,239	8,239	10,068	8,239	107,018
Net concession earnings	5,979	4,694	1,747	4,513	5,018	1,523	1,443	(1,224)	(4,470)	(3,708)	(6,449)	(4,833)	4,233

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF (MONTHLY ESTIMATES)
FISCAL YEAR 2024**

	Proposed Budget Oct '23	Proposed Budget Nov '23	Proposed Budget Dec '23	Proposed Budget Jan '24	Proposed Budget Feb '24	Proposed Budget Mar '24	Proposed Budget Apr '24	Proposed Budget May '24	Proposed Budget Jun '24	Proposed Budget Jul '24	Proposed Budget Aug '24	Proposed Budget Sep '24	Proposed Budget FY 2024
REVENUES													
Golf Course													
Annual pass	-	-	50,500	50,479	-	-	-	-	-	-	-	-	100,979
Green fees + gps	110,699	312,805	354,306	561,094	525,405	606,859	407,406	99,471	65,036	55,609	49,172	50,087	3,197,949
Range fees	16,804	13,421	18,251	27,744	36,240	39,880	31,860	18,841	11,911	8,080	8,805	8,737	240,574
Club rentals	1,823	2,150	2,240	2,670	1,565	1,850	2,640	1,288	654	667	685	317	18,549
Handicaps	376	472	458	554	618	669	497	317	218	193	175	184	4,731
Lake ball	205	257	250	302	337	365	271	173	119	105	96	100	2,580
Irrigation - Stoney Master	34	43	42	50	56	61	45	29	20	18	16	17	431
SB jr golf	400	400	400	400	400	400	400	400	400	400	400	400	4,800
PGA staff	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Andy Scott School	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Total golf course	131,041	330,248	427,147	643,993	565,321	650,784	443,819	121,219	79,058	65,772	60,049	60,542	3,578,993
Pro Shop													
Bags & accessories	4,376	1,309	1,283	1,309	1,321	321	1,002	317	198	176	159	134	11,905
Balls	5,479	6,607	5,991	6,607	5,350	5,506	6,996	2,454	1,536	1,360	1,235	1,036	50,157
Clubs	535	30	-	110	506	2,200	900	237	149	132	120	100	5,019
Gloves	971	1,090	1,163	1,090	1,596	1,308	1,584	633	396	351	319	267	10,768
Headwear	2,000	1,486	1,460	1,485	1,855	2,261	1,679	871	545	483	438	368	14,931
Ladies wear	778	703	463	703	1,687	2,006	990	792	496	439	399	334	9,790
Mens wear	3,331	1,977	1,689	1,976	3,205	2,817	3,675	1,504	941	834	757	635	23,341
Shoes	1,317	2,598	614	2,598	1,012	939	1,237	475	297	263	239	201	11,790
Total pro shop	18,787	15,800	12,663	15,878	16,532	17,358	18,063	7,283	4,558	4,038	3,666	3,075	137,701
Total revenues	149,828	346,048	439,810	659,871	581,853	668,142	461,882	128,502	83,616	69,810	63,715	63,617	3,716,694
Cost of goods sold													
Pro shop													
Bags & accessories	2,499	601	384	465	520	132	554	244	152	136	122	103	5,912
Balls	3,584	5,115	2,438	2,949	3,294	3,387	4,505	1,546	968	857	778	653	30,074
Clubs	346	26	393	476	531	1,700	651	249	156	139	126	105	4,898
Gloves	495	611	589	713	796	687	793	373	234	207	188	158	5,844
Headwear	1,320	913	783	947	1,057	1,199	891	496	311	275	250	210	8,652
Ladies wear	467	624	948	1,148	1,282	2,041	1,118	602	377	334	303	254	9,498
Mens wear	2,174	1,282	1,660	2,008	2,244	2,496	2,826	1,053	659	584	530	445	17,961
Shoes	961	1,567	637	770	860	986	998	404	252	224	203	171	8,033
Discounts earned	(167)	(167)	(167)	(167)	(167)	(167)	(167)	(167)	(167)	(167)	(167)	(167)	(2,004)
Total cost of goods sold	11,679	10,572	7,665	9,309	10,417	12,461	12,169	4,800	2,942	2,589	2,333	1,932	88,868
Gross earnings	138,149	335,476	432,145	650,562	571,436	655,681	449,713	123,702	80,674	67,221	61,382	61,685	3,627,826

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF (MONTHLY ESTIMATES)
FISCAL YEAR 2024**

	Proposed Budget Oct '23	Proposed Budget Nov '23	Proposed Budget Dec '23	Proposed Budget Jan '24	Proposed Budget Feb '24	Proposed Budget Mar '24	Proposed Budget Apr '24	Proposed Budget May '24	Proposed Budget Jun '24	Proposed Budget Jul '24	Proposed Budget Aug '24	Proposed Budget Sep '24	Proposed Budget FY 2024
EXPENSES													
Pro shop													
Advertising	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200
Alarm	77	77	77	2,000	77	77	2,000	77	77	2,000	77	77	6,693
Association dues	-	-	500	-	-	-	-	1,800	-	-	-	-	2,300
Credit card charges	6,638	14,537	18,076	27,186	23,660	26,915	18,560	5,230	3,388	3,058	2,761	2,745	152,754
Cart lease	13,153	13,153	13,153	13,153	13,153	13,153	13,153	13,153	13,153	13,153	13,153	13,153	157,836
Cart maintenance	250	250	250	500	500	500	500	250	250	250	250	250	4,000
Commission	559	731	615	986	843	1,045	713	403	312	312	236	209	6,964
Electric cart barn	1,016	1,183	1,037	1,436	1,336	1,517	1,098	921	889	877	877	1,014	13,201
Equipment repair/maintenance	95	71	95	71	95	71	95	71	95	71	95	71	996
Handicap system/GHIN	55	68	67	81	333	97	72	2,816	31	29	26	27	3,702
Internet access	132	132	132	132	132	132	132	132	132	132	132	132	1,584
License/permits	-	-	-	476	-	-	-	-	-	-	-	-	476
Office supplies	95	95	95	476	95	95	95	-	48	48	48	48	1,238
Payroll	42,708	37,781	53,381	37,781	37,781	47,226	37,781	51,581	41,268	36,341	45,426	36,341	505,396
Payroll taxes & fees	6,876	6,083	8,594	6,083	6,083	7,603	6,083	8,305	6,644	5,851	7,314	5,851	81,370
Pay related group insurance	4,271	3,778	5,338	3,778	3,778	4,723	3,778	5,158	4,127	3,634	4,543	3,634	50,540
Pay related 401k match	464	464	580	464	464	580	464	580	464	464	580	464	6,032
Printing	-	-	95	-	-	-	-	-	-	95	-	95	285
Range	-	-	4,000	-	-	-	-	2,000	-	-	-	-	6,000
Repairs & maintenance	48	71	48	71	48	71	95	71	95	71	95	71	855
Scorecards/pencils	2,500	-	-	1,000	500	-	2,500	-	-	-	2,500	-	9,000
Storage unit	81	81	81	81	81	81	81	81	81	81	81	81	972
Supplies	1,000	-	-	-	-	-	-	-	1,000	-	-	-	2,000
Telephone	208	208	208	208	208	208	208	208	208	208	208	212	2,500
Towels	432	432	432	432	432	432	432	432	432	432	432	432	5,184
Trash removal	600	600	600	600	600	600	600	600	600	600	600	600	7,200
Uniforms	2,000	-	-	2,000	-	-	-	-	-	1,000	-	-	5,000
Water & sewer	62	62	62	62	62	62	62	62	62	62	62	62	744
Website	55	55	55	55	55	55	4,500	500	55	55	55	55	5,550
Total pro shop	84,475	81,012	108,671	100,212	91,416	106,343	94,102	95,531	74,511	69,924	80,651	66,724	1,053,572

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF (MONTHLY ESTIMATES)
FISCAL YEAR 2024**

	Proposed Budget Oct '23	Proposed Budget Nov '23	Proposed Budget Dec '23	Proposed Budget Jan '24	Proposed Budget Feb '24	Proposed Budget Mar '24	Proposed Budget Apr '24	Proposed Budget May '24	Proposed Budget Jun '24	Proposed Budget Jul '24	Proposed Budget Aug '24	Proposed Budget Sep '24	Proposed Budget FY 2024
Golf course													
Alarm	-	-	65	-	-	65	-	-	65	-	-	65	260
Annuals	2,500	-	-	-	-	-	-	-	-	-	-	-	2,500
Association dues & seminars	1,040	1,556	1,111	120	601	72	96	361	481	562	-	1,000	7,000
Building maintenance	10,000	-	-	-	-	-	-	-	-	-	-	-	10,000
Chemicals	30,849	7,257	5,154	5,639	5,890	22,807	5,807	7,575	5,472	5,807	5,807	5,119	113,183
Contract labor	350	3,820	1,150	1,772	350	1,150	350	2,000	3,150	3,700	350	1,150	19,292
Cart path fill	1,500	-	-	-	-	-	1,500	-	-	-	-	-	3,000
Electricity maintenance bldg	450	450	450	450	450	450	450	450	450	450	450	450	5,400
Equipment Lease - GE Capital Toro Equip (160	160	160	160	160	160	160	160	160	160	160	160	1,920
Equipment Lease- TCF Toro Lease ?	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	129,600
Equipment Lease-TCF Toro Lease 114	3,550	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	39,850
Equipment rental	3,000	-	-	-	-	-	-	-	-	-	-	-	3,000
Equipment repair	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	54,000
Fertilizer	4,165	4,388	26,202	4,385	4,385	25,393	3,294	3,435	26,105	3,029	7,423	25,056	137,260
Fuels/lubricants \$4.00 avg/gal	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Fuel sales*	(96)	(48)	(96)	(48)	(96)	(48)	(96)	(48)	(96)	(48)	(96)	(48)	(864)
Golf service	3,461	11,000	3,000	1,836	1,836	836	836	1,346	836	836	836	1,250	27,909
Irrigation water	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	5,000	5,000	5,000	7,000	78,000
Irrigation repairs	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
License/permits	-	-	-	-	240	-	-	-	48	240	-	-	528
Mulch/pinestraw	-	15,000	-	-	-	-	-	-	-	-	-	-	15,000
Office supplies	644	600	1,700	192	96	96	192	96	96	96	96	96	4,000
Payroll	58,134	50,553	60,634	56,108	51,053	56,108	56,108	53,580	56,108	59,134	53,580	55,668	666,768
Payroll taxes & fees	9,360	8,139	9,762	9,033	8,220	9,033	9,033	8,626	9,033	9,521	8,626	8,963	107,349
Pay related group insurance	5,813	5,055	6,063	5,610	5,105	5,610	5,610	5,358	5,610	5,913	5,358	5,566	66,671
Pay related 401k match	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Labor & benefits (Irrigation fund)*	(4,428)	(4,428)	(4,428)	(4,428)	(4,428)	(4,428)	(4,428)	(4,428)	(4,428)	(4,428)	(4,428)	(4,428)	(53,136)
Labor & benefits (Common area maint.)*	(2,131)	(2,131)	(2,131)	(2,131)	(2,131)	(2,131)	(2,131)	(2,131)	(2,131)	(2,131)	(2,131)	(2,131)	(25,572)
Ball field maintenance*	(1,750)	(1,750)	(1,750)	(1,750)	(1,750)	(1,750)	1,750	(1,750)	(1,750)	(1,750)	(1,750)	-	(15,750)
BMP/Safety (EPA req.)	700	700	700	700	700	700	700	700	700	700	700	700	8,400
Small tools	4,000	-	-	-	-	-	-	-	-	-	-	-	4,000
Sod	3,000	-	-	-	-	-	-	7,000	-	-	-	-	10,000
Supplies	750	750	750	750	750	750	750	750	750	750	750	750	9,000

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF (MONTHLY ESTIMATES)
FISCAL YEAR 2024**

	Proposed Budget Oct '23	Proposed Budget Nov '23	Proposed Budget Dec '23	Proposed Budget Jan '24	Proposed Budget Feb '24	Proposed Budget Mar '24	Proposed Budget Apr '24	Proposed Budget May '24	Proposed Budget Jun '24	Proposed Budget Jul '24	Proposed Budget Aug '24	Proposed Budget Sep '24	Proposed Budget FY 2024
Golf course (continued)													
Telephone	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Top dressing	1,962	1,558	1,962	1,558	1,962	1,558	1,962	1,558	1,654	1,654	1,654	962	20,004
Trash removal	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	16,200
Trees & shrubs	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Tree trimming	16,000	-	-	-	-	-	-	-	-	-	-	-	16,000
Tree removal	3,000	-	-	-	-	-	-	-	-	-	-	-	3,000
Uniforms	1,519	1,231	625	625	625	625	625	625	625	625	625	625	9,000
Wash rack maintenance	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Water & sewer	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Total golf course	189,702	139,360	146,583	116,081	109,518	152,556	118,068	120,763	136,438	118,320	111,510	136,473	1,595,372

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET - GOLF (MONTHLY ESTIMATES)
FISCAL YEAR 2024**

	Proposed Budget Oct '23	Proposed Budget Nov '23	Proposed Budget Dec '23	Proposed Budget Jan '24	Proposed Budget Feb '24	Proposed Budget Mar '24	Proposed Budget Apr '24	Proposed Budget May '24	Proposed Budget Jun '24	Proposed Budget Jul '24	Proposed Budget Aug '24	Proposed Budget Sep '24	Proposed Budget FY 2024
Total golf course & pro shop expenses	274,177	220,372	255,254	216,293	200,934	258,899	212,170	216,294	210,949	188,244	192,161	203,197	2,648,944
Net golf course & pro shop earnings	(136,028)	115,104	176,891	434,269	370,502	396,782	237,543	(92,592)	(130,275)	(121,023)	(130,779)	(141,512)	978,882
Total revenues	167,228	362,918	455,874	677,971	600,883	686,742	476,514	139,386	89,562	76,474	69,037	\$ 68,627	3,871,216
Total cost of goods sold	14,861	14,509	11,914	14,657	16,190	18,636	17,119	6,840	5,119	4,722	4,036	3,536	132,139
Total expenses	355,510	267,767	304,529	255,383	240,152	300,819	249,996	257,149	248,775	235,660	240,457	250,114	3,206,311
NONOPERATING REVENUES/(EXPENSES)													
Interest (Series 2014: actual and accrued)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(5,454)	(5,454)	(5,454)	(5,454)	(5,454)	(70,348)
Total other financing sources/(uses)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(6,154)	(5,454)	(5,454)	(5,454)	(5,454)	(5,454)	(70,348)
Change in assets	(209,297)	74,488	133,277	401,777	338,387	361,133	203,245	(130,057)	(169,786)	(169,362)	(180,910)	(190,477)	462,418
Total net assets - beginning	4,345,987	4,136,690	4,211,178	4,344,455	4,746,232	5,084,619	5,445,752	5,648,997	5,518,940	5,349,154	5,179,792	4,998,882	4,345,987
Total net assets - ending	\$ 4,136,690	\$ 4,211,178	\$ 4,344,455	\$ 4,746,232	\$ 5,084,619	\$ 5,445,752	\$ 5,648,997	\$ 5,518,940	\$ 5,349,154	\$ 5,179,792	\$ 4,998,882	\$ 4,808,405	\$ 4,808,405

*These items were reflected as revenues in prior years; however, they are now presented as contra expenses.

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT
GOLF FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2023**

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
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**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2023**

	Major Funds							Total Governmental Funds
	General	Special Revenue Fund	Debt Service Series 2014	Debt Service Series 2022-1	Debt Service Series 2022-2	Capital Projects Series 2022-1	Capital Projects Series 2022-2	
ASSETS								
Cash/investments								
SunTrust	\$ 319,180	\$ 249,204	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 568,384
Finemark - MMA	49,342	-	-	-	-	-	-	49,342
Revenue	-	-	-	64,206	157,503	-	-	221,709
Reserve	-	-	-	127,682	271,734	-	-	399,416
Construction	-	-	-	-	-	3,759,392	514,853	4,274,245
Undeposited funds	1	-	-	-	-	-	-	1
Due from other funds								
General fund	-	-	1,834	2,318	3,243	-	-	7,395
Capital projects fund series 2022	439,154	-	-	-	-	-	-	439,154
Irrigation fund	182,477	-	-	-	-	-	-	182,477
Due from enterprise fund (golf course)	-	2,934	-	-	-	-	-	2,934
Total assets	<u>\$ 990,154</u>	<u>\$ 252,138</u>	<u>\$ 1,834</u>	<u>\$ 194,206</u>	<u>\$ 432,480</u>	<u>\$ 3,759,392</u>	<u>\$ 514,853</u>	<u>\$ 6,145,057</u>
LIABILITIES & FUND BALANCES								
Liabilities:								
Accounts payable	\$ 4,373	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,373
Sales tax payable	-	1,267	-	-	-	-	-	1,267
Due to other funds								
General fund	-	-	-	-	-	-	439,154	439,154
Debt service series 2014	1,834	-	-	-	-	-	-	1,834
Debt service series 2022-1	2,318	-	-	-	-	-	-	2,318
Debt service series 2022-2	3,243	-	-	-	-	-	-	3,243
Enterprise fund: golf course	372,644	-	-	-	-	-	-	372,644
Total liabilities	<u>384,412</u>	<u>1,267</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>439,154</u>	<u>824,833</u>
Fund balances:								
Restricted:								
Debt service	-	-	1,834	194,206	432,480	-	-	628,520
Capital projects	-	-	-	-	-	3,759,392	75,699	3,835,091
Assigned:								
Assigned - catastrophe response	300,000	-	-	-	-	-	-	300,000
Assigned - working capital	304,550	-	-	-	-	-	-	304,550
Assigned - CAM reserves	-	15,601	-	-	-	-	-	15,601
Assigned - Common area maint	-	81,325	-	-	-	-	-	81,325
Unassigned	1,192	153,945	-	-	-	-	-	155,137
Total fund balances	<u>605,742</u>	<u>250,871</u>	<u>1,834</u>	<u>194,206</u>	<u>432,480</u>	<u>3,759,392</u>	<u>75,699</u>	<u>5,320,224</u>
Total liabilities and fund balances	<u>\$ 990,154</u>	<u>\$ 252,138</u>	<u>\$ 1,834</u>	<u>\$ 194,206</u>	<u>\$ 432,480</u>	<u>\$ 3,759,392</u>	<u>\$ 514,853</u>	<u>\$ 6,145,057</u>

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GENERAL FUND
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 1,035	\$ 361,579	\$362,731	100%
Interest and miscellaneous (incl. FEMA)	-	169	1,000	17%
Total revenues	<u>1,035</u>	<u>361,748</u>	<u>363,731</u>	99%
EXPENDITURES				
Administrative				
Supervisors	-	11,202	12,918	87%
Management	4,094	36,842	49,123	75%
Accounting	416	3,743	4,991	75%
Assessment roll preparation	1,122	10,096	13,461	75%
Arbitrage rebate calculation	-	-	2,000	0%
Dissemination agent	83	750	1,000	75%
Trustee fees - series 2014 resident	-	2,963	2,800	106%
Audit	4,373	4,373	4,330	101%
Legal	11,394	27,480	6,000	458%
Engineering	-	3,599	2,500	144%
Postage	114	908	3,000	30%
Insurance	-	4,385	4,500	97%
Printing and binding	142	1,275	1,700	75%
Legal advertising	-	609	2,000	30%
Contingencies	64	1,240	1,000	124%
Annual district filing fee	-	175	175	100%
Total administrative	<u>21,802</u>	<u>109,640</u>	<u>111,498</u>	98%
Landscape Maintenance				
Other contractual				
Common ground oversight	615	28,865	-	N/A
Personnel services	21,321	153,874	244,350	63%
Capital outlay-mowers/carts	-	-	15,000	0%
Utility carts	-	-	6,780	0%
Blowers/edgers/trimmers etc.	-	3,150	2,200	143%
Chemicals	-	75	7,500	1%
Fertilizers	-	3,805	14,500	26%
Annuals	-	3,375	8,000	42%
Fuel	-	8,400	9,000	93%
Irrigation parts	647	9,464	6,000	158%
Parts and maintenance	-	1,138	8,000	14%
Horticultural debris and trash disposal	-	2,646	6,000	44%
Uniforms	-	1,990	3,500	57%
Continuing educations/BMP certi	-	23	1,500	2%
Golf maintenance - ball fields	1,500	13,500	20,000	68%
Golf maintenance management	2,084	18,756	25,008	75%
Tree trimming	14,750	29,750	28,000	106%
Mulch	920	40,274	37,000	109%
Plant replacement	668	2,731	-	N/A
Equipment lease - TCF113	449	4,346	7,000	N/A
Hurricane clean-up	199,629	199,629	-	N/A
Total landscape maintenance	<u>242,583</u>	<u>525,791</u>	<u>449,338</u>	117%
Other fees and charges				
Tax collector	-	1,625	1,737	94%
Property appraiser	-	1,121	1,158	97%
Total other fees and charges	<u>-</u>	<u>2,746</u>	<u>2,895</u>	95%
Total expenditures	<u>264,385</u>	<u>638,177</u>	<u>563,731</u>	113%
Excess/(deficiency) of revenues over/(under) expenditures	(263,350)	(276,429)	(200,000)	
OTHER FINANCING SOURCES (USES)				
Transfers in	1	1,192	-	N/A
Transfers out	-	-	(200,000)	0%
Total other financing sources & uses	<u>1</u>	<u>1,192</u>	<u>(200,000)</u>	-1%
Net change in fund balance	(263,349)	(275,237)	(400,000)	
Fund balance - beginning	869,091	880,979	865,927	
Fund balance - ending				
Assigned:				
Assigned - catastrophe response	300,000	300,000	300,000	
Assigned - working capital	305,741	304,550	165,927	
Fund balance - ending	<u>\$ 605,742</u>	<u>\$ 605,742</u>	<u>\$465,927</u>	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - SPECIAL REVENUE FUND
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date
OPERATING REVENUES		
Commercial rental	\$ 5,009	\$ 230,522
Cam reserves	323	12,545
Common area maintenance	2,867	65,634
Total revenues	8,199	308,701
OPERATING EXPENSES		
Professional fees		
Collection fees & discounts	\$ -	\$ 16,727
Office supplies	-	219
Miscellaneous	-	145
Total professional fees	-	17,091
O&M		
Property management	1,400	14,222
Electricity	40	309
Repairs & maintenance	375	55,754
Irrigation	-	351
Building maintenance	6,120	10,354
Hurricane clean-up	-	1,190
Uncoded expense	1,157	12,122
Total O&M	9,092	94,302
Total operating expenses	9,092	111,393
Operating gain/(loss)	(893)	197,308
Total net position - beginning	251,764	53,563
Total net position - ending	\$ 250,871	\$ 250,871

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 562	\$ 195,354	\$ 196,863	99%
Interest	1	3,535	-	N/A
Total revenues	<u>563</u>	<u>198,889</u>	<u>196,863</u>	101%
EXPENDITURES				
Debt Service				
Principal	-	325,000	325,000	100%
Interest	-	22,750	22,750	100%
Total debt service	<u>-</u>	<u>347,750</u>	<u>347,750</u>	100%
Excess (deficiency) of revenues over (under) expenditures	563	(148,861)	(150,887)	
OTHER SOURCES (USES)				
Transfers out	(1)	(1,192)	-	
Total other sources/(uses)	<u>(1)</u>	<u>(1,192)</u>	<u>-</u>	
Net change in fund balance	562	(150,053)	(150,887)	
Fund balance - beginning	1,272	151,887	150,887	
Fund balance - ending	<u>\$ 1,834</u>	<u>\$ 1,834</u>	<u>\$ -</u>	

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT
AMORTIZATION SCHEDULE
SERIES 2014 SPECIAL ASSESSMENT REVENUE BONDS**

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/22	-		11,375	11,375
05/01/23	325,000	7%	11,375	336,375
	<u>\$ 325,000</u>		<u>\$ 22,750</u>	<u>\$ 347,750</u>

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022-1
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 710	\$ 246,919	\$ 248,823	99%
Interest	749	4,390	-	N/A
Total revenues	<u>1,459</u>	<u>251,309</u>	<u>248,823</u>	0%
EXPENDITURES				
Debt Service				
Principal	\$ -	\$ 80,000	\$ 80,000	100%
Principal prepayment	-	-	200,000	0%
Interest	-	131,980	131,980	100%
Cost of issuance	-	15,376	-	N/A
Total expenditures	<u>-</u>	<u>227,356</u>	<u>411,980</u>	55%
Excess (deficiency) of revenues over (under) expenditures	1,459	23,953	(163,157)	
OTHER SOURCES (USES)				
Transfers in	-	-	200,000	0%
Transfers out	-	(12,664)	-	N/A
Total other sources/(uses)	<u>-</u>	<u>(12,664)</u>	<u>200,000</u>	-6%
Net change in fund balance	1,459	11,289	36,843	
Fund balance - beginning	192,747	182,917	172,643	
Fund balance - ending	<u>\$ 194,206</u>	<u>\$ 194,206</u>	<u>\$ 209,486</u>	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022-2
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 1,550	\$ 539,311	\$ 543,471	99%
Interest	1,676	9,377	-	N/A
Total revenues	<u>3,226</u>	<u>548,688</u>	<u>543,471</u>	101%
EXPENDITURES				
Debt Service				
Principal	\$ -	\$ 105,000	\$ 105,000	100%
Interest	-	331,278	331,278	100%
Cost of issuance	1,820	29,500	-	N/A
Total expenditures	<u>1,820</u>	<u>465,778</u>	<u>436,278</u>	107%
Excess (deficiency) of revenues over (under) expenditures	1,406	82,910	107,193	
OTHER SOURCES (USES)				
Transfers out	-	(24,387)	-	0%
Total other sources/(uses)	<u>-</u>	<u>(24,387)</u>	<u>-</u>	0%
Net change in fund balance	1,406	58,523	107,193	
Fund balance - beginning	431,074	373,957	384,588	
Fund balance - ending	<u>\$ 432,480</u>	<u>\$ 432,480</u>	<u>\$ 491,781</u>	

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022-1
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date
REVENUES		
Interest	\$ 15,604	\$ 108,411
Total revenues	15,604	108,411
EXPENDITURES		
Capital outlay	236,895	370,198
Total expenditures	236,895	370,198
Excess (deficiency) of revenues over (under) expenditures	(221,291)	(261,787)
OTHER SOURCES (USES)		
Transfers in	-	12,664
Total other sources/(uses)	-	12,664
Net change in fund balance	(221,291)	(249,123)
Fund balance - beginning	3,980,683	4,008,515
Fund balance - ending	\$ 3,759,392	\$ 3,759,392

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022-2
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date
REVENUES		
Interest	2,010	13,393
Total revenues	2,010	13,393
EXPENDITURES		
Total expenditures	-	-
Excess (deficiency) of revenues over (under) expenditures	2,010	13,393
OTHER SOURCES (USES)		
Transfers in	-	24,387
Total other sources/(uses)	-	24,387
Net change in fund balance	2,010	37,780
Fund balance - beginning	73,689	37,919
Fund balance - ending	\$ 75,699	\$ 75,699

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF NET POSITION
PROPRIETARY FUND - IRRIGATION
JUNE 30, 2023**

ASSETS	Balance
Current assets:	
Cash	\$ 38,702
Accounts receivable	83,010
Less allowance for doubtful accounts	(14,704)
Total current assets	107,008
Noncurrent assets:	
Capital assets	
Equipment - irrigation	77,069
Resident irrigation & wells	494,808
Pumphouse	371,990
Less accumulated depreciation	(616,365)
Total capital assets, net of accumulated depreciation	327,502
Total noncurrent assets	327,502
Total assets	434,510
LIABILITIES	
Current liabilities:	
Accounts payable	4,681
Customer deposits	11,972
Due to golf fund	21,475
Due to general fund	182,477
Total current liabilities	220,605
Noncurrent liabilities:	
Total noncurrent liabilities	-
Total liabilities	220,605
NET POSITION	
Net investment in capital assets	(121,557)
Unrestricted	335,462
Total net position	\$ 213,905

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND - IRRIGATION
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
OPERATING REVENUES				
Assessment levy	\$ 358	\$ 124,693	\$ 125,649	99%
Direct bill: golf course	4,967	44,710	59,613	75%
Irrigation revenue*	6,922	55,334	170,000	33%
Interest income	-	4	-	N/A
Total revenues	<u>12,247</u>	<u>224,741</u>	<u>355,262</u>	63%
OPERATING EXPENSES				
Professional fees				
Audit	4,681	4,681	4,635	101%
Accounting	728	6,556	8,742	75%
Utility billing	3,534	25,165	31,500	80%
Miscellaneous	124	1,391	2,500	56%
Total professional fees	<u>9,067</u>	<u>37,793</u>	<u>47,377</u>	80%
Irrigation services				
Service/permit monitoring contracts	450	2,475	3,000	83%
Line repairs/labor	2,802	31,123	55,000	57%
Insurance	-	-	14,784	0%
Effluent water supply	19,687	75,582	115,000	66%
Electricity	3,340	25,220	26,000	97%
Pumps & machinery	400	1,881	27,000	7%
Depreciation	3,384	30,452	40,603	75%
Personnel	1,771	15,941	27,000	59%
Total utility expenses	<u>31,834</u>	<u>182,674</u>	<u>308,387</u>	59%
Operating gain/(loss)	(28,654)	4,274	(502)	
NONOPERATING REVENUES/(EXPENSES)				
Interest, penalties & miscellaneous income	-	-	100	0%
Total nonoperating revenues (expenses)	<u>-</u>	<u>-</u>	<u>100</u>	0%
Change in net position	(28,654)	4,274	(402)	
Total net position - beginning	242,559	209,631	228,280	
Total net position - ending	<u>\$ 213,905</u>	<u>\$ 213,905</u>	<u>\$ 227,878</u>	

*These amounts are currently understated and will be revised when onsite staff provides updated information.

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
MINUTES OF MEETING
STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Stoneybrook Community Development District held a Regular Meeting on June 27, 2023 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
Phil Olive	Assistant Secretary
Philip Simonsen	Assistant Secretary
Adam Dalton (via telephone)	Assistant Secretary

Also present:

Chuck Adams	District Manager
Tony Pires	District Counsel
John Vuknic	Golf Superintendent
Jeff Nixon (via telephone)	Golf Pro
Lisa Paul	Property Manager
Tyler Heaton	Resident
Kathy Weir	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:02 a.m. Supervisors Huff, Simonsen and Olive were present, in person. Supervisors Brady and Dalton attended via telephone.

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

SECOND ORDER OF BUSINESS

Public Comments (5 Minutes)

Resident Kathie Weir voiced frustration with the irrigation meters. She submitted a \$360.25 payment to the CDD for landscape irrigation on June 7, 2023 and recently received irrigation bills of \$14.05 and \$6.66. She stated her meter is buried and asked how her meter is

42 being read. Ms. Huff confirmed the address and stated Mr. Vuknic would have the meter
43 inspected and the box photographed.

44

45 **THIRD ORDER OF BUSINESS**

Golf Course Staff Reports

46

47 **A. Golf Superintendent**

48 Mr. Vuknic reported the following:

- 49 ➤ Palm trees were recently trimmed.
- 50 ➤ New pentas will be planted near the front fountain next week.

51 Discussion ensued regarding a flower changeout, sidewalk re-design, future shrub
52 installation, using grass or rocks instead of flowers at the fountain, paving a muddy cart-path
53 and moving parking sign posts to a designated area.

54 Ms. Huff suggested continuing with flowers until October and transitioning to muhly
55 grass and rocks.

56 ➤ Carter Fence indicated that a survey is needed for the railing on the back patio and the
57 perimeter was recently inspected.

58 ➤ Several wells need permits and are out of use. Flow rates will be obtained and
59 submitted for golf course billing purposes.

60 ➤ The air conditioning in the shop/maintenance building must be replaced. The cost will
61 likely be \$4,000 to \$6,000.

62 ➤ The metal on the #4 bridge was replaced, which improved it a lot.

63 Mr. Vuknic stated he will submit his budget at the next meeting. He asked the Board to
64 recommend a pay increase percentage for the golf course staff.

65 Discussion ensued regarding inflation, increased golf revenue and employee benefits.

66 Ms. Huff recommended a 3% increase. A Board member voiced their opinion that the
67 edges of the lakes and several tee-boxes are eyesores and need to be maintained.

68 **B. Golf Pro**

69 Mr. Nixon reported the following:

70 ➤ Staffing: Both Tylers and the Pro Shop staff are doing a wonderful job in his absence.

71 ➤ June revenues will be at budget and May revenues were overbudget.

72 ➤ An email was previously sent to the Board regarding instituting a 20% rate increase,
73 which would cover all the CDD's golf expenses.

74 Mr. Nixon was asked to explain the difference between a league and a group, what
75 constitutes a group, group play frequency and to produce a report showing the total number of
76 leagues, number of individuals that normally play in groups and group play times.

77 Ms. Huff expressed her opinion that the league numbers should be limited to try
78 opening up more outside tee times and assure that the right amount of people frequent the
79 golf course and that the price should increase for both groups and leagues.

80 Discussion ensued regarding the requested 20% rate increase, maximizing revenue, rack
81 rate, time slots, opening quality time for a rack rate, weekend groups, establishing a minimum
82 number for groups, parking lot infractions, advertisements on the score board, purchasing a
83 clock for the golf course, adopting a tow-away policy and designating tow-away zones.

84 Mr. Pires will prepare a Towing Policy and present it at the next meeting.

85

86 **FOURTH ORDER OF BUSINESS**

**Update: Development Order, Zoning and
Permit Matters Relating to Commercial
Parcel in Northeast Portion of Community
[Corkscrew Pines]**

87

88

89

90

91 Mr. Pires provided the following update:

92 ➤ Mr. Cioffi and Mr. Quattrone were emailed regarding the status of the deal; an update
93 will be provided once a response is received.

94 ➤ The South Florida Water Management (SFWMD) permits for the storage facility remain
95 pending.

96

97 **FIFTH ORDER OF BUSINESS**

**Continued Discussion/Consideration of
Walkway Replacement on Stoneybrook
Drive**

98

99

100

101 About the email received about walkway issues, Mr. Adams stated the walkway is being
102 incorporated into the Project Manual, which is expected to be completed this week and
103 advertised for bidding purposes.

104

105 **SIXTH ORDER OF BUSINESS**

**Continued Discussion: Tree
Removal/Replacement Behind the Monge
Residence**

106

107

108

109 Ms. Huff stated this item was settled at the previous meeting.

110

111 SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of May 31, 2023

112

113

114 Asked about a "Common grounds oversight" line item, on Page 2, Mr. Adams will check
115 the general ledger and provide an answer at the next meeting.

116 Per Ms. Huff, Mr. Adams will include a discussion item on the July agenda regarding
117 making an additional payment for the golf course revenue bond.

118 Discussion ensued regarding the accounts receivable amount for the irrigation fund, the
119 April financials, hurricane cleanup and requisitions.

120

121 **On MOTION by Mr. Simonsen and seconded by Mr. Olive, with all in favor, the**
122 **Unaudited Financial Statements as of May 31, 2023, were accepted.**

123

124

125 Ms. Paul asked if the CDD wants the gutters to be the same color as the trim and the
126 downspouts to be the same color as the body. Ms. Huff replied affirmatively.

127 Ms. Paul reported the following:

128 ➤ Duffy's wants to install two lighting fixtures on the two poles facing the golf course and
129 the patio, at their expense.

130 ➤ The Stoneybrook sign at the entrance is not lit.

131 Ms. Huff stated the HOA is responsible for the entrance lighting.

132 ➤ Duffy's wants to install a storage shed behind the patio, near the electric room.

133

134 EIGHTH ORDER OF BUSINESS

Approval of May 23, 2023 Regular Meeting Minutes

135

136

137 The following change was made:

138 Line 77: Change "Wyndham" to "Windham"

139

140 **On MOTION by Mr. Simonsen and seconded by Mr. Olive, with all in favor, the**
141 **May 23, 2023 Regular Meeting Minutes, as amended, were approved.**

142

143

144 NINTH ORDER OF BUSINESS

Staff Reports

145

146 A. District Counsel: Tony Pires, Esquire

147 • **Presentation of Sunshine Law**

148 Mr. Pires stated the PowerPoint presentation will be made when all Supervisors are
149 present, in person. A draft Tree Encroachment Policy from Mr. Brady will be reviewed at the
150 next meeting.

151 **B. District Engineer: Johnson Engineering, Inc.**

152 There was no report.

153 **C. District Manager: Wrathell, Hunt and Associates, LLC**154 • **Discussion: Public Participation by Call-In or Virtual**

155 This item was discussed during the Tenth Order of Business.

156 • **NEXT MEETING DATE: July 25, 2023 at 9:00 AM**157 ○ **QUORUM CHECK**

158

159 **TENTH ORDER OF BUSINESS****Supervisors' Requests**

160

161 Mr. Brady asked about a dead tree on CDD property. Mr. Vuknic stated staff is working
162 on cutting down a dead maple tree at the end of one of the lakes.

163 The Board and Staff discussed whether to allow resident remote participation by Zoom,
164 conference call, YouTube, virtual waiting room, etc.

165 Ms. Huff suggested tabling this item.

166 Mr. Dalton asked if the Board will receive a report from the District Engineer about the
167 Duffy's parking light project. Mr. Adams stated it was done via a permit through a Limited
168 Development Order (LDO), which will likely require an on-site inspection by Village officials.

169 Mr. Olive thinks not widening the entrance to the parking lot, as discussed, was a missed
170 opportunity. He recalled the idea was to increase the flow in and out of the parking lot.

171 Discussion ensued regarding widening the parking lot.

172 Mr. Adams will include a parking lot expansion addendum to the Project Manual.

173 Mr. Simonsen asked about the jasmine growing in the cul-de-sacs.

174 The September meeting time would be changed from 9:00 a.m. to 6:00 p.m.

175

176 **ELEVENTH ORDER OF BUSINESS****Adjournment**

177

178

179 **On MOTION by Mr. Olive and seconded by Mr. Simonsen, with all in favor, the**
180 **meeting adjourned at 10:54 a.m.**

181
182
183
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186

Secretary/Assistant Secretary

Chair/Vice Chair

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

STONEBROOK COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>Stoneybrook Community Center, 11800 Stoneybrook Golf Boulevard, Estero, Florida 33928</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 25, 2022	Regular Meeting	9:00 AM
November 8, 2022*	Regular Meeting	9:00 AM
December 13, 2022*	Regular Meeting	9:00 AM
January 24, 2023	Regular Meeting	9:00 AM
February 28, 2023 <i>rescheduled to 6:00 PM</i>	Regular Meeting	9:00 AM
February 28, 2023	Regular Meeting	6:00 PM
March 28, 2023	Regular Meeting	9:00 AM
April 25, 2023	Regular Meeting	9:00 AM
May 23, 2023	Regular Meeting	6:00 PM
June 27, 2023	Regular Meeting	9:00 AM
July 25, 2023	Regular Meeting	9:00 AM
August 22, 2023	Public Hearing & Regular Meeting	6:00 PM
September 26, 2023 <i>rescheduled to 6:00 PM</i>	Regular Meeting	9:00 AM
September 26, 2023	Regular Meeting	6:00 PM

***Exceptions**

- 1. November meeting date is two weeks earlier to accommodate the Thanksgiving Holiday*
- 2. December meeting date is two weeks earlier to accommodate the Christmas Holiday*