



AGENDA

REGULAR MEETING



October 29, 2019



STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT

October 22, 2019

Board of Supervisors
Stoneybrook at Venice
Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Stoneybrook at Venice Community Development District will be held on **Tuesday October 29, 2019** at **12:00 P.M.** at the **Stoneybrook Activity Center, 2365 Estuary Drive, Venice, Florida 34292.**

1. Call to Order & Roll Call.
2. Consideration of proposals to provide District Manager Service.
 - a) DPFG Management & Consulting LLC Proposal
 - b) Governmental Management Services Proposal
3. Staff Report
 - I. Attorney
 - II. Manager
 - a. Financial Statements for the period ending September 30, 2019 (Unaudited)
4. Supervisor's Requests and Audience Comments
5. Adjournment

The second order of business is the consideration of proposals for District Manager Service.

The balance of the Agenda is standard in nature and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,
Stoneybrook at Venice
Community Development District


James P. Ward
District Manager

From: [Gary Compton](#)
To: [James Ward](#)
Subject: Letter to the CDD Board Members
Date: Tuesday, October 15, 2019 8:31:20 PM
Attachments: [image.png](#)

Hi Jim,

I believe you can send this to the other Board members, without operating outside of the Sunshine Law.

Dear Fellow CDD Board Members,

This Friday, October 18th we will be meeting to determine a company to be the CDD management company. All of you should have received (or very shortly will receive) a Board packet from Jim Ward. I ask that you take the time necessary to review the material you receive and think about which of the two companies you feel will be the better choice. You need to consider the experience, personnel backgrounds / education , cost of management services and the the other information provided.

This is a very **important and serious** decision. The company chosen will be our District Management for probably an extended period of time.

Remember the CDD is our Community Development District and is a Governmental body. WE, you four Board members and I are THE Board of Supervisors. The five of us are charged with making the decisions for the good of the District. The CDD Management Company takes care of advising us and carrying out our decisions, in conformance with State and County Statutes. WE decide what to do, the Management company tells us how to do it.

Should you have questions, please submit them to Jim Ward, as we cannot communicate directly outside of a Board meeting.



James P. Ward
JPWard & Associates, LLC
Chief Operating Officer

(954) 656-4900 Mobile
JimWard@JPWardAssociates.com

2900 Northeast 12th Terrace
Suite 1
Oakland Park, FL 33334

See you at 12:00 for the meeting.

Regards,

Gary Compton, Chairman

Responses to my Letter

Points to Clarify dated 10/07/2019

The main thrust of my letter was the interaction between the HOA and CDD regarding decisions, procedures and financing of remediation of our lakes. Both companies are committed to working very closely with the HOA. There are however a few points to restate with regards to our relationship.

The CDD is a Governmental Agency which **owns the lakes** and as such must adhere to the legal requirements of state Statutes. The five member board is the responsible body, NOT the District Manager, for making the decisions. Our five member board is made up of home owning residents and therefore has the interest of the community as their deciding factor. The CDD management company is hired to facilitate the taking up any required actions by SWFWMD and the State and the CDD Board to maintain our Lakes and Ponds, as well as being responsible to our Bond Holders who have funded out debt.

Most of the responses from GMS and DPFG are the very similar, or the same.

(Numbers are referencing my letter's points.)

1. Both the HOA and CDD Boards should agree on the lakes to remediate.
2. No Comment to the statement.
3. If an engineering project exceeds \$25,000 must, by law, be put out for bid.
 - a. Not necessarily every time. If multiple lake projects are bid at one time, they do not need to be re-bid for the work to commence on the additional lakes already bid as part of the multiple lakes.
 - b. The CDD funds should pay for the study. The HOA may pay if they wish.
4. The study will be ours (the community's) to use for bidding
 - a. RFPs will only be sent through the CDD Board. However, the HOA may also submit names of vendors to receive the RFPs.
 - b. CDD Board will always have the RFPs actually sent out.
 - c. The CDD Board and the HOA will determine the vendor for a project. The lowest cost vendor may not be the "Lowest Cost QUALIFIED Vendor". Also, unit pricing can be incorporated e.g. a specific amount per foot in a cost quotation.
 - d. Yes. If a project is over \$200,000.
5. No matter the cost, there are several avenues for funds.
 - a. We currently have between \$50,000 and \$60,000 according to both companies.
 - b. Increase assessments for the projects in future year on a lake by lake basis, not a large amount upon which to draw.
 - c. Various financing activities such as reoccurring annual loans.
6. Unless the HOA wishes to fund a project, the CDD would be named in any financing arrangements made.
7. Same as above, if the CDD funds a project it would be named on any contract.

(Both #6 and #7 are governed by law regarding Government Agencies)

8. No. This might appear as an attempt to bypass the public bidding process. The HOA however, could be the organization that needs to approve the work to be performed.
9. The engineering firm hired (with HOA approval) would have the oversight.
10. The timing issue would have to be coordinated through the engineering firm. The size of the project (lake) and the complexity of the work would have to be factored in.
11. After all lakes are in proper shape, a reserve should be established for future needs. One "real life" experience suggests about \$10 per year per member unit.

As far as the two Aqua-Terra lakes, The CDD should not have to pay for any remediation for lakes the CDD does not own.

The Sanctuary needs to have a legal interpretation. (I have contacted SWFWMD for their input regarding the Sanctuary's status and relationship to Stoneybrook at Venice and our CDD.)

Additionally, there is a recommendation that there be specific maintenance agreement between HOA and the CDD.

Points to Clarify 10/07/2019

Thank you for your proposal. As we reviewed in our initial meetings, our plans are to minimize the part our CDD plays in our community. We, of course, want to adhere to all Florida Statutes and Requirements. All financial, accounting and reporting must meet legal requirements as well, which we believe your organization will provide for us per your proposal.

What is somewhat unknown to me is how we accomplish our primary concern and vision for the CDD, in its working relationship with our HOA. We want to have the HOA to take as much of the lead and responsibility as possible for the proper maintenance of all the lakes deeded to the CDD. We envision the CDD as our financial arm.

With this objective in mind, would you please address the steps and additional administrative costs, if any, in repairing / restoring a lake? We are looking at continuous projects, not a massive one contract project. See below:

1. Can either the HOA Lake Committee or the CDD identify the lakes to remediate? **Either can identify lakes to remediate but the CDD Board of Supervisors will need to approve the HOA Lake Committee selections of which lakes to remediate in order to spend CDD funds to pay for the remediation. If CDD funds will pay for remediation, we would recommend once the lakes are identified to be remediated, either by the HOA Lake Committee or the CDD, the CDD publicly bid the contract(s) through the bidding process in accordance with the CDD's Rules of Procedure and Florida Statutes.**
2. Depending on the size of the lake, an engineering study is probably required. (We have a number of lakes with less 500 linear feet which may not need a study))
3. Can either the HOA or the CDD select an engineering company? **The CDD is governed by their Rules of Procedure and Florida Statutes regarding the selection of engineering firms for projects exceeding \$25,000. We would recommend the CDD select the engineering firm following the Rules of Procedure and Florida Statutes Consultants Competitive Negotiations Act.**
 - a. Must this study go out for bids every time another lake is studied? **No, when the CDD selects an engineering firm to prepare the lake remediation report, the CDD could have a comprehensive engineering study of all the lakes at one time or study lakes on an individual basis over an extended period of time. Once the study is completed, the HOA and/or CDD can determine which lakes should be remediated based on severity of the erosion and estimated cost.**
 - b. Does HOA or CDD pay for the study? **The CDD owns the lakes therefore GMS recommendation would be to have the CDD pay for the study however if the HOA wants to pay for the study we likely would have no objection.**
4. We will "own" the results of the study, so the specifications can be used for RFP's.
 - a. Can the either the HOA or CDD send out the RFPs? **The CDD is a governmental agency and subject to various public bidding requirements for maintenance and construction. GMS recommendation would be to have the CDD send out RFP's for the remediation work.**

- b. Can the CDD help with the development of first few bid packages? **Yes**
 - c. Can the either the HOA or the CDD determine the company to use? **The CDD needs to approve the company to complete the remediation of the Lakes but could use recommendations by the HOA Board of Supervisors as a guide in their final decision.**
 - d. Is there a dollar amount that governs the bidding procedure? **Yes**
5. What type of CDD financing would be appropriate for:
- a. A \$50,000 project? **After quick review of the CDD adopted budget for Fiscal Year 2020 and unaudited financial statements available on the CDD website, the CDD is projecting to have approximately \$79,000 at the end of the District's fiscal year ended 9-30-19. GMS always recommends retaining 2 to 3 months estimated annual operating expenses as your "first quarter operating capital" which we calculate to be approximately \$18,000. These funds are used to pay expenses for October, November and December each year prior to receiving assessments from the county tax collector. After first quarter operating capital this would leave approximately \$61,000 available to fund a \$50,000 project. If the \$50,000 project is every year the CDD will need to raise assessments and/or look to obtain some type of bank financing.**
 - b. A \$100,000 project? **Same analysis as above except the CDD doesn't have \$100,000 available to fund this project. CDD would need to raise assessments and/or look to obtain some type of bank financing.**
6. Would financing be in the name of the CDD or the HOA? **If the HOA is willing to fund and remediate CDD lakes, this could be approved by the CDD Board of Supervisors otherwise assume financing would be in the name of the CDD.**
7. Would contracts be in the name of the CDD or the HOA? **If the CDD is funding the project, the contracts should be publicly bid and in the name of the CDD.**
8. Can the CDD contract with the HOA to have the work performed? Then the HOA would submit the invoices to the CDD? **This is really a legal matter but GMS would not recommend this scenario because it would appear the CDD is by-passing the public bidding requirements for governmental agencies by contracting with the HOA to complete the remediation project.**
9. Would the HOA or the CDD have the oversight of a lake project from beginning to end? **CDD should have oversight by contracting with the engineering firm that prepared the remediation report to oversee the project as they have the expertise to ensure work is being completed in accordance with bid specifications.**

10. What would be the best time line to use in order to “heel-to-toe” into the next projects in order to keep addressing future projects annually for the following years?

The time line would be established in part by the lake remediation report, recommendations by the engineering firm who prepared the report, cost to complete each lake and amount of funds the Board of Supervisors is willing to spend each year.

11. We currently don't have a maintenance reserve built into our CDD budget.

a. How much should the CDD be earmarking for a reserve fund in the future?

Depends on the results of a lake remediation study which should include remediation cost and recommendations for future reserve requirements. Until this is completed it would be difficult to make a recommendation at this time.

Aside from the process above, there are two points which we previously discussed with you.

First, the area on the southeast corner of the map you have is named “The Sanctuary at Stoneybrook”. We have had two answers, Yes and No, to the question; “Is this enclave of 49 units with two lakes, within our CDD boundaries?” What do you think the cost to determine the answer to this question would be? We don't want to find out later that there is a problem.

Our initial review doesn't show this property within the CDD. See attached Official Statement for the Capital Improvement Revenue Refunding Bonds, Series 2017 for the CDD. Pages 139 through 169 of attached show all the individual property owners within the CDD at the time of issuance. If you know the address for the 49 units you should be able to determine if this subdivision is within the boundaries of the District. If you can't, send us the map and addresses and we can easily determine for no cost to the District.

Second, we explained our situation with regard to the two lakes # 34 and # 35 which are presently owned by Aqua-Terra, a Lennar subsidiary. We do not believe we should be responsible for any remediation on these two large lakes. We presently pay Aqua-Terra about \$15,000 per month for our irrigation water and pump maintenance. What cost do you think would be incurred to have this situation investigated and resolved as to responsibility for these lakes?

The CDD should not be obligated to remediate lakes it doesn't own unless there is an agreement between the CDD and Aqua-Terra or permit requirement from the Water Management District. This is more of a legal issue but if the permit obligates the CDD for remediation cost, the CDD may have the ability to assess the property owner for any cost incurred to bring the lakes into compliance with the CDD permit.

Lastly, aside from the points mentioned above, what additional costs, if any, could be expected based on our vision for CDD management? We don't want to have any big surprises, so if there is a possible cost for something we want to know up-front.

No big surprises on GMS annual cost. Our fixed annual fee is proposed at \$33,500 annually which includes website hosting and maintenance and is **NOT** based upon the number of meetings per year, therefore if the CDD meets every month or twice a month, the management fee is the same. The only additional cost would be for reimbursable cost such as printing, binding agenda

packages and postage which GMS would be willing to add a “not to exceed amount of \$100 per month”.

If you wish copies of the Sanctuary map and description; and / or the Aqua-Tera documents, we can send them. **Yes, will you send documents.**

Please let me know if you need anything else.

If there any comments or suggestions please advise me.

Regards,

Gary Compton

DISTRICT MANAGEMENT AGREEMENT
BETWEEN STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT
DISTRICT

AND

GOVERNMENTAL MANAGEMENT SERVICES- TAMPA, LLC

THIS AGREEMENT, made and entered into on this 18th day of October, 2019 by and between the Stoneybrook at Venice Community Development District, a local unit of a special purpose government established and existing pursuant to Chapter 190, Florida Statutes, hereinafter referred to as “**DISTRICT**”, and Governmental Management Services-Tampa, LLC, a Florida limited liability company hereinafter referred to as “**MANAGER**” whose address is 18842 North Dale Mabry Highway, Lutz, Florida 33548.

WITNESSETH:

WHEREAS, the **DISTRICT** desires to employ the services of the **MANAGER** for the purpose of providing non-exclusive management, accounting and administrative consulting services for the **DISTRICT**, as required to meet the needs of the **DISTRICT** during the contract period; and

WHEREAS, the **MANAGER** desires to assist the **DISTRICT** with such matters,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

COMPENSATION

1. The **DISTRICT** hereby engages the **MANAGER** for the services and fees described in Exhibit A, attached hereto and incorporated by reference herein.
2. The **DISTRICT** agrees to compensate the **MANAGER** in equal monthly installments and may be amended annually as evidenced by the budget adopted by the **DISTRICT**. The total and cumulative amount of this contract shall not exceed the amount of funds annually approved by the **DISTRICT** for the services described herein. In addition, the **DISTRICT** agrees to compensate **MANAGER** monthly for reimbursable expenses incurred during the performance of this contract, including, but not limited to, postage for vendor payments and correspondence, overnight mailing of agenda packages and photo

copying costs and other reasonable out-of-pocket expenses incurred by **MANAGER** on behalf of the District.

TERMINATION

3. Subject to the provisions for termination set forth below, the term of this Agreement shall begin on October 18, 2019. The Agreement may be terminated as follows:
 - a. Upon notice by the **DISTRICT** for “good cause”, which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by **MANAGER**, unless Paragraph “c” of this section applies.
 - b. Upon the dissolution or court-declared invalidity of the **DISTRICT**; or
 - c. By either party, for any reason, upon 60 days written notice to the other party. Should this Agreement be terminated, **MANAGER** will take all reasonable and necessary actions to transfer all the books and records of the **DISTRICT** in its possession in an orderly fashion to the **DISTRICT** or its designee within 30 days.

SERVICES

4. The **MANAGER** shall devote such time as is necessary to complete the duties and responsibilities assigned to the **MANAGER** under this Agreement.
5. The signature on this Agreement by the **MANAGER** shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
6. The **MANAGER** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The **MANAGER** further represents that no person having a conflict of interest shall be employed by **MANAGER** to perform any function under this Agreement.
7. The **MANAGER** shall promptly notify the **DISTRICT** in writing by certified mail of all such conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the **MANAGER’S** judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the **MANAGER** may undertake and request an opinion of the **DISTRICT** as to whether the association, interest or circumstance would, in the opinion of the **DISTRICT**, constitute a conflict of interest if entered into by the **MANAGER**. The **DISTRICT** agrees to notify the **MANAGER** of its opinion by certified mail

within thirty (30) days of receipt of notification by the **MANAGER** if, in the opinion of the **DISTRICT**, the prospective business association, interest or circumstance shall be deemed a conflict of interest with respect to services provided to the **DISTRICT** by the **MANAGER** under terms of this Agreement. This Agreement does not prohibit the **MANAGER** from performing services for any other special purpose taxing district, and such assignment shall not constitute a conflict of interest under this Agreement.

8. The **MANAGER** warrants that it has not employed or retained any company or person, other than bona fide employee or independent contractors working solely for the **MANAGER** to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, individual, or firm other than a bona fide employee or independent contractor working solely for the **MANAGER** any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
9. The **MANAGER** warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
10. The **MANAGER** hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
11. The **DISTRICT** acknowledges that the **MANAGER** is not an attorney and may not render legal advice or opinions. Although the **MANAGER** may participate in the accumulation of information necessary for use in documents required by the **DISTRICT** in order to finalize any particular matters, such information shall be verified by the **DISTRICT** as to its correctness; provided however, that the **DISTRICT** shall not be required to verify the correctness of any information originated by the **MANAGER** or the correctness of any information originated by the **MANAGER** which the **MANAGER** has used to formulate its opinions and advice given to the **DISTRICT**.
12. The **DISTRICT** acknowledges that the **MANAGER** does not represent the District as a Municipal Advisor or Security Broker, nor is **MANAGER** registered to provide such services as described in Section 15B of the Security and Exchange Act of 1934, as amended. Similarly, **MANAGER** does not provide the District with financial advisory services or offer investment advice.
13. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Hillsborough County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and

shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

14. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the **DISTRICT** shall be mailed to:

Stoneybrook at Venice Community Development District
Attn: _____, Chairman

With copies to:

District Counsel

Governmental Management Services-Tampa, LLC
Attn: Jason Greenwood
18842 North Dale Mabry Highway
Lutz, Florida 33548

15. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
16. No amendments and / or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each Fiscal Year of the **DISTRICT**, unless otherwise terminated by either party. The **DISTRICT** will consider manager fee adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed by the **MANAGER** during the next twelve (12) month period

17. The primary responsibility for the services to be performed for the **DISTRICT** under this Agreement shall be provided by the **MANAGER** (Governmental Management Services-Tampa, LLC), with offices located at 18842 North Dale Mabry Highway, Lutz, Florida 33548 . Any changes to the position of primary **MANAGER** shall be effected only on the approval of the **DISTRICT**.

IN WITNESS WHEREOF, the Board of Supervisors of the Stoneybrook at Venice Community Development District has made and executed this Contract on behalf of the **DISTRICT** and the **MANAGER** have each, respectively, by an authorized person or agent, hereunder set their hand and seal on the date and year first above

**BOARD OF SUPERVISORS STONEYBROOK
AT VENICE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Gary Compton Chairman

**GOVERNMENTAL MANAGEMENT
SERVICES-TAMPA, LLC**

By: _____
Darrin Mossing, President

EXHIBIT "A"

The following standard services are proposed under the management agreement between Governmental Management Services-Tampa, LLC ("Manager") and the Stoneybrook at Venice Community Development District ("District"). Manager will provide such necessary services (and any additional services required) to ensure the District operates in accordance with all applicable Statutes, Laws, Rules and Regulations governing operation of the District.

Management Services

- Attend, record, and conduct up to four (4) regularly scheduled Board of Supervisors Meetings including landowners meetings.
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes
- Ensure District is in compliance with administrative and financial reporting for Community Development Districts
- Correspond and communicate with Board of Supervisors and Staff to respond to the various needs of the District and Community
- Review and approve agenda's for circulation to the Board of Supervisors
- Review and approve annual budget, annual audit, monthly disbursements
- Review annual insurance policy to ensure District maintains proper insurance coverage

Administrative Services

- Transcribe regularly scheduled Board of Supervisors Meetings including landowners meetings.
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors Meeting.
- Ensure compliance with all administrative statutes affecting the District which includes but not limited to:
 - Transmit registered agent information to DCA and local governing authorities
 - File Ordinance/Rule creating District to DCA within 30 days after creation
 - Publish and circulate annual meeting notice
 - Report annually the number of registered voters in the District by June 1, of each year
 - Maintain "Record of Proceedings" for the District within the County the

Client _____ GMS _____

District is located which includes meeting minutes, agreements, resolutions and other required records

- Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District which include but are not limited to:
 - Organizational Meeting Notice
 - Annual Meeting Notice
 - Landowners Meeting within 90 days of creation
 - Public Hearing to adopt annual budget
 - Public Hearing to adopt assessments
 - Request For Proposal for engineering services
 - Public Hearing to adopt general and procedural rules
 - Public Hearing to adopt Chapter 197, Florida Statutes Resolution

Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances
- Accounts Payable and presentation to Board of Supervisors for approval or ratification
- Prepare annual budget for manager's review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within the requirements as per the Florida Statutes
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies
 - Prepare annual public depository report
 - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- Transmit Public Facilities Report to the appropriate agencies

Client _____ GMS _____

- Bind necessary insurance for the District which includes liability, property, workers compensation, etc.

Compensation

The above outlined services will be provided for an annual amount of **\$33,500** plus reimbursable expenses which includes, but is not limited to; postage, courier services, printing, copying and binding. Management fees will be billed at 1/12th of the annual amount per month. Subsequent years will be based on the annually adopted rate in the approved budget.

The following represent additional services provided by the Manager with their corresponding fees associated with those services.

Client _____

GMS _____

Draft

DISTRICT MANAGEMENT AGREEMENT

Based upon mutual consideration, the **Stoneybrook at Venice Community Development District** ("CDD" or "District") and DPFG Management & Consulting LLC ("DPFG") (Proposal dated 10/01/2019) agree effective October 18, 2019 as follows:

1. **Core District Management Services:** DPFG will provide Core District Management Services ("CDMS") at a fee of \$_____ per month to the CDD. The CDMS shall include:
 - a. Management Services – Manage the District pursuant to Chapter 190 and related provisions of Florida Statutes; advise the Board on substantive, procedural and regulatory issues relating to District matters; and assist the Board with budget development and implementation;
 - b. Government Accounting Services – Produce financial statements; set up accounting system; implement government investment policy; prepare government mandated financial reports; coordinate with auditors on annual independent audits; perform all other government required financial functions pertaining to District administration, including assessment levy and collection and related financial matters;
 - c. Records Administration – Prepare legal notices, agendas and meeting packets; prepare official minutes; organize, and archive official records; file appropriate records and reports with government agencies; process records requests and other communications.
2. **Field Services:** DPFG will be responsible for keeping track of various components of routine maintenance operations of CDD property to preserve and enhance public infrastructure at a fee of \$___ per month. These components typically include interaction with new homeowners on CDD rules and regulations, addressing resident concerns, turf care and mowing, landscape and pond maintenance, general security within the District, management of RFP/RFI's for ongoing maintenance/operation contracts after property turn-over, and maintaining relationship with concerned/interested residents as the case may be. DPFG will regularly report to the Board on existing conditions and deficiencies.
3. **Construction Project Services (Owner Rep Services):** Services related to overseeing certain parts of the District's construction projects from start to finish (for example construction planning, work structuring, pre-construction-services, procurement and contracting, etc.) will be provided as needed and billed upon mutual agreement under separate budget.
4. **Out of Pocket Expenses:** The CDD shall reimburse DPFG for all out-of-pocket expenses reasonably incurred by DPFG for services related to this agreement.

5. **Fee Review:** On an annual basis as part of the budget adoption process, the District may adjust compensation in accordance with increasing scope of work considerations for the CDMS, FS, ACS or other functions needed.
6. **Indemnification:** Each party hereto (“Indemnitor”) agrees to hold harmless, defend and indemnify the other party hereto and its officers, directors, agents, employees, subcontractors and consultants (“Indemnities”) from any and all claims, actions, causes of action, damages and liabilities to the extent arising out of the negligence or intentional misconduct of the Indemnitor or its officers, directors, agents, employees, subcontractors or consultants on the Project.
7. **Limits Of Liability:** DPFG’s liability for damages to the CDD shall not exceed, to the maximum extent permitted by law, the compensation received by DPFG in accordance with this Agreement. The limitations of liability and indemnities apply whether liability arises due to breach of contract or warranty; tort, including negligence, statutory liability, or any other cause of action. This limit shall apply to the officers and employees of DPFG as well as its subcontractors.
8. **Term:** This Agreement shall commence and be effective as of October 18th, 2019 and be binding upon your acceptance hereof and shall remain in effect until such time as the agreement has been terminated in accordance with Section 9 hereof.
9. **Termination:** Both the District and the Manager will have the right to terminate with or without cause any portion of or the entire Agreement upon 60 days written notice. Any notice required or permitted to be given under this Agreement shall be in writing and sent by first class mail or sent by expedited courier service to the addresses set forth below. Any notice shall be deemed given upon receipt.

To District:
 Stoneybrook At Venice CDD c/o DPFG
 Attn: District Manager
 15310 Amberly Drive, Suite 175
 Tampa, FL 33647

To DPFG:
 DPFG Management & Consulting LLC
 Attn: President
 250 International Parkway, Suite 280
 Lake Mary, FL 32746

Approved and Accepted By:

By: _____
 Maik Aagaard
 President

Stoneybrook at Venice
 By: _____
 Title: _____
 Date: _____

DPFG Management & Consulting LLC

Stoneybrook at Venice CDD

BOARD OF SUPERVISOR'S

**STONEBROOK AT VENICE
COMMUNITY DEVELOPMENT DISTRICT**

**FINANCIAL STATEMENTS
September 30, 2019**

James P. Ward
District Manager
2900 NE 12th Terrace, Suite I
Oakland Park, Florida 33334

Phone: 954-658-4900
E-mail:
JimWard@jpwardassociates.com



Stoneybrook At Venice Community Development District

**Balance Sheet - All Funds and Account Groups
as of September 30, 2019**

	Governmental Funds			Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Fund	Capital Projects Fund	General Long Term Debt	General Fixed Assets	
	Operations	Series 2017	Series 2017			
Assets						
Cash and Investments						
General Fund - Invested Cash	\$ 58,123	\$ -	\$ -	\$ -	\$ -	\$ 58,123
Debt Service Fund						
Revenue Account	-	134,182	-	-	-	134,182
Reserve Account	-	111,564	-	-	-	111,564
Sinking Fund Account	-	9	-	-	-	9
Interest Account	-	-	-	-	-	-
Prepayment Account	-	5,482	-	-	-	5,482
Due from Other Funds						
General Fund	-	-	-	-	-	-
Debt Service Fund	-	-	-	-	-	-
Market Valuation Adjustments	-	-	-	-	-	-
Accrued Interest Receivable	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	-
Amount to be Provided by Debt Service Funds	-	-	-	5,100,000	-	5,100,000
General Fixed Assets	-	-	-	-	10,646,712	10,646,712
Total Assets	\$ 58,123	\$ 251,237	\$ -	\$ 5,100,000	\$ 10,646,712	\$ 16,056,072

Stoneybrook At Venice Community Development District

**Balance Sheet - All Funds and Account Groups
as of September 30, 2019**

	Governmental Funds			Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Fund	Capital Projects Fund	General Long Term Debt	General Fixed Assets	
	Operations	Series 2017	Series 2017			
Liabilities						
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contracts Payable	-	-	-	-	-	-
Due to Other Funds						
General Fund	-	-	-	-	-	-
Debt Service Fund	-	-	-	-	-	-
Bonds Payable - Series 2017	-	-	-	5,100,000	-	5,100,000
Total Liabilities	\$ -	\$ -	\$ -	\$ 5,100,000	\$ -	\$ 5,100,000
Fund Equity and Other Credits						
Investment in General Fixed Assets	-	-	-	-	10,646,712	10,646,712
Fund Balance						
Restricted						
Beginning: October 1, 2018 (Unaudited)	-	243,733	-	-	-	243,733
Results from Current Operations	-	7,504	-	-	-	7,504
Unassigned						
Beginning: October 1, 2018 (Unaudited)	93,136	-	-	-	-	93,136
Results from Current Operations	(35,013)	-	-	-	-	(35,013)
Total Fund Equity and Other Credits	58,123	251,237	-	-	10,646,712	10,956,072
Total Liabilities, Fund Equity and Other Credits	\$ 58,123	\$ 251,237	\$ -	\$ 5,100,000	\$ 10,646,712	\$ 16,056,072

Stoneybrook at Venice Community Development District

General Fund

Statement of Revenue, Expenditures and Changes in Fund Balance
for the Period Ending September 30, 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Annual Budget	% of Budget
Revenue and Other Sources															
Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest															
Interest - General Checking	3	3	6	5	4	5	4	5	4	4	3	3	48	40	119%
Special Assessment Revenue															
Special Assessments - On-Roll	-	16,022	44,759	2,496	1,843	1,561	1,760	928	763	7	333	-	70,472	69,725	101%
Special Assessments - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 3	\$ 16,025	\$ 44,764	\$ 2,501	\$ 1,847	\$ 1,565	\$ 1,765	\$ 933	\$ 767	\$ 10	\$ 336	\$ 3	\$ 70,519	\$ 69,765	101%
Expenditures and Other Uses															
Legislative															
Board of Supervisor's Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Board of Supervisor's - FICA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Executive															
Executive Salaries	1,308	1,962	1,308	1,308	1,308	1,308	1,308	1,962	1,308	1,308	1,308	1,308	17,000	17,000	100%
Executive Salaries - FICA	100	150	100	100	100	100	100	150	100	100	100	100	1,301	1,100	118%
Executive Salaries - Insurance	333	333	333	333	333	333	333	333	333	333	333	333	3,994	3,500	114%
Financial and Administrative															
Audit Services	-	-	-	4,400	-	-	-	-	-	-	-	-	4,400	4,900	90%
Accounting Services	-	291	143	590	90	300	576	236	169	296	361	473	3,525	3,500	101%
Assessment Roll Preparation	-	-	-	10,000	-	-	-	-	-	-	-	-	10,000	10,000	100%
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	-	-	-	-	-	500	0%
Other Contractual Services															
Recording and Transcription	-	-	-	-	-	-	-	-	-	-	467	-	467	200	234%
Legal Advertising	-	-	-	-	-	-	-	-	100	-	-	1,340	1,440	1,200	120%
Trustee Services	-	-	-	-	-	-	-	-	2,795	-	-	-	2,795	2,795	100%
Dissemination Agent Services	-	-	-	-	-	-	1,000	-	-	100	-	-	1,100	5,000	22%
Property Appraiser Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Bank Services	26	27	27	28	27	26	27	27	27	29	29	62	362	300	121%
Travel and Per Diem	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A

Stoneybrook at Venice Community Development District

General Fund

Statement of Revenue, Expenditures and Changes in Fund Balance
for the Period Ending September 30, 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Annual Budget	% of Budget
Communications & Freight Services															
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Postage, Freight & Messenger	-	-	-	10	11	-	-	57	50	2,110	9	162	2,409	100	2409%
Rentals & Leases															
Miscellaneous Equipment Leasing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Computer Services	609	609	559	609	609	609	609	609	609	609	609	659	7,302	7,560	97%
Insurance	6,505	-	-	-	-	-	-	-	-	-	-	-	6,505	7,560	86%
Printing & Binding	-	-	-	-	18	-	-	111	-	108	1,064	-	1,301	475	274%
Office Supplies	-	-	-	-	-	-	164	-	-	1,200	210	(210)	1,364	-	N/A
Subscription & Memberships	175	-	-	-	-	-	-	-	-	-	-	-	175	175	100%
Legal Services															
Legal - General Counsel	-	424	-	-	-	-	-	-	513	602	3,585	24,169	29,292	3,200	915%
Other General Government Services															
Engineering Services - General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Engineering Services - Lake Bank	-	-	-	-	-	-	-	-	-	4,143	1,392	2,300	7,835	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	700	0%
Flood Control Storm Water Management															
Professional Services Engineer	-	-	-	-	-	-	-	-	-	2,965	-	-	2,965	-	N/A
Total Expenditures and Other Uses:	\$ 9,055	\$ 3,795	\$ 2,469	\$ 17,377	\$ 2,496	\$ 2,675	\$ 4,116	\$ 3,484	\$ 6,003	\$ 13,902	\$ 9,466	\$ 30,694	\$ 105,532	\$ 69,765	151%
Net Increase/ (Decrease) of Fund Balance	(9,052)	12,230	42,296	(14,876)	(649)	(1,109)	(2,351)	(2,551.07)	(5,236)	(13,892)	(9,130)	(30,692)	(35,013)		N/A
Fund Balance - Beginning	93,136	84,084	96,314	138,610	123,734	123,085	121,976	119,624	117,073	111,837	97,945	88,815	93,136	83,780	
Fund Balance - Ending	\$ 84,084	\$ 96,314	\$ 138,610	\$ 123,734	\$ 123,085	\$ 121,976	\$ 119,624	\$ 117,073	\$ 111,837	\$ 97,945	\$ 88,815	\$ 58,123	\$ 58,123	\$ 83,780	

Stoneybrook at Venice Community Development District

Debt Service Fund - Series 2017

Statement of Revenue, Expenditures and Changes in Fund Balance
for the Period Ending September 30, 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Budget	% of Budget
Revenue and Other Sources															
Fund Balance - Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income															
Revenue Account	33	34	11	39	94	85	96	83	26	29	26	22	577	-	N/A
Reserve Account	28	28	28	28	28	26	28	28	28	28	24	19	321	430	75%
Prepayment Account	0	0	0	1	2	2	2	2	2	2	2	1	14	-	N/A
Sinking Fund	-	-	-	-	-	-	-	9	-	-	-	-	9	-	N/A
Interest Account	-	-	-	-	-	-	-	4	-	-	-	-	4	-	N/A
Special Assessment Revenue															
Special Assessments - On-Roll	-	82,521	241,495	13,044	9,629	8,579	9,081	5,068	4,659	38	1,875	-	375,990	376,746	100%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayment	-	-	7,182	-	-	-	-	-	-	-	-	5,482	12,665	-	N/A
Inter-Fund Group Transfers In															
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds															
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 60	\$ 82,583	\$ 248,716	\$ 13,112	\$ 9,754	\$ 8,692	\$ 9,208	\$ 5,193	\$ 4,715	\$ 97	\$ 1,926	\$ 5,524	389,579	\$ 377,176	103%
Expenditures and Other Uses															
Debt Service															
Principal - Mandatory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,000	\$ -	\$ -	\$ (10,000)	\$ -	200,000	\$ 195,000	103%
Principal - Early Redemptions	-	-	-	-	-	-	-	-	-	-	10,000	-	10,000	15,000	67%
Interest Expense	-	86,038	-	-	-	-	-	86,038	-	-	-	-	172,075	167,176	103%
Operating Transfers Out															
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 86,038	\$ -	\$ 296,038	\$ -	\$ -	\$ -	\$ -	382,075	\$ 377,176	101%				
Net Increase/ (Decrease) of Fund Balance	60	(3,455)	248,716	13,112	9,754	8,692	9,208	(290,844)	4,715	97	1,926	5,524	7,504	N/A	
Fund Balance - Beginning	243,733	243,793	240,338	489,054	502,166	511,920	520,612	529,819	238,975	243,690	243,787	245,713	243,733	219,221	
Fund Balance - Ending	<u>\$ 243,793</u>	<u>\$ 240,338</u>	<u>\$ 489,054</u>	<u>\$ 502,166</u>	<u>\$ 511,920</u>	<u>\$ 520,612</u>	<u>\$ 529,819</u>	<u>\$ 238,975</u>	<u>\$ 243,690</u>	<u>\$ 243,787</u>	<u>\$ 245,713</u>	<u>\$ 251,237</u>	<u>251,237</u>	<u>\$ 219,221</u>	

Stoneybrook at Venice Community Development District

Capital Projects Fund - Series 2017

Statement of Revenue, Expenditures and Changes in Fund Balance
for the Period Ending September 30, 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Budget	% of Budget
Revenue and Other Sources															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income															
Deferred Cost Account	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Inter-Fund Group Transfers In	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ -	\$ -	N/A												
Expenditures and Other Uses															
Professional Services															
District Manager Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Accounting Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Other Contractual Services															
Trustee Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Underwriting Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Rating Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal Services															
Legal - General Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Inter-Fund Group Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	N/A												
Net Increase/ (Decrease) of Fund Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fund Balance - Beginning	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>												