



DEVELOPMENT PLANNING & FINANCING GROUP, INC.

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As e

***STONEYBROOK AT VENICE
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Tuesday
May 12, 2020
6:00 p.m.***

***Location:
Conducted Via Telephone Conference***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Stoneybrook at Venice Community Development District

Development Planning and Financing Group

250 International Parkway, Suite 280
Lake Mary FL 32746
321-263-0132 Ext. 4205

15310 Amberly Drive, Suite 175
Tampa, Florida 33647
813-374-9105

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 was scheduled for **Tuesday, May 12, 2020 at 6:00 p.m.** at Stoneybrook Community Center **2365 Estuary Drive, Venice, FL. 34292**

Due to current issues related to COVID-19, the Florida Governor released Executive Order 20-69, as extended by Executive Order 20-112, which allows governmental public meetings and required quorums to be completed via telephone virtual means. In respect of current social distancing recommendations, this meeting will be conducted via telephone in order to protect the health and safety of the public. Both members of the board and the public may join this meeting via Zoom as follows:

Call in phone number: 1 (929) 205-6099
Meeting ID: 827 2218 7447

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to talking with you.

Sincerely,

Ken Joines

Ken Joines
District Manager

Cc: Attorney
Engineer
District Records

District: **STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, May 12, 2020
Time: 6:00 PM
Location: Via Zoom Teleconference
Due to COVID 19
Per Gov Exec Order 20-69

Dial-in Number: 929-205-6099
Meeting ID: 827 2218 7447#

DRAFT Agenda

- I. Call to Order & Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual only on items on the agenda)*
- III. Consent Agenda**
 - A. Consideration of the Regular Meeting Minutes – Jan 14, 2020
 - B. Acceptance of the unaudited January - March 2020 unaudited financial statements
 - C. Ratification of the Feb 13 2020 Photo Summary Lake Review Report
 - D. Acceptance of Qualified Registered Electors letter – 1646 Registered voters
- IV. Business Matters**
 - A. Discussion and Approval of HOA Maintenance Agreement Exhibit 1
 - B. Discussion and Ratification of employing Ryan Reese of Moore, Bowman & Reese, P.A. as Eminent Domain counsel for River Road eminent domain case Exhibit 2
 - C. Discussion and Approval Authorizing District Engineer for Public Facilities Report
 - D. Discussion and Approval for a Reserve Study
 - E. Discussion and Approval for a Capital Improvement Plan by District Engineer
 - F. Discussion and Approval of 2020 Elections and Approval of Qualified Ad
 - G. Discussion and Approval of Proposed Budget for FY 2020-2021 Exhibit 3
 - H. Consideration of Resolution 2020-10, Approving Proposed Budget and Setting a Public Hearing for August 11, 2020. Exhibit 4
- V. Staff Reports**
 - A. District Manager – Aqua Terra permission to draw from Pond 28
 - B. District Attorney

C. District Engineer

VI. Supervisors Requests

VII. Audience Comments – *(limited to 3 minutes per individual)*

VIII. Adjournment

EXHIBIT 1.

Services Agreement
Stoneybrook at Venice Community Development District
And
Stoneybrook at Venice Community Association, Inc.

This Management Agreement ("Services Agreement" or "Agreement") is entered into on the _____ day of _____, 2020 by and between the Stoneybrook at Venice Community Development District, an independent special District established pursuant to Chapter 190, Florida Statutes ("CDD" or "District"), having its place of business at c/o DPGF, 15310 Amberly Drive, Suite 175, Tampa, FL 33647; and Stoneybrook at Venice Community Association, Inc., a Florida not-for-profit corporation, ("HOA"), having its place of business at 2365 Estuary Drive, Venice, FL 34292.

RECITALS

Stoneybrook at Venice Community Association, Inc. is a private not-for-profit corporation serving as an association of the homeowners within the Stoneybrook at Venice Community Development District; its purpose is to manage private common property with amenities.

The Stoneybrook at Venice Community Development District (the "CDD") is a special and single purpose local government, organized under Chapter 190, Florida Statutes. The CDD was created and chartered by Chapter 190, Florida Statutes, and established by ordinance on the property. The CDD provides public government systems, facilities, services, improvements, works and infrastructure within the jurisdiction of the Stoneybrook at Venice community ("CDD Facilities"). Specifically in Stoneybrook at Venice, the storm water management system is owned by the CDD. Note: Except, lakes numbered 34 and 35 which are owned by Aqua Terra.

The CDD agrees to work with the HOA to determine the best solutions for the pond maintenance and restoration. The CDD shall draw upon its staff as well as the knowledge, community relationship and experience of the HOA regarding the ponds. The HOA shall provide the maintenance of all CDD Facilities including the ponds, ensuring full compliance with all applicable statutes including the general law charter of the CDD, ordinances, CDD rules and administrative rules and regulations, applicable permit requirements and the requirements and responsibilities referenced herein.

Pond maintenance shall be divided into two parts. The first part is the Recurring Pond Maintenance functions in Exhibit A which must be performed on a routine basis as defined therein.

The second part is Capital Reconstruction or Maintenance (e.g. lake shore repair and control repair/replacement) that shall be defined and performed as specified in Exhibit B.

Services Agreement
Stoneybrook at Venice Community Development District
And
Stoneybrook at Venice Community Association, Inc.

Now, therefore, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, The CDD and the HOA agree as follows:

1. The recitals are incorporated herein by reference and made a material and dispositive part of this Agreement.
2. The HOA shall contract with the appropriate professionals and service providers to provide the maintenance of the CDD Facilities including the subject ponds ensuring full compliance with all applicable statutes including the general law charter of the CDD, ordinances, CDD rules and administrative rules and regulations, applicable permit requirements and the scope of services set forth expressly in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein, and which may be modified from time to time so long as agreed to in writing by both the HOA and the CDD.
3. The HOA shall procure appropriate replacement property insurance, general liability insurance, and such other coverage as may be necessary or desirable to carry out its duties under this Agreement regarding the CDD Facilities, for itself and require such coverage by its vendors and contractors naming the CDD as an additional named insured and loss payee on the policies at minimum levels of coverage of \$1,000,000.00 per person and \$2,000,000.00 per occurrence. A certificate of insurance shall be provided to the District annually. All such policies shall require notice to the CDD in the event the policy is cancelled or lapses.
4. The HOA shall perform regular on-site inspections of the CDD Facilities to determine their condition as well as perform the maintenance of such CDD Facilities as outlined in Exhibit "A" to this Agreement. Such inspections and maintenance shall be in compliance with all applicable federal, state, regional, local and CDD charter rules and regulations as well as requirements referenced herein.
5. The term of this Agreement shall be perpetual unless terminated by either party as provided for herein. The District may terminate the Agreement for any reason upon thirty (30) days written notice to the HOA. The HOA may terminate the Agreement on September 30th of each calendar year provided the HOA provides the District notice of termination no later than May 30th of each calendar year. If notice of termination is provided by the HOA after May 30th of each year, then the effective date of termination shall be September 30th of the following calendar year. Written notice shall be sent to the other parties at the address of such other parties as set forth in this Agreement or such other address provided in writing by the parties to which the notice is to be sent.

Services Agreement
Stoneybrook at Venice Community Development District
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6. It is the expressed intention and agreement of the parties that HOA is an independent contractor and is not an employee, agent, joint venture or partner of the CDD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the CDD and HOA or any employee or agent of the HOA.
7. Neither the CDD nor its District Management (“Manager”) shall be liable to HOA for any injury, loss or damage to person or property, unless caused solely by the gross negligence or willful misconduct of either the Manager or the CDD or unless arising out of a material breach by the CDD. HOA shall indemnify and hold harmless CDD for any injury, loss or damage to person or property caused by failure of the HOA to maintain the CDD Facilities within the standards established by this Agreement. Should HOA become aware of any claim for injury that could give rise to CDD of CDD's potential exposure to liability, HOA shall notify CDD immediately. Either the CDD or its Manager shall have the right to procure its own legal representation and in such case HOA shall reimburse CDD and Manager for all reasonable legal fees and costs incurred by CDD or Manager.
8. The HOA shall include in all contracts for work hereunder a requirement that the contractor and its subcontractors if any shall obtain and maintain the following insurance at a minimum, shall name the HOA and the CDD as additional insureds and shall provide proof of that insurance to the HOA:
 - a. General Liability Insurance with each occurrence limits of not less than One Million Dollars (\$1,000,000).
 - b. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident, not less than One Million Dollars (\$1,000,000) for each disease, and not less than One Million Dollars (\$1,000,000) aggregate.
 - c. Personal or Company Automobile Insurance with not less than one Million Dollars (\$1,000,000) combined single limit.
 - d. The CDD, its officers, supervisors, agents, employees and volunteers shall be named as additional insured for all coverages with the exception Worker's Compensation.
9. All expenses of the HOA hereunder, in accordance with Exhibits A and B, and Paragraph 4 (regarding inspections), shall be paid by the CDD to the HOA as provided in Exhibits A and B.

Services Agreement
Stoneybrook at Venice Community Development District
And
Stoneybrook at Venice Community Association, Inc.

10. This Agreement shall be governed under the laws of the State of Florida, including expressly the charter of the CDD in Chapter 190, Florida Statutes. If any party hereto is required to enforce its rights hereunder the successful party shall be entitled to recover from the other party costs incurred, including reasonable attorney's fees.
11. This Agreement shall be governed by the laws of the State of Florida and venue for any action shall be in the County in which the CDD is located.
12. A waiver by either party of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If any provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of this Agreement.
13. The parties agree that this Agreement may be amended only by the mutual consent of the parties which is expressed in writing and is signed by a duly authorized representative of each party.
14. Nothing in this Agreement shall be construed as providing any party to this Agreement with a cause of action or claim against the CDD and the Manager.
15. Nothing in this agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida legislature in Section 768.28, Fla. Stat., or other statute, and nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by the operation of law or under the Doctrine of Sovereign Immunity.
16. This replaces, supersedes and repeals all prior agreements between the HOA and the CDD on the subject of lake maintenance and related matters, including but not limited to that certain Services Agreement between the HOA and the CDD dated March 4, 2010.
17. This Agreement including the Exhibits hereto, which are fully incorporated herein by reference, embraces the entire Agreement between the parties. No oral Agreement or representation concerning this Agreement shall be binding.
18. The HOA understands and agrees that all documents of any kind provided to the CDD in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. Pursuant to applicable Florida law, the HOA's records associated with this Agreement may be subject to Florida's public records laws, Section 119.01, F.S., et seq., as amended from time to time. The HOA agrees to comply with Florida's public records law by keeping and maintaining public records required by the CDD in order to perform the Agreement work. Upon request from the CDD's Custodian of Public Records, the HOA shall provide the CDD with copies of or allow access to the

Services Agreement
Stoneybrook at Venice Community Development District
And
Stoneybrook at Venice Community Association, Inc.

requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The HOA shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the HOA does not transfer the records to the CDD. Upon completion of the Agreement, the HOA shall transfer, at no cost to the CDD, all public records in possession of the HOA or keep and maintain all public records required by the CDD to perform the Agreement. If the HOA transfers all public records to the CDD upon completion of the Agreement, the HOA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the HOA keeps and maintains public records upon completion of the Agreement, the HOA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CDD, upon request from the CDD's custodian of public records, in a format that is compatible with the information technology systems of the CDD.

IF THE HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, KEN JOINES, DPGF, 15310 AMBERLY DRIVE, SUITE 175, TAMPA, FL 33647, TEL. 813-374-9104, KEN.JOINES@DPFG.COM

19. Notices: U.S Mail Service or any other form of mail service such as Federal Express, UPS, hand delivery or electronic mail (e-mail)

Stoneybrook at Venice Community Development District
c/o DPGF
15310 Amberly Drive
Suite 175
Tampa, FL 33647
Attention: Ken Joines

With a copy to;
Andrew Cohen
Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
Attention: Andrew Cohen

Services Agreement
Stoneybrook at Venice Community Development District
And
Stoneybrook at Venice Community Association, Inc.

Stoneybrook at Venice Community Association, Inc.
Attention: Community Association Manager
2365 Estuary Drive
Venice, FL 34292

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

Stoneybrook at Venice Homeowners Association

ATTEST:

**Stoneybrook at Venice Community
Development District (CDD)**

Services Agreement
Stoneybrook at Venice Community Development District
And
Stoneybrook at Venice Community Association, Inc.

Exhibit A – Recurring Lake Maintenance

The HOA shall provide estimated costs based upon past experience, identified maintenance needs, and the current pond maintenance contracts. The CDD shall budget and pay for the costs of this routine maintenance in the upcoming year.

Following the end of each HOA budget year (December 31st) the HOA shall provide to the CDD (as provided in Paragraph 17 of this Agreement) a notice stating all expenses paid during the year in performing the services provided in this Exhibit A. The CDD shall then pay the HOA in full for those expenses. That payment shall be provided for the HOA's receipt not less than thirty (30) days after the sending of that notice by the HOA to the extent the funds are then available. To the extent they are not then available, due to delinquencies in the payment of CDD assessments or because the expenses exceeded the budget estimates or otherwise, the CDD shall diligently take all necessary and appropriate measures to obtain and remit to the HOA those remaining funds, by collecting on those delinquencies, adding the unpaid expenses to the CDD budget and assessments and by such other measures as agreed by the CDD and HOA.

The HOA shall use qualified, vetted vendors meeting the requirements of this Agreement to perform these listed activities and monitored by the HOA

Component/Activity	Frequency	Comments
Mow and inspect lake banks and swales	Monthly	Or, if required, more frequently
Repair lake banks and swales	Varies	As deemed necessary upon monthly inspection
Remove silt and debris from inlets, storm drains and storm pipes	Annually	Prior to April 1
Inspect outfall control structures	Varies	As deemed necessary upon annual inspection
Remove exotic and nuisance vegetation from lakes.	Varies	In accordance with SWFWMD, USACOE, and County environmental permit conditions

Services Agreement
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And
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Exhibit B – Capital Reconstruction Projects

A Capital Reconstruction Project shall be defined as any project requiring an engineered solution as properly approved and funded by the CDD Governing Board.

When a Capital Reconstruction Project is required, an engineering study of the area shall provide a plan for the following year.

For Capital Reconstruction Projects, the HOA (with the agreement of the District Engineer) shall engage a qualified engineering firm (which may be the District Engineer) to complete an engineering study and produce the bid specifications that shall accompany a request for proposal/bid. After the Project's plan and contractor are selected and the proposal is reviewed and approved by CDD District Engineer then the costs thereof shall be included in the next CDD budget year. The HOA shall then contract for the Project, on terms approved in advance by the CDD Engineer. Prior to the execution of any contract by the HOA, the CDD shall remit to the HOA the funds necessary for each such Project and associated costs, as agreed in writing between the HOA and the CDD, which funds the HOA shall then use solely for payment under the contracts for the Project and such associated costs. In the event any additional expense shall become necessary or appropriate for the Project, as agreed by the HOA and the CDD (due to unforeseen circumstances or otherwise), then the CDD shall remit funds sufficient for that expense to the HOA for its receipt prior to any commitment by the HOA for that expense, provided however that the HOA may undertake such an additional expense in its sole discretion upon a written agreement in that instance with the CDD which provides sufficient assurances and guarantees of payment thereof by the CDD to the HOA within such times and under such terms and conditions as the HOA deems acceptable.

The HOA with the District Engineer shall monitor the plan's implementation during its execution. Anything that requires an inspection, or engineering review, shall be done by the District Engineer or contracted by the HOA on an as needed basis, if the District Engineer is unavailable.

The HOA shall be the contact point for communications with the residents to manage complaints and apprise them of the remediation project's scope and schedule.

The HOA shall hold education meetings with residents to discuss the need for any plantings to control erosion and to obtain the Community's input on progress.

EXHIBIT 2.

EMPLOYMENT AGREEMENT

When executed by clients and attorneys below, this agreement shall govern the terms of representation in the condemnation proceedings involving the property located in Sarasota County, Florida.

Under Florida law, attorneys' fees for representation must be paid by the condemning authority. The Florida Statutes provide the method for determining the attorneys' fees to be awarded, even if the matter is resolved through pre-suit negotiations. Florida Statute 73.092(1) provides that the amount of the owner's attorneys' fees be calculated as the sum of 33% of the benefit created (increase) over the first written offer up to \$250,000; 25% of the next \$750,000 of increase; and 20% of any increase over \$1 million. This attorneys' fee is in addition to any compensation that the condemning authority agrees or is required to pay for the property acquired.

A component of the claims for compensation may involve business damages. While not constitutionally protected, the right to make a business damage claim is provided for by statute (Florida Statute 73.015). Because of the timing and differential treatment of business damages, attorneys' fees for a recovery of business damages shall be based on twenty-five percent (25%) of the total business recovery and will be offset by any attorneys' fees paid for by the condemning authority for the business damage claim. These fees are in addition to the Attorneys' fees awarded for the taking of the real estate.

As part of the representation, and if necessary, the attorneys will apply to the Court for reimbursement from the condemning authority of all costs and expenses incurred in the preparation of the claim in the condemnation proceedings.

Should work at the appellate level be necessary, an arrangement for costs and fees would be mutually agreed to at that time.

All negotiations shall be conducted by Moore Bowman & Reese, P.A., and no settlement shall be made without the owner's written consent.

STONEBROOK AT VENICE
COMMUNITY DEVELOPMENT
DISTRICT

Ken Joines, District Manager
District Management, DPF
15130 Amberly Drive, Suite 175
Tampa, FL 33647

RYAN C. REESE
Florida Bar No. 113383
Moore Bowman & Reese, P.A.
4100 W. Kennedy Blvd., Suite 221
Tampa, Florida 33609
Telephone: 813-318-9000
Facsimile: 877-203-5748
rreese@mbrfirm.com

Date: _____

Date: _____

EXHIBIT 3.

**STATEMENT 1
 STONEYBROOK AT VENICE CDD
 FY 2021 PROPOSED BUDGET GENERAL FUND (O&M)**

	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ADOPTED	FY 2020 OCT-MAR	FY 2020 TOTAL EST	FY 2021 PROPOSED	VARIANCE 2020-2021
I. REVENUE								
GENERAL FUND REVENUES /(a)	\$ 74,635	\$ 74,788	\$ 74,532	\$ 73,463	\$ 64,364	\$ 73,463	\$ 199,931	\$ 126,468
DISCOUNTS/TAX COLLECTOR FEES	\$ (4,070)	\$ (4,080)	\$ (4,060)	\$ (4,040)	\$ -	\$ (4,040)	\$ (10,996)	\$ (6,956)
INTEREST	49	45	48	40	103	150	-	\$ (40)
TOTAL REVENUE	70,614	70,753	70,520	69,463	64,467	69,573	188,935	119,472
II. EXPENDITURES								
GENERAL ADMINISTRATIVE								
MANAGEMENT CONSULTING SERVICES	22,188	22,408	22,295	22,068	8,097	20,597	25,000	2,932
ACCOUNTING SERVICES	14,504	4,796	13,715	8,500	-	730	-	(8,500)
ADMINISTRATIVE SERVICES	4,170	638	6,706	1,125	-	750	900	(225)
MISCELLANEOUS SERVICES - (BANK FEES, MAILING, ECT)	350	377	362	300	501	155	300	-
AUDITING SERVICES	4,400	4,600	4,400	4,500	4,500	4,500	4,600	100
INSURANCE	6,505	6,505	6,505	6,700	-	6,670	7,000	300
REGULATORY AND PERMIT FEES	175	175	175	175	175	175	175	-
LEGAL ADVERTISEMENTS	2,941	1,636	1,541	1,200	631	1,250	1,250	50
ENGINEERING SERVICES	1,200	-	7,835	-	2,040	5,000	10,000	10,000
LEGAL SERVICES	3,258	644	29,292	3,000	5,558	11,000	10,000	7,000
WEBSITE HOSTING	6,702	7,629	7,302	8,560	1,713	3,000	2,265	(6,295)
TOTAL GENERAL ADMINISTRATIVE	66,393	49,408	100,128	56,128	23,214	53,827	61,490	5,362
DEBT ADMINISTRATION:								
DISSEMINATION AGENT	3,600	10,000	1,100	5,000	4,000	4,100	4,000	(1,000)
TRUSTEE FEES	2,795	2,795	2,795	2,795	-	2,795	2,795	-
ARBITRAGE	500	1,000	-	500	-	650	650	150
TOTAL DEBT ADMINISTRATION	6,895	13,795	3,895	8,295	4,000	7,545	7,445	(850)

**STATEMENT 1
 STONEYBROOK AT VENICE CDD
 FY 2021 PROPOSED BUDGET GENERAL FUND (O&M)**

	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ADOPTED	FY 2020 OCT-MAR	FY 2020 TOTAL EST	FY 2021 PROPOSED	VARIANCE 2020-2021
PHYSICAL ENVIRONMENT EXPENDITURES								
POND MAINTENANCE FUNDS TO COMMUNITY ASSOCIATION	-	-	-	-	-	-	50,000	50,000
POND PLANTING	-	-	-	-	-	-	-	-
POND RESTORATION	-	-	2,965	5,000	-	-	-	(5,000)
CAPITAL IMPROVEMENT PLAN AND FUND FORMATION RESERVES FOR POND RESTORATION AND SYSTEM STRUCTURES	-	-	-	-	-	-	20,000	20,000
	-	-	-	-	-	-	50,000	50,000
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	-	-	2,965	5,000	-	-	120,000	115,000
TOTAL EXPENDITURES	73,288	63,203	106,988	69,423	27,214	61,372	188,935	119,512
III. EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(2,674)	7,550	(36,468)	40	37,253	8,201	-	(40)
FUND BALANCE - BEGINNING	88,260	85,586	93,136	56,668	56,668	56,668	64,869	40
FUND BALANCE - ENDING	\$ 85,586	\$ 93,136	\$ 56,668	\$ 56,708	\$ 93,921	\$ 64,869	\$ 64,869	\$ -

Footnote:

(a) Revenue grossed up to include potential discounts and tax collector fees.

STATEMENT 2
STONEYBROOK AT VENICE CDD
FY 2021 GENERAL FUND EXPENDITURE & O&M ASSESSMENT ALLOCATION

1. ERU Assignment, Ranking and Calculation

Width	Units	ERU	Total ERU	% ERU
TH	106	1.00	106.00	10.71%
40'	148	1.00	148.00	14.95%
52'	499	1.00	499.00	50.40%
62'	237	1.00	237.00	23.94%
Total	990		990.00	100.00%

2. O&M Assessment Requirement ("AR")

AR = TOTAL EXPENDITURES - NET:	\$ 188,935
Plus: Early Payment Discount (4.0%)	\$ 7,997
Plus: County Collection Charges (1.5%)	\$ 2,999
Total Expenditures - GROSS	\$ 199,931 [A]
Total ERU:	990.00 [B]
Total AR / ERU - GROSS (as if all On-Roll):	\$201.95 [A] / [B]
Total AR / ERU - NET:	190.84

3. Current FY Allocation of AR (as if all On-Roll)

Lot Width	Units	Assigned ERU	Net Assmt/Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross Assmt
40'	148	1.00	\$191	\$28,245	\$202	\$29,889
52'	499	1.00	\$191	\$95,231	\$202	\$100,773
62'	237	1.00	\$191	\$45,230	\$202	\$47,862
TH	106	1.00	\$191	\$20,229	\$202	\$21,407
Total	990			\$188,935		\$199,931

4. Prior FY Allocation of AR (as if all On-Roll)

Lot Width	Units	Assigned ERU	Net Assmt/Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross Assmt
40'	148	1.00	\$70	\$10,378	\$74	\$ 10,983
52'	499	1.00	\$70	\$34,990	\$74	\$ 37,031
62'	237	1.00	\$70	\$16,618	\$74	\$ 17,588
TH	106	1.00	\$70	\$7,433	\$74	\$ 7,866
Total	990			\$69,419		\$ 73,468

5. Difference between Prior FY and Current FY

	<u>Prior FY</u>	<u>Current FY</u>	<u>Change</u>	<u>Change per unit</u>
TOTAL EXPENDITURES - NET:	\$69,419	\$188,935	172%	\$128

**STATEMENT 3
STONEBROOK AT VENICE CDD**

FINANCIAL STATEMENT CATEGORY	VENDOR/ COMMENT	COMMENTS/SCOPE OF SERVICE	ANNUAL
GENERAL ADMINISTRATIVE:			
SUPERVISORS COMPENSATION	Board of Supervisors	5 Board Members per Meeting , 4 Meetings Considered - Board has waived	\$ -
PAYROLL TAXES	Payroll	7.65% OF BOS PAYROLL	\$ -
PAYROLL SERVICES	Innovative	\$55 Per Payroll Plus Year End Processing of \$50	\$ -
MANAGEMENT CONSULTING SERVICES	DPFG	\$1,583.33 monthly plus \$1,500 per meeting (qtrly)	\$ 25,000
ACCOUNTING SERVICES	DPFG	Included in Management Consulting Services	\$ -
ADMINISTRATIVE SERVICES	DPFG	Office Supplies, Postage, Messenger service, etc.	\$ 900
MISCELLANEOUS SERVICES - INC. BANK FEES	Bank United	Estimated. Includes bank fees and check stock	\$ 300
AUDITING	GRAU	RFP needed for FY 2021	\$ 4,600
INSURANCE	EGIS	Estimate 5% increase	\$ 7,000
REGULATORY AND PERMIT FEES	Florida Dept of Economic Opportunity	Fixed by Statute	\$ 175
LEGAL ADVERTISEMENTS	News Press	Estimated, Variable & Discretionary	\$ 1,250
ENGINEERING SERVICES	Schappacher	Estimated, Variable & Discretionary	\$ 10,000
LEGAL SERVICES	Persson, Cohen & Mooney	Estimated, Variable & Discretionary	\$ 10,000
WEBSITE HOSTING	Campus Suite	Campus Suite - \$1,515 includes website compliance and remediation of 750 documents as well as DPFG remediation mitigation - \$500. Additional \$250 for any unknown remediation of documents.	\$ 2,265
DEBT SERVICE ADMINISTRATION:			
DISSEMINATING AGENT	DPFG		\$ 4,000
TRUSTEE FEES	US BANK		\$ 2,795
ARBITRAGE	LLS		\$ 650

**STATEMENT 3
STONEBROOK AT VENICE CDD**

FINANCIAL STATEMENT CATEGORY	VENDOR/ COMMENT	COMMENTS/SCOPE OF SERVICE	ANNUAL
PHYSICAL ENVIRONMENT:			
POND MAINTENANCE FUNDS TO COMMUNITY ASSOCIATION	Stoneybrook Community Association	HOA funds for maintenance 2021	\$ 50,000
POND PLANTING	Future Capital Improvement Plan	___ CDD owned ponds. Source: Engineering Plan, _____, date _____	\$ 150,000
POND RESTORATION	Future Capital Improvement Plan	Pond bank restoration. Source: Engineering Plan, _____, date _____	\$ 250,000
CAPITAL IMPROVEMENT PLAN AND FUND FORMATION	Future Capital Improvement Plan	Capital Improvement Plan- District Engineer; Assessment Methodology, Fund creation	\$ 20,000
RESERVES FOR POND RESTORATION AND SYSTEM STRUCTURES	Future Reserve Study	Create and add funds to reserves for ponds. Need data reserve study. 1/8 of \$400,000 est	\$ 50,000

STATEMENT 4
STONEBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT
\$5,505,000 CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2017

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - ON ROLL (Net)	\$ 392,959
LESS: EARLY PAYMENT DISCOUNT	(15,718)
TOTAL REVENUE	377,241
EXPENDITURES	
COUNTY ASSESSMENT COLLECTION FEES	5,894
INTEREST EXPENSE	
May 2021	81,750
Nov 2021	79,700
PRINCIPAL RETIREMENT	
PRINCIPAL PAYMENT	
May 2021	205,000
TOTAL EXPENDITURES	372,344
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	4,896
FUND BALANCE - BEGINNING (REVENUE TRUST ACCOUNT)	-
INCREASE IN FUND BALANCE (REVENUE TRUST ACCOUNT)	4,896
FUND BALANCE - ENDING (REVENUE TRUST ACCOUNT)	\$ 4,896

Table 1. Assessment Allocation

Product Type	Units	Original Allocated /(a)	Total MADS	MADS/Unit	Gross Assmnt./Unit
40s	147	11.46%	\$ 42,554	\$ 289	\$ 306
52s	481	51.61%	191,635	398	422
62s	219	30.78%	114,307	522	552
THs (Cove)	106	6.15%	22,850	216	228
Total	953	100.00%	\$ 371,347		

Footnote:

(a) Per original assessment methodology, dated August 23, 2007, assessments are assigned based on a weighted run-off value. Costs were allocated based on each product categories share of the total weighted acres of land that receives a different level of surface water benefit (flood prevention, reclaimed water). Each product categories' benefit is related to density and intensity of development.

STATEMENT 5
STONEBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT
\$5,505,000 CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2017
AMORTIZATION SCHEDULE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service /(a)	Principal Balance
11/1/2019						\$ 5,095,000
5/1/2020	205,000	2.000%	83,800	288,800		4,890,000
11/1/2020	-	2.000%	81,750	81,750	370,550	4,890,000
5/1/2021	205,000	2.000%	81,750	286,750		4,685,000
11/1/2021	-	2.000%	79,700	79,700	366,450	4,685,000
5/1/2022	210,000	2.250%	79,700	289,700		4,475,000
11/1/2022	-	2.250%	77,338	77,338	367,038	4,475,000
5/1/2023	215,000	2.500%	77,338	292,338		4,260,000
11/1/2023	-	2.500%	74,650	74,650	366,988	4,260,000
5/1/2024	225,000	2.625%	74,650	299,650		4,035,000
11/1/2024	-	2.625%	71,697	71,697	371,347	4,035,000
5/1/2025	230,000	3.000%	71,697	301,697		3,805,000
11/1/2025	-	3.000%	68,247	68,247	369,944	3,805,000
5/1/2026	235,000	3.000%	68,247	303,247		3,570,000
11/1/2026	-	3.000%	64,722	64,722	367,969	3,570,000
5/1/2027	245,000	3.125%	64,722	309,722		3,325,000
11/1/2027	-	3.125%	60,894	60,894	370,616	3,325,000
5/1/2028	250,000	3.250%	60,894	310,894		3,075,000
11/1/2028	-	3.250%	56,831	56,831	367,725	3,075,000
5/1/2029	260,000	3.600%	56,831	316,831		2,815,000
11/1/2029	-	3.600%	52,151	52,151	368,983	2,815,000
5/1/2030	270,000	3.600%	52,151	322,151		2,545,000
11/1/2030	-	3.600%	47,291	47,291	369,443	2,545,000
5/1/2031	280,000	3.600%	47,291	327,291		2,265,000
11/1/2031	-	3.600%	42,251	42,251	369,543	2,265,000
5/1/2032	290,000	3.600%	42,251	332,251		1,975,000
11/1/2032	-	3.600%	37,031	37,031	369,283	1,975,000
5/1/2033	300,000	3.750%	37,031	337,031		1,675,000
11/1/2033	-	3.750%	31,406	31,406	368,438	1,675,000
5/1/2034	310,000	3.750%	31,406	341,406		1,365,000
11/1/2034	-	3.750%	25,594	25,594	367,000	1,365,000
5/1/2035	325,000	3.750%	25,594	350,594		1,040,000
11/1/2035	-	3.750%	19,500	19,500	370,094	1,040,000
5/1/2036	335,000	3.750%	19,500	354,500		705,000
11/1/2036	-	3.750%	13,219	13,219	367,719	705,000
5/1/2037	350,000	3.750%	13,219	363,219		355,000
11/1/2037	-	3.750%	6,656	6,656	369,875	355,000
5/1/2038	355,000	3.750%	6,656	361,656		-
11/1/2038	-	3.750%	-	-	361,656	-
	5,095,000		1,905,656	7,000,656	7,000,656	

max. annual debt service (MADS) \$ 371,347

Footnote:

(a) Data herein for budget purposes only. Update: April 2020.

EXHIBIT 4.

RESOLUTION 2020-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK AT VENICE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Stoneybrook at Venice Community Development District (“**District**”) prior to June 15, 2020, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: August 11, 2020

HOUR: 6:00 p.m.

LOCATION: Stoneybrook Community Center
2365 Estuary Drive
Venice, Florida 34292

At the time of adoption of this Resolution 2020-10, there is currently in place federal, state, and local emergency declarations (“**Declarations**”). In the event the Declarations remain in effect or if future orders or declarations authorize, the hearing may be conducted remotely, using communications media technology pursuant to Executive Orders issued by Governor DeSantis, as such orders may be extended, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Information regarding participation in any remote hearing may be found at the District’s website or by contacting the District Manager at ken.joines@dpfg.com.

1. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Sarasota County at least 60 days prior to the hearing set above.

2. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

3. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF MAY, 2020.

ATTEST:

**STONEBROOK AT VENICE
COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary

By: _____
Its: _____

Exhibit A: Approved Proposed Budgets for Fiscal Year 2020/2021

Exhibit A:

Approved Proposed Budgets for Fiscal Year 2020/2021