

STONEYBROOK

COMMUNITY DEVELOPMENT DISTRICT

April 22, 2025

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

**STONEYBROOK
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

April 15, 2025

Board of Supervisors
Stoneybrook Community Development District

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

Dear Board Members:

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

The Board of Supervisors of the Stoneybrook Community Development District will hold a Regular Meeting on April 22, 2025 at 9:00 a.m., at the Stoneybrook Community Center, 11800 Stoneybrook Golf Boulevard, Estero, Florida 33928. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*5 Minutes*)
3. District Engineer Staff Report: *Johnson Engineering, Inc.*
4. Golf Course Staff Reports
 - A. Golf Superintendent
 - B. Golf Pro
5. Board Member Reports
 - A. Phil Simonsen
 - Update: Golf Course Redo
 - B. Phil Olive
 - Update: Common Grounds
 - Update: Duffy's
 - Repair of Fencing Surrounding Community to Lessen Opportunity of Bears/Hogs Encroachment on Golf Course
 - C. Chris Brady
 - Update: Email and Other Communications
 - D. Adam Dalton
 - Update: Revenues

- Update: Roof with Wildcat and Insurance Issues
- E. Eileen Huff
 - Update: Expenses via QuickBooks
 - Update: Maintenance Department
- 6. Continued Discussion: Lancaster Run Conveyance to District
- 7. Consideration of Coastal Canvas Proposal for Sail Material Cover
- 8. Discussion/Update: Golf Course Management Services
- 9. Consideration of Resolution 2025-04, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- 10. Acceptance of Unaudited Financial Statements as of March 31, 2025
- 11. Approval of March 25, 2025 Regular Meeting Minutes
- 12. Staff Reports
 - A. District Counsel: *Tony Pires, Esquire*
 - I. Consideration: HL Law Group, P.A. Representation Agreement
 - II. Discussion/Consideration: Community Development District Systems and Facilities Operation and Maintenance Agreement
 - III. Review of Golf Now Contract
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. Irrigation Reports
 - a. High Irrigation Users
 - b. Irrigation Disconnect
 - II. NEXT MEETING DATE: May 27, 2025 at 6:00 PM

○ QUORUM CHECK

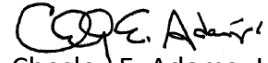
| | | | | | | | |
|--------|-----------------|--------------------------|-----------|--------------------------|-------|--------------------------|----|
| SEAT 1 | PHILIP SIMONSEN | <input type="checkbox"/> | IN PERSON | <input type="checkbox"/> | PHONE | <input type="checkbox"/> | NO |
| SEAT 2 | CHRIS 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 |

13. Supervisors' Requests

14. Adjournment

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

Sincerely,



Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT

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STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Stoneybrook Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

- 1. RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 22nd day of April, 2025.

ATTEST:

**STONEYBROOK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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Ron DeSantis, Governor

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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: 04/22/2025

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
GOLF FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
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**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

| | Major Funds | | | | | | Total Governmental Funds |
|--|-------------------|----------------------------|----------------------------------|----------------------------------|--------------------------------------|--------------------------------------|--------------------------------|
| | General | Special Revenue Fund | Debt Service Series 2022-1 | Debt Service Series 2022-2 | Capital Projects Series 2022-1 | Capital Projects Series 2022-2 | |
| ASSETS | | | | | | | |
| Cash/investments | | | | | | | |
| SunTrust | \$ 20,408 | \$ 551,366 | \$ - | \$ - | \$ - | \$ - | \$ 571,774 |
| Bank United | 60,000 | - | - | - | - | - | 60,000 |
| Bank United - ICS | 762,865 | - | - | - | - | - | 762,865 |
| Revenue | - | - | 127,682 | 507,850 | - | - | 635,532 |
| Reserve | - | - | 217,716 | 271,734 | - | - | 489,450 |
| Construction | - | - | - | - | 2,020,445 | 8,500 | 2,028,945 |
| Due from other funds | | | | | | | |
| Due from enterprise fund (golf course) | - | 74,557 | - | - | - | - | 74,557 |
| Lease receivable | - | 536,289 | - | - | - | - | 536,289 |
| Total assets | <u>\$ 843,273</u> | <u>\$ 1,162,212</u> | <u>\$ 345,398</u> | <u>\$ 779,584</u> | <u>\$ 2,020,445</u> | <u>\$ 8,500</u> | <u>\$ 5,159,412</u> |
| LIABILITIES & FUND BALANCES | | | | | | | |
| Liabilities: | | | | | | | |
| Accounts payable | \$ 112,500 | \$ 611 | \$ - | \$ - | \$ - | \$ - | \$ 113,111 |
| Sales tax payable | - | 528 | - | - | - | - | 528 |
| Contracts payable | - | - | - | - | 901 | - | 901 |
| Retainage payable | - | - | - | - | 148,672 | - | 148,672 |
| Due to other funds | | | | | | | |
| Enterprise fund: irrigation | 1,488 | - | - | - | - | - | 1,488 |
| Enterprise fund: golf course | 34,728 | - | - | - | - | - | 34,728 |
| Total liabilities | <u>148,716</u> | <u>1,139</u> | <u>-</u> | <u>-</u> | <u>149,573</u> | <u>-</u> | <u>299,428</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | | | | |
| Deferred receipts | - | 521,388 | - | - | - | - | 521,388 |
| Total deferred inflows of resources | <u>-</u> | <u>521,388</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>521,388</u> |
| Fund balances: | | | | | | | |
| Restricted: | | | | | | | |
| Debt service | - | - | 345,398 | 779,584 | - | - | 1,124,982 |
| Capital projects | - | - | - | - | 1,870,872 | 8,500 | 1,879,372 |
| Assigned: | | | | | | | |
| Assigned - catastrophe response | 300,000 | - | - | - | - | - | 300,000 |
| Assigned - working capital | 394,557 | - | - | - | - | - | 394,557 |
| Assigned - CAM reserves | - | 35,139 | - | - | - | - | 35,139 |
| Assigned - Common area maint | - | 180,242 | - | - | - | - | 180,242 |
| Unassigned | - | 424,304 | - | - | - | - | 424,304 |
| Total fund balances | <u>694,557</u> | <u>639,685</u> | <u>345,398</u> | <u>779,584</u> | <u>1,870,872</u> | <u>8,500</u> | <u>4,338,596</u> |
| Total liabilities and fund balances | <u>\$ 843,273</u> | <u>\$ 1,162,212</u> | <u>\$ 345,398</u> | <u>\$ 779,584</u> | <u>\$ 2,020,445</u> | <u>\$ 8,500</u> | <u>\$ 5,159,412</u> |

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

| | Current Month | Year to Date | Budget | % of Budget |
|--|-------------------|-------------------|------------------|----------------|
| REVENUES | | | | |
| Assessment levy | \$ 8,885 | \$ 706,998 | \$768,350 | 92% |
| Interest and miscellaneous (incl. FEMA) | 2,351 | 8,989 | 20,000 | 45% |
| Total revenues | <u>11,236</u> | <u>715,987</u> | <u>788,350</u> | 91% |
| EXPENDITURES | | | | |
| Administrative | | | | |
| Supervisors | 1,633 | 8,430 | 12,918 | 65% |
| Management | 4,093 | 24,561 | 49,123 | 50% |
| Accounting | 416 | 2,496 | 4,991 | 50% |
| Assessment roll preparation | 1,122 | 6,730 | 13,461 | 50% |
| Arbitrage rebate calculation | - | - | 2,000 | 0% |
| Dissemination agent | 83 | 500 | 1,000 | 50% |
| Trustee fees - series 2014 resident | - | - | 3,000 | 0% |
| Audit | - | - | 4,330 | 0% |
| Legal | 2,373 | 20,243 | 20,000 | 101% |
| Engineering | 825 | 11,112 | 5,000 | 222% |
| Postage | 340 | 1,032 | 2,000 | 52% |
| Insurance | - | 4,908 | 4,625 | 106% |
| Printing and binding | 142 | 850 | 1,700 | 50% |
| Legal advertising | - | 2,112 | 2,000 | 106% |
| Contingencies | 168 | 1,873 | 2,000 | 94% |
| Annual district filing fee | - | 175 | 175 | 100% |
| Capital Outlay | 225,000 | 225,000 | - | N/A |
| Total administrative | <u>236,195</u> | <u>310,022</u> | <u>128,323</u> | 242% |
| Landscape Maintenance | | | | |
| Other contractual | | | | |
| Common ground oversight | - | 7,300 | - | N/A |
| Personnel services | 14,091 | 93,290 | 329,124 | 28% |
| Capital outlay-mowers/carts | - | - | 9,000 | 0% |
| Utility carts | - | - | 6,000 | 0% |
| Blowers/edgers/trimmers etc. | - | - | 3,500 | 0% |
| Chemicals | - | 2,368 | 7,500 | 32% |
| Fertilizers | 3,305 | 10,701 | 24,000 | 45% |
| Annuals | - | 10,970 | 12,000 | 91% |
| Fuel | 1,431 | 7,031 | 9,000 | 78% |
| Irrigation parts | 187 | 2,636 | 8,000 | 33% |
| Parts and maintenance | - | 1,232 | 12,000 | 10% |
| Horticultural debris and trash disposal | - | 1,352 | 8,500 | 16% |
| Uniforms | 165 | 1,459 | 5,000 | 29% |
| Continuing educations/BMP certi | - | - | 1,500 | 0% |
| Golf maintenance - ball fields | 1,667 | 10,000 | 20,000 | 50% |
| Golf maintenance management | 2,084 | 12,504 | 25,008 | 50% |
| Tree trimming | - | 18,570 | 30,000 | 62% |
| Mulch | - | 40,905 | 40,000 | 102% |
| Plant replacement | - | - | 5,000 | 0% |
| Equipment lease - TCF113 | 449 | 2,245 | 7,000 | 32% |
| Storm Water Management | | | | |
| Pipe inspections | - | - | 35,000 | 0% |
| Conservation area maintenance | 6,500 | 19,500 | 40,000 | 49% |
| Roadway | | | | |
| Annual inspection and repairs | - | - | 15,000 | 0% |
| Signage repairs | - | - | 5,000 | 0% |
| Total landscape maintenance | <u>29,879</u> | <u>242,063</u> | <u>657,132</u> | 37% |
| Other fees and charges | | | | |
| Tax collector | - | 3,187 | 2,895 | 110% |
| Total other fees and charges | - | 3,187 | 2,895 | 110% |
| Total expenditures | <u>266,074</u> | <u>555,272</u> | <u>788,350</u> | 70% |
| Excess/(deficiency) of revenues over/(under) expenditures | (254,838) | 160,715 | - | |
| Fund balance - beginning | 949,395 | 533,842 | 489,311 | |
| Fund balance - ending | | | | |
| Assigned: | | | | |
| Assigned - catastrophe response | 300,000 | 300,000 | 300,000 | |
| Assigned - working capital | 394,557 | 394,557 | 189,311 | |
| Fund balance - ending | <u>\$ 694,557</u> | <u>\$ 694,557</u> | <u>\$489,311</u> | |

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - SPECIAL REVENUE FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

| | Current Month | Year to Date | Budget | % of Budget |
|---------------------------------------|-------------------|-------------------|-------------------|----------------|
| OPERATING REVENUES | | | | |
| Commercial rental | | | | |
| Duffy's | \$ 19,936 | \$ 169,775 | \$ 179,124 | 95% |
| Duffy's % of sales | - | - | 79,216 | 0% |
| Stoneybrook Golf | - | - | 57,351 | 0% |
| Cam reserves | | | | |
| Duffy's | 1,528 | 9,167 | 14,460 | 63% |
| Stoneybrook Golf | - | - | 3,876 | 0% |
| Common area maintenance | | | | |
| Duffy's | 7,846 | 47,075 | 59,748 | 79% |
| Stoneybrook Golf | - | - | 34,404 | 0% |
| Total operating revenues | <u>29,310</u> | <u>226,017</u> | <u>428,179</u> | 53% |
| OPERATING EXPENSES | | | | |
| Administrative Expenses | | | | |
| Legal fees | - | 3,953 | - | N/A |
| Trustee fee | - | - | 4,500 | 0% |
| Taxes & assessments: Lee County | - | - | 16,727 | 0% |
| Office supplies | - | - | 250 | 0% |
| Miscellaneous | 164 | 1,506 | 6,000 | 25% |
| Total administrative expenses | <u>164</u> | <u>5,459</u> | <u>27,477</u> | 20% |
| Maintenance Services | | | | |
| Property management | 1,400 | 8,400 | 16,800 | 50% |
| Electricity | 74 | 217 | 600 | 36% |
| Repairs & maintenance | 1,545 | 10,408 | 75,000 | 14% |
| Irrigation | 175 | 927 | 2,400 | 39% |
| Building maintenance | 398 | 97,944 | 35,000 | 280% |
| Hurricane clean-up | - | - | 5,000 | 0% |
| Total maintenance services | <u>3,592</u> | <u>117,896</u> | <u>134,800</u> | 87% |
| Total operating expenses | <u>3,756</u> | <u>123,355</u> | <u>162,277</u> | 76% |
| Operating gain/(loss) | 25,554 | 102,662 | 265,902 | |
| OTHER FINANCING SOURCES/(USES) | | | | |
| Transfers out | - | - | (104,210) | N/A |
| Total other financing sources/(uses) | <u>-</u> | <u>-</u> | <u>(104,210)</u> | N/A |
| Change in net position | 25,554 | 102,662 | 161,692 | |
| Total net position - beginning | 614,131 | 537,023 | 601,027 | |
| Total net position - ending | <u>\$ 639,685</u> | <u>\$ 639,685</u> | <u>\$ 762,719</u> | |

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022-1
FOR THE PERIOD ENDED MARCH 31, 2025**

| | Current Month | Year to Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Assessment levy | \$ 2,499 | \$ 198,255 | \$ 139,592 | 142% |
| Interest | 1,005 | 4,861 | 11,380 | N/A |
| Total revenues | <u>3,504</u> | <u>203,116</u> | <u>150,972</u> | 0% |
| EXPENDITURES | | | | |
| Debt Service | | | | |
| Principal | \$ - | \$ - | \$ 80,000 | 0% |
| Interest | - | 84,545 | 161,205 | 52% |
| Total expenditures | <u>-</u> | <u>84,545</u> | <u>241,205</u> | 35% |
| Excess (deficiency) of revenues over (under) expenditures | 3,504 | 118,571 | (90,233) | |
| OTHER SOURCES (USES) | | | | |
| Transfers in | - | - | 104,210 | 0% |
| Total other sources/(uses) | <u>-</u> | <u>-</u> | <u>104,210</u> | 0% |
| Net change in fund balance | 3,504 | 118,571 | 13,977 | |
| Fund balance - beginning | 341,894 | 226,827 | 222,559 | |
| Fund balance - ending | <u>\$ 345,398</u> | <u>\$ 345,398</u> | <u>\$ 236,536</u> | |

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022-2
FOR THE PERIOD ENDED MARCH 31, 2025**

| | Current Month | Year to Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Assessment levy | \$ 5,570 | \$ 441,938 | \$ 543,467 | 81% |
| Interest | 2,315 | 11,275 | - | N/A |
| Total revenues | <u>7,885</u> | <u>453,213</u> | <u>543,467</u> | 83% |
| EXPENDITURES | | | | |
| Debt Service | | | | |
| Principal | \$ - | \$ - | \$ 115,000 | 0% |
| Interest | - | 213,588 | 427,175 | 50% |
| Total expenditures | <u>-</u> | <u>213,588</u> | <u>542,175</u> | 39% |
| Excess (deficiency) of revenues over (under) expenditures | 7,885 | 239,625 | 1,292 | |
| Fund balance - beginning | 771,699 | 539,959 | 534,123 | |
| Fund balance - ending | <u>\$ 779,584</u> | <u>\$ 779,584</u> | <u>\$ 535,415</u> | |

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022-1
FOR THE PERIOD ENDED MARCH 31, 2025**

| | Current Month | Year to Date |
|--|----------------------------|----------------------------|
| REVENUES | | |
| Interest | \$ 6,215 | \$ 42,974 |
| Total revenues | <u>6,215</u> | <u>42,974</u> |
| EXPENDITURES | | |
| Capital outlay | <u>901</u> | <u>24,706</u> |
| Total expenditures | <u>901</u> | <u>24,706</u> |
| Excess (deficiency) of revenues over (under) expenditures | 5,314 | 18,268 |
| Fund balance - beginning | 1,865,558 | 1,852,604 |
| Fund balance - ending | <u><u>\$ 1,870,872</u></u> | <u><u>\$ 1,870,872</u></u> |

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022-2
FOR THE PERIOD ENDED MARCH 31, 2025**

| | Current Month | Year to Date |
|--|------------------------|------------------------|
| REVENUES | | |
| Interest | 26 | 178 |
| Total revenues | <u>26</u> | <u>178</u> |
| EXPENDITURES | - | - |
| Total expenditures | <u>-</u> | <u>-</u> |
| Excess (deficiency) of revenues over (under) expenditures | 26 | 178 |
| Fund balance - beginning | 8,474 | 8,322 |
| Fund balance - ending | <u><u>\$ 8,500</u></u> | <u><u>\$ 8,500</u></u> |

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF NET POSITION
PROPRIETARY FUND - IRRIGATION
MARCH 31, 2025**

| ASSETS | <u>Balance</u> |
|---|-------------------|
| Current assets: | |
| Cash | \$ 48,069 |
| Bank United | 10,415 |
| Accounts receivable | (3,230) |
| Less allowance for doubtful accounts | (14,704) |
| Undeposited funds | 212 |
| Due from golf course | 4,727 |
| Due from general fund | 1,488 |
| Total current assets | <u>46,977</u> |
| Noncurrent assets: | |
| Capital assets | |
| Equipment - irrigation | 559,257 |
| Resident irrigation & wells | 494,808 |
| Pumphouse | 371,990 |
| Less accumulated depreciation | (716,063) |
| Total capital assets, net of accumulated depreciation | <u>709,992</u> |
| Total noncurrent assets | <u>709,992</u> |
| Total assets | <u>756,969</u> |
| LIABILITIES | |
| Current liabilities: | |
| Customer deposits | 12,938 |
| Total current liabilities | <u>12,938</u> |
| Total liabilities | <u>12,938</u> |
| NET POSITION | |
| Net investment in capital assets | (221,255) |
| Unrestricted | 965,286 |
| Total net position | <u>\$ 744,031</u> |

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND - IRRIGATION
FOR THE PERIOD ENDED MARCH 31, 2025**

| | Current Month | Year to Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| OPERATING REVENUES | | | | |
| Assessment levy | \$ 1,488 | \$ 118,021 | \$ 125,921 | 94% |
| Direct bill: golf course | 4,979 | 29,871 | 59,742 | 50% |
| Irrigation revenue | 14,268 | 73,911 | 170,000 | 43% |
| Total revenues | <u>20,735</u> | <u>221,803</u> | <u>355,663</u> | 62% |
| OPERATING EXPENSES | | | | |
| Professional fees | | | | |
| Audit | - | - | 4,635 | 0% |
| Accounting | 728 | 4,371 | 8,742 | 50% |
| Utility billing | 7,756 | 19,399 | 45,000 | 43% |
| Miscellaneous | 343 | 1,921 | 3,000 | 64% |
| Total professional fees | <u>8,827</u> | <u>25,691</u> | <u>61,377</u> | 42% |
| Irrigation services | | | | |
| Service/permit monitoring contracts | - | - | 3,000 | 0% |
| Line repairs/labor | 2,717 | 20,825 | 50,000 | 42% |
| Insurance | - | - | 15,685 | 0% |
| Effluent water supply | 16,275 | 79,023 | 114,000 | 69% |
| Electricity | 6,396 | 15,797 | 30,000 | 53% |
| Pumps & machinery | 3,857 | 10,528 | 15,000 | 70% |
| Depreciation | 3,384 | 20,302 | 40,603 | 50% |
| Personnel | 1,771 | 10,627 | 27,000 | 39% |
| Total utility expenses | <u>34,400</u> | <u>157,102</u> | <u>295,288</u> | 53% |
| Total operating expenses | <u>43,227</u> | <u>182,793</u> | <u>356,665</u> | 51% |
| Operating gain/(loss) | (22,492) | 39,010 | (1,002) | |
| NONOPERATING REVENUES/(EXPENSES) | | | | |
| Interest, penalties & miscellaneous income | <u>240</u> | <u>388</u> | <u>100</u> | 388% |
| Total nonoperating revenues (expenses) | <u>240</u> | <u>388</u> | <u>100</u> | 388% |
| Change in net position | (22,252) | 39,398 | (902) | |
| Total net position - beginning | <u>766,283</u> | <u>704,633</u> | <u>287,963</u> | |
| Total net position - ending | <u>\$ 744,031</u> | <u>\$ 744,031</u> | <u>\$ 287,061</u> | |

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
GOLF FUND
UNAUDITED
MARCH 31, 2025**

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF NET POSITION
PROPRIETARY FUND - GOLF
MARCH 31, 2025**

| ASSETS | <u>Balance</u> |
|----------------------------------|------------------|
| Current assets: | |
| Cash | |
| SunTrust acct #1660 | \$ 1,146,482 |
| SunTrust acct #7736 (petty cash) | 2,742 |
| SunTrust acct #3187 (petty cash) | 2,844 |
| Bank United | 70,000 |
| Bank United ICS | 13,193 |
| Petty cash - registers | 200 |
| Lunch bar | 100 |
| Pro shop | 200 |
| Cost of issuance - series 2014 | 348 |
| Reserve - series 2014 | 222,469 |
| Interest - series 2014 | 33,256 |
| Sinking - series 2014 | 110,931 |
| Reserve - series 2019 | 9,954 |
| Inventory | |
| Pro shop | |
| Bags & accessories | 7,319 |
| Balls | 20,653 |
| Clubs | 495 |
| Gloves | 8,633 |
| Headwear | 3,823 |
| Ladies wear | 5,874 |
| Mens wear | (1,097) |
| Shoes | (988) |
| Miscellaneous | (1,981) |
| Concession | |
| Food | 23,476 |
| Beer | (4,416) |
| Soft beverages | 70 |
| Due from general fund | 34,728 |
| Due from other governments | |
| Lease deposit | 860 |
| Capital improvements | 59,144 |
| Total current assets | <u>1,769,312</u> |

**STONEYBROOK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF NET POSITION
PROPRIETARY FUND - GOLF
MARCH 31, 2025**

| | |
|---|----------------------------|
| Noncurrent assets: | <u>Balance</u> |
| Capital assets | |
| Land | 1,556,677 |
| Maintenance building | 133,566 |
| Land improvements | 1,950,012 |
| Golf course | 4,516,919 |
| Furniture & equipment | 720,317 |
| Vehicles-financed purchase agreement | 37,430 |
| Leased equipment and vehicles | 777,587 |
| Accumulated depreciation | <u>(4,866,695)</u> |
| Total capital assets, net of accumulated depreciation | <u>4,825,813</u> |
| Total noncurrent assets | <u>4,825,813</u> |
| Total assets | <u>6,595,125</u> |
| LIABILITIES | |
| Current liabilities: | |
| Accounts payable | 27,659 |
| Gratuities payable | 16,039 |
| Sales tax payable | 31,680 |
| Rainchecks | 6 |
| Due to special revenue fund | 74,557 |
| Due to irrigation fund | 4,727 |
| Due to others | 34,890 |
| Gift certificates | 44,735 |
| Credit books | 24,861 |
| Wages payable | 44,659 |
| Accrued interest - series 2014 | <u>50,837</u> |
| Total current liabilities | <u>354,650</u> |
| Noncurrent liabilities: | |
| Lease payable | 453,979 |
| Note payable - financed purchase agreement | 28,758 |
| Note payable - series 2024 | 550,000 |
| Bonds payable - series 2014 | <u>665,000</u> |
| Total noncurrent liabilities | <u>1,697,737</u> |
| Total liabilities | <u>2,052,387</u> |
| NET POSITION | |
| Net investment in capital assets | 4,007,969 |
| Unrestricted | <u>534,769</u> |
| Total net position | <u><u>\$ 4,542,738</u></u> |

*Inventory is overstated and will be written down in a future period when the Auditor

STONEYBROOK
STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND - GOLF
CONSOLIDATED
FOR THE PERIOD ENDED MARCH 31, 2025

| | Current Month | | | | | | Year to Date | | | | | |
|---|---------------------|---------------------|----------------------------------|---------------------|---------------------------------|---------------------------------|---------------------|---------------------|----------------------------------|---------------------|---------------------------------|---------------------------------|
| | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual |
| REVENUES | | | | | | | | | | | | |
| Consolidated | | | | | | | | | | | | |
| Unclassified revenue | \$ - | \$ 439 | \$ (399) | \$ - | N/A | \$ 439 | \$ 4,132 | \$ 1,151 | \$ (2,981) | \$ - | N/A | \$ 1,151 |
| Administrative | 1,401 | 81 | (1,320) | - | N/A | 81 | 7,748 | 6,287 | (1,461) | - | N/A | 6,287 |
| Golf course | 540,637 | 627,592 | 86,955 | 732,629 | 86% | (105,037) | 2,501,825 | 2,813,637 | 311,812 | 3,147,468 | 89% | (333,831) |
| Pro shop | 15,858 | 17,392 | 1,534 | 17,765 | 98% | (373) | 104,868 | 96,166 | (8,702) | 93,246 | 103% | 2,920 |
| Concession | 16,028 | 16,693 | 665 | 19,800 | 84% | (3,107) | 90,545 | 91,226 | 681 | 113,665 | 80% | (22,439) |
| Total consolidated revenues | 573,924 | 662,197 | 87,435 | 770,194 | 86% | (107,997) | 2,709,118 | 3,008,467 | 299,349 | 3,354,379 | 90% | (345,912) |
| Cost of sales | | | | | | | | | | | | |
| Consolidated | | | | | | | | | | | | |
| Pro shop | 11,984 | 19,572 | 7,588 | 13,468 | 145% | 6,104 | 89,763 | 79,251 | (10,512) | 66,917 | 118% | 12,334 |
| Concession | 6,323 | (13,084) | (19,407) | 5,551 | -236% | (18,635) | 36,423 | 21,492 | (14,931) | 28,720 | 75% | (7,228) |
| Total consolidated cost of sales | 18,307 | 6,488 | (11,819) | 19,019 | 34% | (12,531) | 126,186 | 100,743 | (25,443) | 95,637 | 105% | 5,106 |
| Gross consolidated earnings | 555,617 | 655,709 | 99,254 | 751,175 | 87% | (95,466) | 2,582,932 | 2,907,724 | 324,792 | 3,258,742 | 89% | (351,018) |
| Expenses | | | | | | | | | | | | |
| Consolidated | | | | | | | | | | | | |
| Administrative | 50,499 | 55,996 | 4,241 | 31,018 | 181% | 24,978 | 311,762 | 346,429 | 34,667 | 289,305 | 120% | 57,124 |
| Concession | 9,066 | 11,096 | 2,030 | 9,198 | 121% | 1,898 | 56,414 | 78,085 | 21,671 | 45,066 | 173% | 33,019 |
| Golf course | 357,920 | 167,235 | (190,685) | 173,222 | 97% | (5,987) | 1,117,648 | 903,281 | (214,367) | 952,164 | 95% | (48,883) |
| Pro shop | 92,608 | 115,273 | 22,665 | 105,536 | 109% | 9,737 | 572,736 | 586,666 | 13,930 | 590,647 | 99% | (3,981) |
| Total consolidated expenses | 510,093 | 349,600 | (161,749) | 318,974 | 110% | 30,626 | 2,058,560 | 1,914,461 | (144,099) | 1,877,182 | 102% | 37,279 |
| NONOPERATING REVENUES/(EXPENSES) | | | | | | | | | | | | |
| Interest | (4,696) | (4,696) | - | (3,879) | 121% | (817) | (56,350) | (51,450) | 4,900 | (23,274) | 221% | (28,176) |
| Total other financing sources/(uses) | (4,696) | (4,696) | - | (3,879) | 121% | (817) | (56,350) | (51,450) | 4,900 | (23,274) | 221% | (28,176) |
| Change in net position | 40,828 | 301,413 | <u>\$ 261,003</u> | 428,322 | | <u>\$ (126,909)</u> | 468,022 | 941,813 | <u>\$ 473,791</u> | 1,358,286 | | <u>\$ (416,473)</u> |
| Total net position - beginning | 4,874,319 | 4,241,325 | | 5,027,716 | | | 4,447,963 | 3,600,925 | | 4,097,752 | | |
| Total net position - ending | <u>\$ 4,915,147</u> | <u>\$ 4,542,738</u> | | <u>\$ 5,456,038</u> | | | <u>\$ 4,915,985</u> | <u>\$ 4,542,738</u> | | <u>\$ 5,456,038</u> | | |

STONEYBROOK
STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND - GOLF
ADMINISTRATIVE
FOR THE PERIOD ENDED MARCH 31, 2025

| | Current Month | | | | | | Year to Date | | | | | |
|--------------------------------------|------------------|------------------|----------------------------------|------------------|---------------------------------|---------------------------------|------------------|------------------|----------------------------------|------------------|---------------------------------|---------------------------------|
| | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual |
| REVENUES | | | | | | | | | | | | |
| Unclassified revenue | \$ 838 | \$ 439 | \$ (399) | \$ - | N/A | \$ 439 | 4,132 | \$ 1,151 | \$ (2,981) | \$ - | N/A | \$ 1,151 |
| Administrative | | | | | | | | | | | | |
| Other | 77 | 30 | (47) | - | N/A | 30 | 227 | 180 | (47) | \$ - | N/A | \$ 180 |
| Interest | 1,324 | 51 | (1,273) | - | N/A | 51 | 7,521 | 6,107 | (1,414) | - | N/A | 6,107 |
| Total administrative revenues | 1,401 | 81 | (1,320) | - | N/A | 81 | 7,748 | 6,287 | (1,461) | - | N/A | 6,287 |
| EXPENSES | | | | | | | | | | | | |
| Administrative | | | | | | | | | | | | |
| Legal | - | - | - | 292 | 0% | (292) | - | 980 | 980 | 1,748 | 56% | (768) |
| Accounting services | 4,083 | 4,083 | - | - | N/A | 4,083 | 24,500 | 24,500 | - | - | N/A | 24,500 |
| A/C maintenance | - | - | - | 500 | 0% | (500) | - | - | - | 1,000 | 0% | (1,000) |
| Audit | - | - | - | 981 | 0% | (981) | - | - | - | 5,886 | 0% | (5,886) |
| Building maintenance | 10,368 | 1,546 | (8,822) | - | N/A | 1,546 | 66,779 | 34,498 | (32,281) | 70,000 | 49% | (35,502) |
| Copy machine lease | 3,734 | 1,886 | (1,848) | 660 | 286% | 1,226 | 13,229 | 13,013 | (216) | 3,960 | 329% | 9,053 |
| Fire alarm (cart barn) | - | - | - | 25 | 0% | (25) | - | - | - | 895 | 0% | (895) |
| Depreciation | 16,500 | 16,500 | - | 16,500 | 100% | - | 99,000 | 99,000 | - | 99,000 | 100% | - |
| Insurance | 4,462 | 19,394 | 14,932 | - | N/A | 19,394 | 50,671 | 116,218 | 65,547 | 25,920 | 448% | 90,298 |
| Management fee | - | - | - | 4,083 | 0% | (4,083) | - | - | - | 24,500 | 0% | (24,500) |
| Pest control | - | - | - | 167 | 0% | (167) | 330 | - | (330) | 1,002 | 0% | (1,002) |
| Meeting expenses, travel expenses | - | - | - | 125 | 0% | (125) | - | - | - | 750 | 0% | (750) |
| Postage | - | - | - | 250 | 0% | (250) | - | - | - | 1,500 | 0% | (1,500) |
| Taxes | - | - | - | - | N/A | - | - | 145 | 145 | - | N/A | 145 |
| Window cleaning | - | - | - | - | N/A | - | - | - | - | 150 | 0% | (150) |
| Utilities (Electricity paid to FP&L) | 336 | 315 | (21) | 417 | 76% | (102) | 2,190 | 2,068 | (122) | 2,498 | 83% | (430) |
| Utilities (Water paid to Duffy's) | - | - | - | 50 | 0% | (50) | - | - | - | 300 | 0% | (300) |
| CAM | - | - | - | 2,407 | 0% | (2,407) | - | - | - | 14,442 | 0% | (14,442) |
| Lease | 8,199 | 8,199 | - | 4,561 | 180% | 3,638 | 49,194 | 49,194 | - | 27,366 | 180% | 21,828 |
| Trustee fees | 2,963 | 2,963 | - | - | N/A | 2,963 | 2,963 | 2,963 | - | 5,388 | 55% | (2,425) |
| Dissemination agent | - | - | - | - | N/A | - | - | - | - | 1,000 | 0% | (1,000) |
| Arbitrage rebate calculation | - | - | - | - | N/A | - | - | - | - | 2,000 | 0% | (2,000) |
| Software errors | - | - | - | - | N/A | - | 37 | - | (37) | - | N/A | - |
| Miscellaneous | (146) | 1,110 | - | - | N/A | 1,110 | 2,869 | 3,850 | 981 | - | N/A | 3,850 |
| Total administrative expenses | 50,499 | 55,996 | 4,241 | 31,018 | 181% | 24,978 | 311,762 | 346,429 | 34,667 | 289,305 | 120% | 57,124 |
| Net administrative earnings | (49,098) | (55,915) | (6,817) | (31,018) | 180% | (24,897) | (304,014) | (340,142) | (36,128) | (289,305) | 118% | (50,837) |

STONEYBROOK
STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND - GOLF
CONCESSION
FOR THE PERIOD ENDED MARCH 31, 2025

| | Current Month | | | | | | Year to Date | | | | | |
|---------------------------|------------------|------------------|----------------------------------|------------------|---------------------------------|---------------------------------|------------------|------------------|----------------------------------|------------------|---------------------------------|---------------------------------|
| | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual |
| REVENUES | | | | | | | | | | | | |
| Concession | | | | | | | | | | | | |
| Food sales | 2,182 | 2,800 | 618 | 2,900 | 97% | (100) | 14,941 | 12,061 | (2,880) | 22,410 | 54% | (10,349) |
| Food cart sales | - | - | - | 300 | 0% | (300) | - | - | - | 3,300 | 0% | (3,300) |
| Beer sales | 9,180 | 11,532 | 2,352 | 10,000 | 115% | 1,532 | 55,924 | 62,369 | 6,445 | 64,020 | 97% | (1,651) |
| Beer cart sales | - | - | - | 400 | 0% | (400) | - | - | - | 4,035 | 0% | (4,035) |
| Soft beverage sales | 4,666 | 2,361 | (2,305) | 5,900 | 40% | (3,539) | 19,680 | 16,796 | (2,884) | 16,550 | 101% | 246 |
| Soft beverage cart sales | - | - | - | 300 | 0% | (300) | - | - | - | 3,350 | 0% | (3,350) |
| Total concession revenues | 16,028 | 16,693 | 665 | 19,800 | 84% | (3,107) | 90,545 | 91,226 | 681 | 113,665 | 80% | (22,439) |
| Cost of goods sold | | | | | | | | | | | | |
| Concession | | | | | | | | | | | | |
| Food | 1,509 | (16,904) | (18,413) | 1,500 | -1127% | (18,404) | 9,990 | (10,938) | (20,928) | 6,900 | -159% | (17,838) |
| Beer | 2,856 | 3,196 | 340 | 2,700 | 118% | 496 | 18,102 | 24,307 | 6,205 | 15,550 | 156% | 8,757 |
| Soft beverage | 1,958 | 624 | (1,334) | 1,351 | 46% | (727) | 8,331 | 8,123 | (208) | 6,270 | 130% | 1,853 |
| Total cost of goods sold | 6,323 | (13,084) | (19,407) | 5,551 | -236% | (18,635) | 36,423 | 21,492 | (14,931) | 28,720 | 75% | (7,228) |
| Gross concession earnings | 9,705 | 29,777 | 20,072 | 14,249 | 209% | 15,528 | 54,122 | 69,734 | 15,612 | 84,945 | 82% | (15,211) |
| EXPENSES | | | | | | | | | | | | |
| Concession | | | | | | | | | | | | |
| Beverage cart lease | - | - | - | 400 | 0% | (400) | - | - | - | 2,400 | 0% | (2,400) |
| Equipment repair | - | - | - | 150 | 0% | (150) | - | (250) | (250) | 800 | -31% | (1,050) |
| Licenses & permits | - | - | - | 834 | 0% | (834) | - | 292 | 292 | 834 | 35% | (542) |
| Payroll concession | 8,049 | 10,481 | 2,432 | 6,300 | 166% | 4,181 | 47,698 | 71,172 | 23,474 | 32,760 | 217% | 38,412 |
| Payroll taxes/concession | 616 | 916 | 300 | 1,014 | 90% | (98) | 5,121 | 6,217 | 1,096 | 5,272 | 118% | 945 |
| Pay related 401(k) | 80 | 185 | 105 | - | N/A | 185 | 225 | 855 | 630 | - | N/A | 855 |
| Cash over/short | (307) | (486) | (179) | - | N/A | (486) | (699) | (4,576) | (3,877) | - | N/A | (4,576) |
| Supplies | 628 | - | (628) | 500 | 0% | (500) | 4,069 | 4,375 | 306 | 3,000 | 146% | 1,375 |
| Total concession expenses | 9,066 | 11,096 | 2,030 | 9,198 | 121% | 1,898 | 56,414 | 78,085 | 21,671 | 45,066 | 173% | 33,019 |
| Net concession earnings | 639 | 18,681 | 18,042 | 5,051 | 370% | 13,630 | (2,292) | (8,351) | (6,059) | 39,879 | -21% | (48,230) |

STONEYBROOK
STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND - GOLF
PRO SHOP & GOLF COURSE
FOR THE PERIOD ENDED MARCH 31, 2025

| | Current Month | | | | | | Year to Date | | | | | |
|----------------------------|------------------|------------------|----------------------------------|------------------|---------------------------------|---------------------------------|------------------|------------------|----------------------------------|------------------|---------------------------------|---------------------------------|
| | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual |
| REVENUES | | | | | | | | | | | | |
| Golf Course | | | | | | | | | | | | |
| Annual pass | 3,140 | \$ 1,200 | (1,940) | - | N/A | 1,200 | 149,488 | \$ 149,150 | (338) | 120,500 | 124% | 28,650 |
| Green fees + gps | 495,887 | 437,461 | (58,426) | 688,573 | 64% | (251,112) | 2,154,152 | 1,819,563 | (334,589) | 2,849,126 | 64% | (1,029,563) |
| Public green fees - TT | - | 117,302 | 117,302 | - | N/A | 117,302 | - | 556,201 | 556,201 | - | N/A | 556,201 |
| Range fees | 37,929 | 62,624 | 24,695 | 39,880 | 157% | 22,744 | 174,674 | 271,213 | 96,539 | 152,340 | 178% | 118,873 |
| Club rentals | 2,216 | 4,820 | 2,604 | 1,900 | 254% | 2,920 | 13,472 | 7,965 | (5,507) | 13,400 | 59% | (5,435) |
| Handicaps | 465 | 3,575 | 3,110 | 700 | 511% | 2,875 | 4,960 | 7,135 | 2,175 | 3,200 | 223% | 3,935 |
| Lake ball | - | - | - | 365 | 0% | (365) | - | - | - | 1,716 | 0% | (1,716) |
| Irrigation - Stoney Master | - | - | - | 61 | 0% | (61) | - | - | - | 286 | 0% | (286) |
| Sbjrgolf | - | - | - | 400 | 0% | (400) | - | - | - | 2,400 | 0% | (2,400) |
| Contract instructors | - | - | - | - | N/A | - | - | - | - | 750 | 0% | (750) |
| Pga staff | 300 | - | (300) | - | N/A | - | 300 | 1,210 | 910 | - | N/A | 1,210 |
| Miscellaneous | 700 | 610 | (90) | 750 | 81% | (140) | 4,779 | 1,200 | (3,579) | 3,750 | 32% | (2,550) |
| Total golf course | 540,637 | 627,592 | 86,955 | 732,629 | 86% | (105,037) | 2,501,825 | 2,813,637 | 311,812 | 3,147,468 | 89% | (333,831) |
| Pro Shop | | | | | | | | | | | | |
| Bags & accessories | 1,121 | 2,217 | 1,096 | 1,500 | 148% | 717 | 9,625 | 7,740 | (1,885) | 12,155 | 64% | (4,415) |
| Balls | 5,128 | 8,015 | 2,887 | 4,403 | 182% | 3,612 | 32,213 | 38,063 | 5,850 | 26,907 | 141% | 11,156 |
| Clubs | - | 240 | 240 | 2,200 | 11% | (1,960) | 1,389 | 6,376 | 4,987 | 3,381 | 189% | 2,995 |
| Gloves | 1,914 | 2,028 | 114 | 1,450 | 140% | 578 | 9,072 | 8,596 | (476) | 8,100 | 106% | 496 |
| Headwear | 2,157 | 1,868 | (289) | 2,450 | 76% | (582) | 14,377 | 7,815 | (6,562) | 12,290 | 64% | (4,475) |
| Ladies wear | 2,116 | 611 | (1,505) | 2,006 | 30% | (1,395) | 8,722 | 10,038 | 1,316 | 6,340 | 158% | 3,698 |
| Mens wear | 2,006 | 1,865 | (141) | 2,817 | 66% | (952) | 19,219 | 11,581 | (7,638) | 14,995 | 77% | (3,414) |
| Shoes | 1,416 | 548 | (868) | 939 | 58% | (391) | 10,251 | 5,957 | (4,294) | 9,078 | 66% | (3,121) |
| Total pro shop | 15,858 | 17,392 | 1,534 | 17,765 | 98% | (373) | 104,868 | 96,166 | (8,702) | 93,246 | 103% | 2,920 |
| Total revenues | 556,495 | 644,984 | 88,489 | 750,394 | 86% | (105,410) | 2,606,693 | 2,909,803 | 303,110 | 3,240,714 | 90% | (330,911) |
| Cost of goods sold | | | | | | | | | | | | |
| Pro shop | | | | | | | | | | | | |
| Bags & accessories | 144 | (2,762) | (2,906) | 800 | -345% | (3,562) | 1,017 | (2,762) | (3,779) | 7,200 | -38% | (9,962) |
| Balls | 3,701 | 7,349 | 3,648 | 3,387 | 217% | 3,962 | 22,495 | 26,371 | 3,876 | 20,767 | 127% | 5,604 |
| Clubs | 701 | 1,269 | 568 | 1,700 | 75% | (431) | 2,211 | 1,939 | (272) | 3,472 | 56% | (1,533) |
| Gloves | 812 | (4,439) | (5,251) | 900 | -493% | (5,339) | 3,756 | (1,115) | (4,871) | 5,125 | -22% | (6,240) |
| Headwear | 1,205 | 1,405 | 200 | 1,325 | 106% | 80 | 8,905 | 6,085 | (2,820) | 7,200 | 85% | (1,115) |
| Ladies wear | 2,195 | (6,602) | (8,797) | 2,041 | -323% | (8,643) | 9,296 | 4,178 | (5,118) | 6,510 | 64% | (2,332) |
| Mens wear | 1,634 | 22,435 | 20,801 | 2,496 | 899% | 19,939 | 20,287 | 34,043 | 13,756 | 11,864 | 287% | 22,179 |
| Shoes | 1,050 | 1,447 | 397 | 986 | 147% | 461 | 14,029 | 8,569 | (5,460) | 5,781 | 148% | 2,788 |
| Miscellaneous | 651 | (530) | (1,181) | - | N/A | (530) | 8,516 | 2,220 | (6,296) | - | N/A | 2,220 |
| Discounts earned | (109) | - | 109 | (167) | 0% | 167 | (749) | (277) | 472 | (1,002) | 28% | 725 |
| Total cost of goods sold | 11,984 | 19,572 | 7,588 | 13,468 | 145% | 6,104 | 89,763 | 79,251 | (10,512) | 66,917 | 118% | 12,334 |
| Gross earnings | 544,511 | 625,412 | 80,901 | 736,926 | 85% | (111,514) | 2,516,930 | 2,830,552 | 313,622 | 3,173,797 | 89% | (343,245) |

STONEYBROOK
STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND - GOLF
PRO SHOP & GOLF COURSE
FOR THE PERIOD ENDED MARCH 31, 2025

| | Current Month | | | | | | Year to Date | | | | | |
|------------------------------|------------------|------------------|----------------------------------|------------------|---------------------------------|---------------------------------|------------------|------------------|----------------------------------|------------------|---------------------------------|---------------------------------|
| | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual |
| EXPENSES | | | | | | | | | | | | |
| Pro shop | | | | | | | | | | | | |
| Advertising | 1,200 | 254 | (946) | 1,000 | 25% | (746) | 6,100 | 479 | (5,621) | 6,000 | 8% | (5,521) |
| Alarm | - | 129 | 129 | 77 | 168% | 52 | 823 | 1,016 | 193 | 2,385 | 43% | (1,369) |
| Association dues | - | - | - | - | N/A | - | 150 | - | (150) | 500 | 0% | (500) |
| Credit card expense** | 17,831 | 20,922 | 3,091 | 26,915 | 78% | (5,993) | 81,352 | 82,519 | 1,167 | 117,012 | 71% | (34,493) |
| Bank charges | 671 | 527 | (144) | - | N/A | 527 | 2,692 | 3,152 | 460 | 2,500 | 126% | 652 |
| Cart lease | 13,358 | 13,358 | - | 13,153 | 102% | 205 | 91,868 | 90,612 | (1,256) | 78,918 | 115% | 11,694 |
| Cart maintenance | 152 | 1,656 | 1,504 | 500 | 331% | 1,156 | (1,700) | 6,387 | 8,087 | 3,000 | 213% | 3,387 |
| Cash (over)/short | 80 | - | (80) | - | N/A | - | 127 | - | (127) | - | N/A | - |
| Commission | - | - | - | 1,045 | 0% | (1,045) | - | - | - | 4,779 | 0% | (4,779) |
| Computer support (IBS) | 270 | 55 | (215) | - | N/A | 55 | 13,753 | 3,236 | (10,517) | - | N/A | 3,236 |
| Electric cart barn | 1,913 | 1,826 | (87) | 1,517 | 120% | 309 | 14,080 | 10,134 | (3,946) | 7,525 | 135% | 2,609 |
| Equipment repair/maintenance | - | - | - | 71 | 0% | (71) | - | - | - | 498 | 0% | (498) |
| Handicap system/GHIN | - | - | - | 97 | 0% | (97) | - | - | - | 701 | 0% | (701) |
| Internet access | - | - | - | 132 | 0% | (132) | - | 1,625 | 1,625 | 792 | 205% | 833 |
| Education | - | - | - | - | N/A | - | - | 2,123 | 2,123 | - | N/A | 2,123 |
| License/permits | - | - | - | - | N/A | - | 492 | - | (492) | 476 | 0% | (476) |
| Office supplies | - | - | - | 95 | 0% | (95) | 2,056 | 3,561 | 1,505 | 951 | 374% | 2,610 |
| Payroll | 42,929 | 52,858 | 9,929 | 46,071 | 115% | 6,787 | 275,085 | 285,352 | 10,267 | 255,844 | 112% | 29,508 |
| Payroll taxes & fees | 3,263 | 4,602 | 1,339 | 7,417 | 62% | (2,815) | 23,495 | 24,881 | 1,386 | 40,354 | 62% | (15,473) |
| Pay related group insurance | 1,437 | 226 | (1,211) | 4,607 | 5% | (4,381) | 6,632 | 1,354 | (5,278) | 25,066 | 5% | (23,712) |
| Pay related 401k match | 2,517 | 3,117 | 600 | 580 | 537% | 2,537 | 13,310 | 17,922 | 4,612 | 3,016 | 594% | 14,906 |
| Printing | - | - | - | - | N/A | - | - | - | - | 95 | 0% | (95) |
| Range | 803 | 5,086 | 4,283 | - | N/A | 5,086 | 14,085 | 20,105 | 6,020 | 18,000 | 112% | 2,105 |
| Repairs & maintenance | - | - | - | 71 | 0% | (71) | - | - | - | 357 | 0% | (357) |
| Scorecards/pencils | 268 | - | (268) | - | N/A | - | 2,410 | - | (2,410) | 4,000 | 0% | (4,000) |
| Storage unit | - | - | - | 81 | 0% | (81) | 670 | 1,235 | 565 | 486 | 254% | 749 |
| Supplies | 186 | 634 | 448 | 750 | 85% | (116) | 2,232 | 4,192 | 1,960 | 5,250 | 80% | (1,058) |
| Telephone | 1,377 | 196 | (1,181) | 208 | 94% | (12) | 4,752 | 1,190 | (3,562) | 1,248 | 95% | (58) |
| Towels | 173 | - | (173) | 432 | 0% | (432) | 3,583 | 272 | (3,311) | 2,592 | 10% | (2,320) |
| Trash removal | 1,467 | 1,601 | 134 | 600 | 267% | 1,001 | 8,825 | 9,416 | 591 | 3,600 | 262% | 5,816 |
| Uniforms | 2,614 | 2,456 | (158) | - | N/A | 2,456 | 5,292 | 8,502 | 3,210 | 4,000 | 213% | 4,502 |
| Water & sewer | 99 | 124 | 25 | 62 | 200% | 62 | 572 | 1,550 | 978 | 372 | 417% | 1,178 |
| Website | - | - | - | 55 | 0% | (55) | - | 102 | 102 | 330 | 31% | (228) |
| Uncoded | - | 5,646 | 5,646 | - | N/A | 5,646 | - | 5,749 | 5,749 | - | N/A | 5,749 |
| Total pro shop | 92,608 | 115,273 | 22,665 | 105,536 | 109% | 9,737 | 572,736 | 586,666 | 13,930 | 590,647 | 99% | (3,981) |

STONEYBROOK
STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND - GOLF
PRO SHOP & GOLF COURSE
FOR THE PERIOD ENDED MARCH 31, 2025

| | Current Month | | | | | | Year to Date | | | | | |
|---|------------------|------------------|----------------------------------|------------------|---------------------------------|---------------------------------|------------------|------------------|----------------------------------|------------------|---------------------------------|---------------------------------|
| | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual |
| Golf course | | | | | | | | | | | | |
| Alarm | 97 | 113 | 16 | 65 | 174% | 48 | 359 | 1,838 | 1,479 | 130 | 1414% | 1,708 |
| Association dues & seminars | - | 12,000 | 12,000 | 222 | 5405% | 11,778 | 1,045 | 13,427 | 12,382 | 5,750 | 234% | 7,677 |
| Bridge maintenance | - | - | - | - | N/A | - | 14,281 | - | (14,281) | - | N/A | - |
| Building maintenance | - | - | - | - | N/A | - | 779 | 8,215 | 7,436 | 12,500 | 66% | (4,285) |
| Chemicals | 13,108 | 22,744 | 9,636 | 22,807 | 100% | (63) | 77,452 | 76,792 | (660) | 79,247 | 97% | (2,455) |
| Contract labor | 3,895 | 2,627 | (1,268) | 1,150 | 228% | 1,477 | 11,312 | 12,693 | 1,381 | 5,622 | 226% | 7,071 |
| Cart path fill | 619 | - | (619) | - | N/A | - | 4,767 | 2,036 | (2,731) | 3,000 | 68% | (964) |
| Electricity maintenance bldg | 278 | 234 | (44) | 460 | 51% | (226) | 1,539 | 1,511 | (28) | 2,760 | 55% | (1,249) |
| Equipment lease JLG/American Pride | - | - | - | 1,500 | 0% | (1,500) | - | - | - | 9,350 | 0% | (9,350) |
| Equipment lease Toro Fiscal Year 2019 | 4,675 | 1,760 | (2,915) | - | N/A | 1,760 | 39,219 | 20,015 | (19,204) | - | N/A | 20,015 |
| Equipment lease - GE Capital Toro Equip (cap) | 319 | 240 | (79) | 250 | 96% | (10) | 1,758 | 1,439 | (319) | 1,500 | 96% | (61) |
| Equipment Lease-TCF Toro Lease 114 | 3,288 | 3,288 | - | 7,980 | 41% | (4,692) | 19,729 | 19,729 | - | 48,177 | 41% | (28,448) |
| Equipment Lease-TCF Toro Lease 115 | 3,162 | 3,162 | - | 3,300 | 96% | (138) | 12,025 | 18,975 | 6,950 | 20,050 | 95% | (1,075) |
| Equipment Lease-TCF Toro Lease 116 | 467 | 935 | 468 | 880 | 106% | 55 | 2,804 | 2,804 | - | 5,580 | 50% | (2,776) |
| Equipment Lease- Hunington Lease 309 | - | - | - | - | N/A | - | - | - | - | 3,000 | 0% | (3,000) |
| Equipment rental | 1,023 | 1,023 | - | - | N/A | 1,023 | 6,136 | 6,136 | - | - | N/A | 6,136 |
| Equipment repair | 6,387 | 6,863 | 476 | 5,500 | 125% | 1,363 | 39,027 | 49,492 | 10,465 | 33,000 | 150% | 16,492 |
| Fertilizer | 23,607 | 6,726 | (16,881) | 28,000 | 24% | (21,274) | 59,360 | 40,541 | (18,819) | 73,323 | 55% | (32,782) |
| Fuels/lubricants \$4.00 avg/gal | 2,107 | 2,181 | 74 | 4,500 | 48% | (2,319) | 12,691 | 11,610 | (1,081) | 27,000 | 43% | (15,390) |
| Fuel sales* | - | - | - | (48) | 0% | 48 | - | - | - | (432) | 0% | 432 |
| Golf service | - | 256 | 256 | 836 | 31% | (580) | 17,251 | 4,679 | (12,572) | 19,133 | 24% | (14,454) |
| Interest - bunker renovation | - | - | - | - | N/A | - | 1,296 | 13,171 | 11,875 | - | N/A | 13,171 |
| Irrigation water | 10,833 | 5,481 | (5,352) | 7,000 | 78% | (1,519) | 59,944 | 60,546 | 602 | 42,000 | 144% | 18,546 |
| Irrigation repairs | 527 | 1,261 | 734 | 1,250 | 101% | 11 | 5,321 | 9,953 | 4,632 | 7,500 | 133% | 2,453 |
| Lake bank restoration/GC Improvements | - | - | - | - | N/A | - | - | 14,400 | 14,400 | - | N/A | 14,400 |
| Capital outlay - bridge | 210,390 | - | (210,390) | - | N/A | - | 210,390 | 20,089 | (190,301) | - | N/A | 20,089 |
| License/permits | - | - | - | - | N/A | - | - | - | - | 240 | 0% | (240) |
| Mulch | - | - | - | - | N/A | - | 14,344 | 10,940 | (3,404) | 16,000 | 68% | (5,060) |
| Office supplies | - | - | - | 96 | 0% | (96) | 928 | 259 | (669) | 3,328 | 8% | (3,069) |
| Payroll | 58,713 | 63,207 | 4,494 | 69,791 | 91% | (6,584) | 398,886 | 405,475 | 6,589 | 413,440 | 98% | (7,965) |
| Payroll taxes & fees | 10,219 | 9,941 | (278) | 11,107 | 90% | (1,166) | 57,783 | 62,728 | 4,945 | 65,798 | 95% | (3,070) |
| Pay related group insurance | 7,873 | 345 | (7,528) | 7,452 | 5% | (7,107) | 45,991 | 1,225 | (44,766) | 44,712 | 3% | (43,487) |
| Pay related 401k match | - | - | - | 500 | 0% | (500) | - | - | - | 3,000 | 0% | (3,000) |
| Labor & benefits (Irrigation fund) | (4,428) | (4,428) | - | (4,428) | 100% | - | (26,568) | (26,568) | - | (26,568) | 100% | - |
| Labor & benefits (Common area maint.) | (2,084) | (2,084) | - | (2,131) | 98% | 47 | (12,504) | (12,504) | - | (12,786) | 98% | 282 |
| Ball field maintenance* | (1,500) | (1,667) | (167) | (1,750) | 95% | 83 | (9,000) | (10,000) | (1,000) | (10,500) | 95% | 500 |
| BMP/Safety (EPA req.) | 805 | 825 | 20 | 800 | 103% | 25 | 4,773 | 4,825 | 52 | 4,800 | 101% | 25 |
| Postage | 22 | 22 | - | - | N/A | 22 | 45 | 135 | 90 | - | N/A | 135 |
| Small tools | - | - | - | - | N/A | - | 284 | 2,052 | 1,768 | 4,000 | 51% | (1,948) |
| Sod | - | - | - | - | N/A | - | 6,925 | - | (6,925) | 3,000 | 0% | (3,000) |
| Supplies | 1,088 | 772 | (316) | 750 | 103% | 22 | 8,039 | 6,073 | (1,966) | 4,500 | 135% | 1,573 |
| Telephone | 91 | 207 | 116 | 400 | 52% | (193) | 1,713 | 3,709 | 1,996 | 2,400 | 155% | 1,309 |
| Top dressing | - | - | - | 1,558 | 0% | (1,558) | - | 1,119 | 1,119 | 10,560 | 11% | (9,441) |
| Trash removal | 702 | - | (702) | 1,400 | 0% | (1,400) | 5,105 | 6,352 | 1,247 | 8,400 | 76% | (2,048) |
| Trees & shrubs | - | - | - | 250 | 0% | (250) | 543 | - | (543) | 1,500 | 0% | (1,500) |
| Tree trimming | - | - | - | - | N/A | - | - | - | - | 3,000 | 0% | (3,000) |
| Tree removal | - | - | - | - | N/A | - | - | - | - | 3,000 | 0% | (3,000) |
| Uniforms | 487 | 569 | 82 | 750 | 76% | (181) | 2,503 | 2,942 | 439 | 6,000 | 49% | (3,058) |
| Wash rack maintenance | 300 | 25,602 | 25,302 | 525 | 4877% | 25,077 | 1,800 | 27,506 | 25,706 | 3,150 | 873% | 24,356 |
| Water & sewer | 482 | 610 | 128 | 500 | 122% | 110 | 2,756 | 4,288 | 1,532 | 3,000 | 143% | 1,288 |
| Miscellaneous | - | - | - | - | N/A | - | 5 | - | (5) | - | N/A | - |
| Uncoded | 368 | 2,420 | 2,052 | - | N/A | 2,420 | 14,812 | 2,634 | (12,178) | - | N/A | 2,634 |
| Total golf course | 357,920 | 167,235 | (190,685) | 173,222 | 97% | (5,987) | 1,117,648 | 903,281 | (214,367) | 952,164 | 95% | (48,883) |

STONEYBROOK
STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
NET POSITION - PROPRIETARY FUND - GOLF
PRO SHOP & GOLF COURSE
FOR THE PERIOD ENDED MARCH 31, 2025

| | Current Month | | | | | | Year to Date | | | | | |
|---|---------------------|---------------------|----------------------------------|---------------------|---------------------------------|---------------------------------|---------------------|---------------------|----------------------------------|---------------------|---------------------------------|---------------------------------|
| | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual | FY '24 Actual | FY '25 Actual | Variance Actual '24 to '25 | FY '25 Budget | Variance Budget to Actual | Variance Budget to Actual |
| Total golf course & pro shop expenses | 450,528 | 282,508 | (168,020) | 278,758 | 101% | 3,750 | 1,690,384 | 1,489,947 | (200,437) | 1,542,811 | 97% | (52,864) |
| Net golf course & pro shop earnings | 93,983 | 342,904 | 248,921 | 458,168 | 75% | (115,264) | 826,546 | 1,340,605 | 514,059 | 1,630,986 | 82% | (290,381) |
| Total revenues | 574,762 | 662,197 | 87,435 | 770,194 | 86% | (107,997) | 2,709,118 | 3,008,467 | 299,349 | 3,354,379 | 90% | (347,063) |
| Total cost of goods sold | 18,307 | 6,488 | (11,819) | 19,019 | 34% | (12,531) | 126,186 | 100,743 | (25,443) | 95,637 | 105% | 5,106 |
| Total expenses | 510,093 | 349,600 | (161,749) | 318,974 | 110% | 30,626 | 2,058,560 | 1,914,461 | (144,099) | 1,877,182 | 102% | 37,279 |
| NONOPERATING REVENUES/(EXPENSES) | | | | | | | | | | | | |
| Interest | (4,696) | (4,696) | - | (3,879) | 121% | (817) | (56,350) | (51,450) | 4,900 | (23,274) | 221% | (28,176) |
| Total other financing sources/(uses) | (4,696) | (4,696) | - | (3,879) | 121% | (817) | (56,350) | (51,450) | 4,900 | (23,274) | 221% | (28,176) |
| Change in net position | 41,666 | 301,413 | <u>\$ 261,003</u> | 428,322 | | <u>\$ (126,909)</u> | 468,022 | 941,813 | <u>\$ 473,791</u> | 1,358,286 | | <u>\$ (417,624)</u> |
| Total net position - beginning | 4,874,319 | 4,241,325 | | 5,027,716 | | | 4,447,963 | 3,600,925 | | 4,097,752 | | |
| Total net position - ending | <u>\$ 4,915,985</u> | <u>\$ 4,542,738</u> | | <u>\$ 5,456,038</u> | | | <u>\$ 4,915,985</u> | <u>\$ 4,542,738</u> | | <u>\$ 5,456,038</u> | | |

*FY is an abbreviation for fiscal year, which covers the time period from October 1 through September 30. In other words, FY 2022 refers to October 1, 2021 through September 30, 2022.

**This amount was previously budgeted for and reflected in Bank charges. The expenses have now been split and the budget amount is now reflected in Credit card expense.

**STONEYBROOK
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 March 25, 2025 at 9:00 a.m., at the Stoneybrook Community Center, 11800 Stoneybrook Golf Boulevard, Estero, Florida 33928.

Present:

| | |
|-----------------------------|---------------------|
| Eileen Huff | Chair |
| Chris Brady (via telephone) | Vice Chair |
| Adam Dalton | Assistant Secretary |
| Phil Olive | Assistant Secretary |

Also present:

| | |
|----------------|--|
| Chuck Adams | District Manager |
| Shane Willis | Wrathell, Hunt and Associates, LLC (WHA) |
| Tony Pires | District Counsel |
| Mark Zordan | District Engineer |
| Kyle Schulte | Head Golf Pro |
| John Vuknic | Golf Superintendent |
| Chase Marinell | Golf course Staff |
| Joyce Cornwell | Resident/HOA Treasurer |
| Tom Cornwall | Resident/HOA Landscape Committee Chair |
| Denis Oldani | Resident |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:00 a.m. Supervisors Olive, Dalton and Huff were present. Supervisor Brady was not present at roll call. Supervisor Simonsen was absent.

SECOND ORDER OF BUSINESS

Public Comments (5 Minutes)

Ms. Huff stated rules of civility will be in place. She urged the Board Members to let residents and other Board Members finish their statements, not interrupt and to be respectful through the entire meeting.

Resident and Master Board Member Denis Oldani discussed the 1999 Operations & Maintenance (O&M) Agreement between the HOA and the CDD. The HOA initiated discussion regarding renegotiating the outdated Agreement in 2024. He described correspondences that failed to resolve the matter and asked for an update. Mr. Pires apologized to Mr. Oldani and the

Board for the delay. At the workshop, there was discussion about removing the escrow provision; the document is being updated and will have a November 1, 2024 effective date.

It was noted that the work to be done in the preserves will proceed.

Mr. Oldani stated that the CDD's outstanding invoices will be paid upon receipt.

Mr. Brady joined the meeting via telephone.

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

Resident Rafael Hernandez reported that two light posts are out on the baseball field. Ms. Huff stated that it is an HOA matter. Mr. Hernandez complained about the baseball field conditions and suggested converting the field to grass or ordering field turf for the infield. A Board Member stated, while the CDD maintains it, capital improvements must be initiated by the HOA. Ms. Huff suggested Mr. Hernandez share his suggestions with the HOA.

Resident and Stoneybrook 2 Villas HOA Treasurer Joyce Cornwell thanked the CDD for helping rectify the water consumption overbilling issues. Credits were noted on the March bill. The Billing Department does have the correct correlation to adjusting the 120,000 gallons per month. They will continue to monitor the situation.

Resident and Chairperson of the Stoneybrook Villas 2 Landscape Committee Tom Cornwell shared a presentation with photos and stated the HOA Board is planning to have the HOA's 25 oak trees trimmed in April 2025. He asked for the CDD to trim trees on CDD property at Stoneybrook Gulf Drive and Portrush Run due to dead limbs encroaching on a villa. It was noted that the CDD typically trims hardwoods and palms twice per year. Ms. Huff stated, if the limbs are hanging over HOA property, the HOA can trim the trees up to the property line.

Mr. Vuknic will inspect the trees and advise.

Discussion ensued regarding current liability for tree limbs and damage.

THIRD ORDER OF BUSINESS

District Engineer Staff Report: Johnson Engineering, Inc.

Mr. Zordan stated the contractors will start the Duffy's driveway drainage realignment in late April. A preconstruction meeting will be scheduled within one week of the start date.

The consensus was for Mr. Olive and Ms. Paul to attend the meeting. Ms. Paul will find out if the Duffy's General Manager would like to attend.

FOURTH ORDER OF BUSINESS**Golf Course Staff Reports****A. Golf Superintendent**

Mr. Vuknic reported the following:

➤ Staffing: The golf course is fully staffed and has one extra staff member on the golf course because it was short-staffed for a long time and he was able to recruit qualified personnel. Common grounds is fully staffed and doing a good job. Staff is trimming the Clusia on the ball field. Soft work was done on common grounds, cul-de-sacs and Lancaster Run.

➤ The stump grinder is operational and working well; everything between #11 and #12 was addressed. Much remains to be done before the rainy season; the grounds are very dry.

➤ The new wash pad system for equipment will be delivered next week.

➤ The flowers are doing well. Some new plantings in the breezeway that were decimated by rabbits will be replaced with different plantings.

Mr. Vuknic discussed the dry conditions and the need to pay for the renovation. He suggested the CDD find a way to pay for the service fees and water usage.

Discussion ensued regarding methods of estimating water usage, areas that must stay green and can remain dry and the need to water stressed areas.

It was noted that the greens should be maintained during season. Ms. Huff stated, at the next meeting, the Board can discuss whether to sacrifice the fairways during the renovation to save on irrigation costs; a memo can be sent to the community, if necessary.

B. Golf Pro

Mr. Schulte reported the following:

➤ Staffing: Two starter rangers are currently out; coverage is adequate.

➤ March rounds increased by approximately 400; revenues increased by \$128,000, equating to approximately 30%.

➤ The driving range is doing very well. A donated target was installed by Florida Fountains.

Mr. Schulte stated that the number of April pre-booked rounds is down significantly and Canadian public players are leaving Florida early. He asked for approval to reduce rates as the course is drying out. The turnout for the Wednesday and Saturday leagues was very poor;

feedback indicated that the two-day event fee was too high. For next year, he suggested setting the rates at the same levels as the in-house league reflected in the Pro Shop credit book. He suggested April rates be reduced approximately \$10, across the board, and giving him flexibility toward the end of the month as summer approaches.

Ms. Huff expressed support for reducing the rates and noted that Stoneybrook is not the only course looking dry. She supports reducing rates for the women's league, two men's leagues, and other long-term groups, due to their longtime support.

Discussion ensued regarding leagues, group play, schedules and rate adjustments.

Mr. Schulte stated poor turnout affects staff and community morale. It was noted that the maximum rates were published. Mr. Schulte can reduce April rates by \$10 to \$20.

➤ Quotes will be requested to cover the driving range.

➤ The Monday 4:00 p.m. couples' league is growing quickly; single players can bring a child, a close friend or a relative. Partners can play scramble within the community.

Ms. Huff noted that single individuals can partner with other singles.

Discussion ensued regarding the March 10, 2025 Workshop discussions about leadership and direction changes for the Junior Golf Program. The following was noted:

➤ Mr. Chase Marinell will be engaged as a contractor to lead Junior Golf.

➤ Mr. Renaud will continue working with Junior Golf beginning with the 2025 school year.

➤ Mr. Marinell will use the chipping green and the two covered areas at the end.

➤ Mr. Marinell will set up a Golf Genius account for himself, Mr. Renaud and Mr. Schulte.

➤ The Board will not have access to the round and participant information; all information will be on Golf Genius.

➤ Mr. Renaud will continue paying the \$250 until September.

It was noted that the Chase 'n Birdies afterschool program was held on Wednesdays and Thursdays, with pickup at Pinewoods at 2:10 p.m. The program ends at 3:50 p.m. Additional weekday and Saturday classes will be added for students of all ages.

➤ The afterschool program will be held on Tuesdays and Wednesdays for 15 Pinewoods students. Night/evening classes will be offered for 15 to 30 students from 5:00 p.m. until 6:30 p.m. on a day of the week to be determined.

➤ Saturday Junior Golf will continue from 9:00 a.m. to 10:30 a.m. and 11:00 a.m. to 12:00 p.m. Camps will be offered in June, July and August, and a three-hole tournament is possible. Volunteering opportunities will be available.

Ms. Huff stated the consensus was for the CDD to consider taking a percentage of the income generated from July 1 to July 31, to be paid by Mr. Marinell on the tenth of the following month. When the afterschool program begins, it will be called Chase 'n Birdies Afterschool; Mr. Marinell will no longer pay the \$250 per month once the program begins. Regarding marketing, the Board encourages golf vendors, shops and interested community members to share and post flyers. Board Members will assist on a one-on-one basis.

FIFTH ORDER OF BUSINESS**Board Member Reports****A. Phil Simonsen**

- Update: Golf Course Redo**

Ms. Huff stated that she has no update from Mr. Simonsen. She asked for Mr. Simonsen to provide minutes of each golf meeting and submit them to Mr. Adams so all Board Members can be informed. Mr. Adams will ask Mr. Simonsen to do so. It was noted that it would be difficult for Mr. Simonsen to take minutes and Tom takes notes. Ms. Huff suggested Mr. Simonsen submit Tom's notes from previous meetings.

A Board Member discussed the new \$30 million golf course built at SaltLeaf, for which the total debt service cost was \$68 million.

Discussion ensued regarding determining how much will be invested in the golf course, accounting for debt service costs, the need to determine a timeline and options, engineering studies, irrigation and drainage and the need for transparency and documentation before voting occurs.

Mr. Pires stated timing benchmarks can be included in the contract. Mr. Adams recalled that the estimated total cost of \$6 million, including costs of issuance and debt service reserve, would provide approximately \$5 million in construction funds.

Ms. Huff asked for Mr. Gordy to be invited to the April meeting.

The Board and Staff discussed proposed renovations, including greens work, irrigation and surrounds. It was noted that the fairways are good; new grass might be installed in five years.

Mr. Adams stated part of the discussion includes roll off of the current annual payment towards this financing.

It was noted that the range will be kept open during construction. It was suggested that summer maintenance be performed on nine holes at a time.

Staff members discussed the benefits and considerations in favor of maintaining all 18 holes at the same time, including additional construction costs; weather; and the better greens quality from consistent watering and planting. Golf staff suggested budgeting for the loss of revenue in order to attain a much better result from the renovations.

Discussion ensued regarding the longevity of the irrigation and the greens redone in 2010, the sandy condition of the course and issues related to previously installed surfaces.

Mr. Vuknic stated he does not agree with not doing the greens drainage.

The consensus was that artificial turf will not be considered.

It was noted that an option for the green replacement should be presented.

Ms. Huff voiced her opinion that other options should have been presented when the HOA was doing the last renovations. It was noted that the cost to re-grass the course is minimal when the course is shut down.

It was noted that an 18-hole public course called Cypress Shadows will be constructed in Estero. Mr. Vuknic stated, when the old Corkscrew Golf Course reopens next year following renovations, it will be a private club so it will not be a competitor in 12 months.

B. Phil Olive

- **Update: Common Grounds**

Mr. Olive stated the grounds look good despite extreme dryness.

- **Update: Duffy's**

This item was discussed below.

- **Repair of Fencing Surrounding Community to Lessen Opportunity of Bears/Hogs Encroachment on Golf Course**

Mr. Olive stated Mr. Adams is speaking with the fence company. Information was sent to the Village; the permit is pending. Mr. Adams will advise when it is issued so the project can proceed. It was noted that the fence line will extend behind the maintenance facility.

Mr. Olive stated that residents questioned the fence. He indicated that it is required to protect the preserve. The fence will be 6' high; the cost is not much greater and the goal is to mitigate issues and keep as many animals as possible out of the CDD.

- **Update: Duffy's**

This item was presented out of order.

Mr. Olive stated that Ms. Paul emailed the Board about various items. She is working on the dumpster issue and to have WastePro switch the dumpster. All the temperature checks on the HVAC were completed; blower fans and parts were replaced, which left one 10-T unit down for approximately five days. Parks took longer than expected; the unit is now operational. The time clock is adjusted and seems to be functioning properly.

It was noted that the parking lot lights were off this morning. The timer will be checked and Mr. Olive will be advised of the status.

Mr. Olive stated that Coastal Canvas will provide a proposal for a sail material cover for the range; it is the least expensive option. A proposal will also be provided to cover 100' at the range; coverage can be increased to the full 300' if desired. Connections will be made to walls; the sail segments can be taken down for a hurricane. A bid will be provided for a 50' x 50' space. It was noted that the tent will be removed in early May. The last concert is in mid-April.

Mr. Olive would like to add the range cover and the patio cover to eliminate the tent completely. It was noted that the CDD will work with Duffy's regarding sharing the space. Mr. Olive suggested covering a third area to create another usable space; he will obtain a proposal.

Discussion ensued regarding covering the range, expanding the tees, adding 10 additional spots, expanding the concrete and the mats, fencing along #18 and a golfer's suggestion to add two mats by the chipping green.

It was noted that Village approval might be needed for the awnings. Staff will inquire whether Village permits are required.

A Board Member observed that water running from the dumpster seems to be related to the mop cleanout area. A shorter hose should be provided to ensure that wastewater is dumped down the drain and not into the lakes.

The consensus was to avoid attaching sails to buildings unless necessary.

Mr. Vuknic stated he requested an estimate for a retaining wall on #10 and #18.

C. Chris Brady

- **Update: Email and Other Communications**

There was no update.

D. Adam Dalton

- **Update: Revenues**

Mr. Dalton reviewed the February 2025 Unaudited Financials Statement of Revenues, Expenses and Changes in Net Position for the Proprietary Fund – Golf. He found the financials

to be reliable and noted that February 2025 revenue was up 20% versus February 2024. Through last week, March revenue is also up significantly due to the good weather. The year-to-date total is up 10% from 2024.

- **Update: Roof with Wildcat and Insurance Issues**

There was no update.

E. Eileen Huff

- **Update: Expenses via QuickBooks**

- **Update: Maintenance Department**

Ms. Huff stated she reviewed the QuickBooks data. Mr. Schulte is working with vendors who owe the CDD credits to ensure the credits are applied. Expenses are within acceptable levels. It was noted that \$20,417 was reallocated to the "Accounting Services" line item.

SIXTH ORDER OF BUSINESS

Consideration: Hurricane Ian Roof Claims Representation Agreement

Mr. Pires distributed and presented his revisions to the Agreement and an Addendum for local government requirements and insurance requirements. Mr. Dalton stated that the roof was confirmed to be new prior to the date of claim. The Maintenance Facility, Cart Barn and Pumphouse Agreements are the three to be executed. Mr. Pires will forward the Agreements to HL Law Group; any further changes will be made to this Agreement.

Discussion ensued regarding the Representation Agreement.

Mr. Pires stated that they failed to include the hourly rates and deleted the reference to "mortgage". He noted that they agreed to the E-Verify and Public Records Addendum in the redlined version.

On MOTION by Mr. Dalton and seconded by Ms. Huff, with all in favor, the Hurricane Ian Roof Claims Representation Agreement, as amended to include hourly language, and authorizing the Chair to execute, was approved.

SEVENTH ORDER OF BUSINESS

Continued Discussion: Lancaster Run Conveyance to District

Mr. Pires stated that, after speaking with Mr. Zordan, he emailed graphics to Village of Estero Community Development Director Mary Gibbs. He called Ms. Gibbs to ensure that a

lease of the roadway segments will not trigger any setback issues or constitute any subdivision. Village Code typically refers to street rights-of-way (ROW) and easements. An update will be provided at the next meeting.

EIGHTH ORDER OF BUSINESS**Review of Gordon G. Lewis Response to RFQ for Golf Course Architect-Engineering Services****A. Ranking/Evaluation****B. Authorization to Negotiate and Finalize Contract(s)**

Mr. Adams stated the Request for Qualifications (RFQ) for Golf Course Architect-Engineering Services was advertised and Gordon G. Lewis (GGL) was the sole respondent. As such, there is no need to go through the scoring and ranking process; the Board can deem GGL as the most qualified and responsive respondent and direct Staff to enter into an agreement with GGL. He recalled discussion about conducting a similar exercise for the Irrigation Designer; however, Mr. Lewis will engage the contractor under his scope of work.

Mr. Pires stated the 30, 60 and 90-day milestones can be included in the Agreement.

Mr. Adams stated the Engineer will provide a scope of work.

Mr. Pires noted that the use of in-house irrigation will be approved accordingly.

On MOTION by Mr. Dalton and seconded by Mr. Olive, with all in favor, deeming Gordon G. Lewis the most qualified and responsive bidder to the RFQ for Golf Course Architect-Engineering Services and authorizing Staff to negotiate a contract and prepare an Agreement with Gordon G. Lewis, was approved.

NINTH ORDER OF BUSINESS**Discussion: CDD Website**

Mr. Dalton discussed issues with the CDD website, which was created in 1998. He stated that moving the CDD website to the company utilized by District Management for its other clients will cost approximately the same as 18 months of the annual maintenance cost. Mr. Adams discussed the transition to Strange Zone, Inc., including the one-time build fee, which includes transfer of the URL, and the \$715 annual maintenance fee. It was noted that the CDD website will also be certified as an ADA Compliant website.

On MOTION by Mr. Dalton and seconded by Ms. Huff, with all in favor, the Strange Zone, Inc., proposal for District Website Services, Design, Maintenance and Domain, in the amount of \$1,679.99, was approved.

TENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements**

A Board Member thanked Staff for getting the information updated.

Mr. Schulte discussed his meeting investigating a new point-of-sale system to streamline entry into QuickBooks. Mr. Jeff Pinder was helpful in this regard. Ms. Huff stated that Mr. Pinder and Rouyi Pan were included in the meeting to inject what they actually needed. Mr. Schulte discussed the meeting and stated that Mr. Pinder is supportive of the new system.

Mr. Pires was asked to find out if the CDD can terminate its contract with Golf Now.

Mr. Schulte will forward the Agreement to Mr. Pires.

Discussion ensued regarding the 30 to 90-day transition process to occur over the summer, data to be collected, transaction fees and increased transparency.

It was noted that the Golf Foundation will be excluded from the system.

This item will be included on the next meeting agenda.

A. as of November 30, 2024

B. as of December 31, 2024

C. as of January 31, 2025

D. as of February 28, 2025

A Board Member asked for a summarized list of the Capital Projects Series 2022-1 expenditures. Mr. Adams stated it will be provided.

Mr. Adams will research why the "Assessment levy" line item is at 140% of budget.

Ms. Huff noted that the concession is a loss leader and asked if vending machines should be considered.

A Board Member noted that one staff member's job is to be on the course during the day. Currently several areas are short-staffed.

Discussion ensued regarding the importance and efficiency of beverage cart service, addition and placement of vending machines, marketing kiosks with vending machines inside, use of food trucks and promotion of Duffy's.

Ms. Huff will work with the Golf Now representative. She asked for additional information to be sent to Mr. Adams for him to disseminate before the next meeting.

It was noted that the "Copy machine lease" line item likely refers to one of Mr. Vuknic's pieces of equipment.

Ms. Huff will get more information on the "Insurance" expenditure. It was noted that, when the current claim is completed, the premium will probably increase significantly.

A Board Member questioned a \$20,000 expenditure for "Bridge- capital outlay" and voiced his belief that all the capital outlay was utilized in Fiscal Year 2024.

Discussion ensued regarding the "Irrigation water" line item, which increased 10% compared to the previous year, and the need for a new methodology to improve budgeting.

A Board Member wondered if the "Equipment lease", which is under budget, could be related to the copier expenditure. Mr. Vuknic stated it relates to a workman being used on a month-to-month basis.

It was noted that the last storage unit expenditure is related to cleaning it out.

On MOTION by Mr. Dalton and seconded by Mr. Olive, with all in favor, the Unaudited Financial Statements as of November 30, 2024; December 31, 2024; January 31, 2025; and February 28, 2025; as presented, were accepted.

ELEVENTH ORDER OF BUSINESS

Approval of Minutes

A. February 25, 2025 Regular Meeting

The following changes were made:

Line 35: Add "and other Board Members" after "residents"

Line 37: Add "for Portrush" after "billing"

Line 19: Delete "(via telephone)"

Line 209: Insert "Mr. Pires left the meeting at 8:19 p.m. and shortly thereafter rejoined the meeting via telephone."

Line 292: Change "a letter" to "an email"

Line 24 and throughout: Change "Marinelli" to "Marinell"

Line 139: Change "be paid" to "pay"

Line 150: Change "Scott" to "Marinell"

Line 151: Delete "both" and "and Mr. Scott"

On MOTION by Mr. Dalton and seconded by Mr. Olive, with all in favor, the February 28, 2025 Regular Meeting Minutes, as amended, were approved.

B. March 10, 2025 Workshop

On MOTION by Mr. Dalton and seconded by Mr. Olive, with all in favor, the March 10, 2025 Workshop Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Tony Pires, Esquire

Discussion ensued regarding the need for an Agreement with Mr. Marinell, to be effective September 1, 2025. The terms will be emailed to Mr. Pires to prepare the Agreement.

Mr. Brady left the call.

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

I. Irrigation Reports

a. High Irrigation Users

b. Irrigation Disconnect

These items were included for informational purposes.

Mr. Dalton read his email to Mr. Adams asking for Mr. Pinder and/or other District Management representatives to attend the next CDD meeting. He expressed concern about delays in delivering financials. He thinks Board Members have questions and asked for the contract between the CDD and Wrathell, Hunt and Associates (WHA) to be emailed to the Board Members. He thinks Mr. Adams does an excellent job but questioned if District Management is adequately staffed given its recent growth and delays with reports. Mr. Adams stated that delays occur when Accounting staff must fight with vendors regarding point-of-sale services that are imperative to providing accurate financials. He stated that Accounting staff is spending an inordinate amount of time working with that vendor and strict deadlines must be met in order to produce the financials early enough to be included in the agenda packages. He noted that a big step has been taken toward fixing a problem that has persisted for years. He encouraged Mr. Schulte to include Mr. Pinder and the Golf Now employee in the meeting and stated implementation of the new system is highly beneficial as a result of the last meeting.

Discussion ensued regarding the District Management contract, the Addendum to the contract that was executed when District Management took over the Accounting from Lennar, the need for monthly financials and the transition from Golf Now to the new service provider.

Ms. Huff stated she told Mr. Pinder she wants consistent calls with him and with the contractor. She welcomes suggestions to improve processes.

Mr. Vuknic stated he will create updated policies and procedures. Some issues have arisen from unpaid invoices. He stated weekly financials are needed. Mr. Adams stated that Accounts Payables are run at least weekly. For prompt payment, invoices should be sent to District Management as they are received, not held and sent in batches. If the invoices are in the system, there is no reason for them not to be paid.

Discussion ensued regarding QuickBooks processes and developing better procedures to increase efficiency. It was noted that some invoices can be sent directly to District Management for automatic payments, while others will be driven at the time of sale.

II. UPCOMING MEETING DATE: April 22, 2025 at 9:00 AM

○ QUORUM CHECK

THIRTEENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Olive believes that Board Members should not be directly involved in operations and suggested the Board consider engaging a golf operations management company to work in conjunction with District Management.

Discussion ensued regarding the role and services provided by a General Manager, the role of Board Members and the cost of engaging a company such as Lifestyle Golf Management, Troon Golf, or Coral Hospitality.

Mr. Pires suggested the Board determine a scope of service to help proposers understand what the Board is looking for. The consensus was for Board Members to email their suggestions to Mr. Adams. This item will be included on the next agenda.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Huff and seconded by Mr. Dalton, with all in favor, the meeting adjourned at 11:49 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
AI**



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

REPRESENTATION AGREEMENT

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

1. ATTORNEY’S FEES.

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

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

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

2. MISCELLANEOUS.

- A. No Mortgage
- B. Client understands that Client has certain obligations pursuant to the insurance policy and that failure to comply with these obligations could result in a denial of Client's claim. Client agrees to comply with all insurance policy requirements.
- C. This Agreement may be cancelled by written notification to the Firm at any time within three (3) business days of the date this Agreement was signed, as shown below, and if cancelled the Client shall not be obligated to pay any fees to the Firm for the work performed during that time. If the Firm has advanced funds to others in representation of the Client, the Firm is entitled to be reimbursed for such amounts as the Firm has reasonably advanced on behalf of the Client.
- D. The Client has, before signing this Agreement, received and read the Statement of Client's Rights and understands each of the rights set forth therein. The Client has signed the statement and received a signed copy to refer to while being represented by the Firm.
- E. Client acknowledges that Firm will likely be required to file suit on Client's behalf in connection with the representation hereunder. By signing below Client authorizes and consents to the Firm filing suit on Client's behalf in connection with the damages described in Section 1.A., above.
- F. If the Client elects to discharge the Firm without cause before a settlement or award of attorneys' fees, the Client shall be responsible for reasonable attorneys' fees (to be calculated on an hourly basis as follows: \$475.00/hour for associates; and \$550.00/hour senior attorneys and partners) and costs associated with the representation, from the date of this Agreement until discharge, at a rate to be determined by a court of competent jurisdiction.
- G. The Firm has the right, upon reasonable notice, to withdraw and terminate its obligations under this Agreement, in accordance with the Rules regulating the Florida Bar. If this Agreement is cancelled by the undersigned Attorney because the Client's conduct would (1) make the representation legally impossible or (2) cause the Firm to violate an ethical rule of the Rules Regulating The Florida Bar, then the Firm will be entitled to payment for all services rendered, and any costs incurred by the Firm up to the date of withdrawal. If the Firm has advanced funds to others in representation of the Client, the Attorney is entitled to be reimbursed for such amounts as has been reasonably advanced on behalf of the Client.
- H. The Firm shall have a lien upon the Client's claim that shall attach to the proceeds of Client's recovery, if any. The Firm shall not be in any way obligated to waive such fee lien until the fees and all costs have been fully paid. The Firm shall not be liable to the Client in any way whatsoever for any loss the Client may incur or suffer in connection with the fee lien or the Firm's exercise of its right to secure full payment of legal fees and costs under this Agreement. Should it be necessary to institute legal proceedings to collect fees or costs due pursuant to this Agreement, Client agrees to pay all reasonable attorney's fees and costs incurred by the Firm pre-suit and after filing. Client also agrees that if a dispute arises between Client and Firm, that any matters concerning or related to this Agreement shall be resolved in a state or federal court in Broward County Florida, which shall be the exclusive forum for litigation concerning this Agreement or any aspect of the Firm's engagement. By signing below, Client consents to personal jurisdiction in such courts.

- I. This Agreement contains the entire understanding of Client and Firm. Client acknowledges receiving a copy of this Agreement.
- J. The terms and conditions in the attached Addendum As To E-Verify And Public Records is incorporated in full into this Agreement

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

as Authorized Signatory for Stoneybrook
Community Development District

Date: _____

Print Name

Authorized Signatory Title

HL LAW GROUP, P.A.



By: _____
For the Firm

Date: April 10, 2025

STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES

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

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

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

as Authorized Signatory for Stoneybrook
Community Development District

Date: _____

Print Name

Authorized Signatory Title

HL LAW GROUP, P.A.



By: _____
For the Firm

Date: April 10, 2025

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

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

The Florida Insurance Guarantee Association (“FIGA”) is a governmental entity that protects policyholders when their insurance company becomes insolvent or bankrupt. FIGA is not responsible to pay the policyholders’ attorneys’ fees unless FIGA affirmatively denies coverage for the insurance claim. In the event Client's Insurance Company is taken over by FIGA, the Client agrees that the Firm’s fee for services pursuant to this Agreement is 20% of the gross proceeds recovered, pursuant to Section 1.B. of the Representation Agreement.

Dated this 16th day of January, 2025.

as Authorized Signatory for Stoneybrook
Community Development District

Date: _____

Print Name

Authorized Signatory Title

HL LAW GROUP, P.A.



By: _____
For the Firm

Date: April 10, 2025

Informed Consent Form

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

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

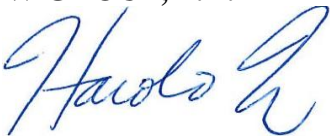
Date: _____

as Authorized Signatory for Stoneybrook
Community Development District

Print Name

Authorized Signatory Title

HL LAW GROUP, P.A.



By: _____
For the Firm

Date: April 10, 2025

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

ALL

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

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

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

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

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

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

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1. ~~The~~ The above recitals are true and correct and incorporated by reference herein.

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2. The Association shall operate and maintain the following systems and facilities of the District, denoted as "HOA" on the attached Exhibit "A," "HOA-CDD O&M Agreement Proposal,"

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Revised 9/23/2024, at a minimum in compliance with all applicable statutes, ordinances, administrative rules and regulations, and development orders and permit requirements:

- A. Roadway striping, signage, and traffic calming.
- B. Access control and security including guardhouse, gates, cameras, streetlights, and security/access control vendor.
- C. Water management and drainage consisting of valley gutter cleaning, lakes/ponds aerators, and vegetation control/management.
- D. Sidewalks, walking/bike path cleaning (and monitoring for safety hazards), and emergency safety repairs.

3. ~~The District shall cooperate and take such actions as are reasonably necessary, for the Association to obtain required approvals from governmental agencies with jurisdiction to allow for roadway striping, signage, and/or traffic calming improvements and install same pursuant to Paragraph- 1.A of this Agreement, including providing any required assignments, signing such other forms, and taking other actions as reasonably necessary to obtain such approval, subject to and consistent with applicable standards, including but not limited to the latest edition of the Manual on Traffic Control Devices.~~

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

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

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

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~~Association. Within fifteen (15) days after receipt by the Escrow Agent and the Association, the paid invoice amount shall be released to the District for the executed conservation area maintenance work. The District, in consideration of Ten (\$10.00) Dollars, the receipt and sufficiency of which is accepted, through the signing of this Agreement, and to the extent authorized by Florida law and without waiving, extending, or expanding the limited waiver of sovereign immunity in Section 768.28, Florida Statutes, shall hold harmless, defend, and indemnify the Association, its directors, officers, members, employees, management, agents, and its successors and assigns, from any and all claims, suits, and actions, including claims for reasonable attorneys' fees and all costs of litigation, and judgments of any names and description, arising out of or incidental to the condition of the conservation areas immediately prior to the execution of this Agreement.~~

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

~~4. 8. The term of this Agreement is for a period of five (5) years commencing that~~
~~commenced as of on October 1, November 1,~~

2024, and shall be automatically renewed for additional one-year periods after ~~September~~
~~December 30~~ October 31, 2029, unless either ~~party~~ Party provides the other ~~party~~ Party at least ~~ninety~~
(90) days written notice of its intent not to renew. ~~District may cancel this Agreement at any time for~~
~~any reason in its sole discretion upon providing at least 90 days written notice to the Association of its~~
~~intent to cancel this Agreement. The District may terminate this Agreement for convenience in its sole~~
~~discretion, upon providing not less than ninety (90) days written notice of termination to the Association~~

2. ~~The~~ Association shall be solely responsible for the staffing, budgeting, financing,
billing, and

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

3. ~~The~~ Association shall procure at its expense, and at all times include the District as
—an additional named insured on comprehensive liability insurance policies to cover the
operation and maintenance responsibilities ~~of the Association~~ set forth in this Agreement.
Comprehensive liability insurance shall be in amounts ~~determined by outlined in the attached Exhibit~~
~~"C", the Association's insurance carrier, with input from the District Manager,~~

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4. Should any of these policies be cancelled, the Association will instruct the issuing company to mail thirty (30) days written notice to the District of such cancellation. The Association, in consideration of Ten (\$10.00) Dollars, the receipt and sufficiency of which is accepted, through the signing of this Agreement, shall hold harmless, defend, and indemnify the District, its supervisors, agents and employees, from all claims, suits and actions (whether for negligence or otherwise), including claims for attorney's fees and all costs of litigation, and judgments of any name and description, arising out of or incidental to the performance of this Agreement, or work performed thereunder. This Section does not pertain to any incident arising from the sole negligence of the District.

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

The Association, in consideration of Ten (\$10.00) Dollars, the receipt and sufficiency of which is accepted through the signing of this Agreement, shall hold harmless, defend, and indemnify the District, its directors, officers, members, employees, management, agents, and its successors and assigns from any and all claims, suits, and actions, including claims for reasonable attorneys' fees and all costs of litigation, and judgments of any names and description, arising out of or incidental to the Association's performance of this Agreement or work performed thereunder. This paragraph does not pertain to any incident arising from the sole negligence or misconduct of the District.

5-12. Public Records. The following provisions are required by §Section 119.0701, Fla. Stat.,

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and may not be amended. The Association shall keep and maintain public records required by the District to perform the services required under this Agreement. Upon request from the District's custodian of public records, the Association shall provide the District with a copy of any requested public records, or to allow the requested public records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Association shall ensure that public records that —are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Association does not transfer the public records to the District. Upon completion of the Agreement, the Association may transfer, at no cost, to the District, all public records in possession of the Association or keep and maintain public records required by the District, to perform the services required under the Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential, and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the District's information technology systems. The failure of the Association to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, for which, the District may terminate the Agreement.

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

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

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

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compliance.

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

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

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

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B. The District, the Association, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. — or the provisions of this section, shall terminate the contract with the person or entity.

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

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

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D. —

E. —Subcontracts. For all contracts incidental to carrying out rights and responsibilities under this Agreement, Association—the Parties or their respective subcontractors, shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors

to include these clauses in any lower tier subcontracts. ~~Association~~ The Parties shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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E.

~~42-15.~~ 15. Entire Agreement. This Agreement, including any Exhibits, constitutes the entire

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

~~13.~~ 16. ~~Notices.~~ All notices required under this Agreement must be in writing and sent via U.S.

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

~~14-17.~~ 17. The validity, construction and effect of this Agreement shall be governed by the laws of

the State of Florida. All claims and/or dispute resolution concerning this Agreement, whether ~~15.~~ by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. Any litigation between the ~~parties~~ Parties arising from this Agreement shall be conducted in a State of Florida court of appropriate jurisdiction, in Lee County, Florida. In the event of any litigation and/or binding arbitration arising out of this Agreement, the prevailing ~~party~~ Party shall be entitled to recover from the non-prevailing ~~party~~ Party reasonable costs and attorney's fees. The unenforceability or invalidity of any provisions hereof will not render any other provisions herein contained unenforceable or invalid.

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

~~12-18.~~ 18. This Agreement may only be amended in writing executed by both ~~parties~~ Parties.

19. This Agreement ~~shall become~~ is effective ~~on as of October~~ November 1, 2024.

[SIGNATURES FOLLOW ON NEXT PAGE]

~~13.~~

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

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STONEYBROOK COMMUNITY
DEVELOPMENT DISTRICT

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By: _____
Chair

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Attest:

Secretary

STONEYBROOK A GOLF COURSE
COMMUNITY OF FORT MYERSESTERO,
INC.

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Witnesses: By: _____
Its: President

Printed Name

Signature

Printed Name

Signature

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HOA - CDD O&M Agreement Proposal

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

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

EXHIBIT "C"

Each Certificate of Insurance submitted to the DISTRICT shall be original and shall be executed by an authorized representative of the insurance company licensed in the State of Florida affording coverage.

Each Certificate of Insurance shall be addressed to the STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT, ATTN: DISTRICT MANAGER, at the address listed at the beginning of this Agreement.

- Each Certificate of Insurance shall specifically include all of the following:
- The name and type of policy and coverages provided; and
- The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and
- The date of expiration of coverage; and
- The designation of the DISTRICT both as an additional insured and as a certificate holder. (This requirement is excepted for Workers' Compensation Insurance); and
- A specific reference to the Agreement and the Project to which it pertains.

The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days advance written notice to the Certificate Holder named."

A statement indicating any services or work included in or required under the Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Proposer's insurance policy(s). Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of the Agreement, the Association shall furnish to the DISTRICT renewal or replacement Certificate(s) of Insurance, not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Association to provide the DISTRICT with such renewal certificate(s) shall be considered justification for the DISTRICT to terminate the Agreement.

If any of the required insurance coverage(s) expire on the date indicated on the approved Certificate(s) of Insurance without the DISTRICT having received satisfactory evidence of renewal or replacement, the Association shall automatically and without further notice stop performing all previously authorized services and work.

COMMERCIAL GENERAL LIABILITY

- Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:
 - Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$2,000,000.
- Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
- This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. Gateway Services CDD, its officers and employees shall be included as Additional Insured.

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
AIII**

**ORDER FORM**

SO-49745

This Order Form, subject the terms and conditions of the Agreement (as defined below), is entered into between GolfNow, LLC ("GolfNow") and Stoneybrook Community Development District ("Client") (individually, a "Party" and collectively, the "Parties"), effective as of the Effective Date set forth below, and shall govern GolfNow's provision of software, marketing, and/or technology services for Client's Golf Courses and/or Off-Course Facilities (each, a "Property" or collectively, "Properties") listed below.

| | | |
|---|------------------------------------|--|
| GolfNow: 7580 Golf Channel Drive Orlando, FL 32819 | Client (Legal Entity Name): | Stoneybrook Community Development District |
| | Client's Mailing Address: | 21251 Stoneybrook Golf Dr Estero, FL 33928 USA |
| | Client's Golf Courses: | Stoneybrook Golf Club - Estero, FL |

| | | | |
|---------------------|-------------------------|--------------------------------|--------------------|
| Prepared By: | Sean Roberts | Client's Contact Name: | Eileen Huff |
| Phone: | (407) 790-1249 | Client's Contact Phone: | (239) 948-3933 |
| Email: | sean.roberts@nbcuni.com | Client's Email: | elhuff@comcast.net |

TERM AND RENEWALS: The Initial Term of this Agreement shall be effective as of the last date of the last signature written below (the "Effective Date") and shall expire August 8, 2026 thereafter and shall be non-cancellable, except as provided herein. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TWO (2) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO ANY RENEWAL TERM.**

PRODUCT(S) & SERVICE(S)

| Property | Product |
|------------------------------------|-------------------------------------|
| Stoneybrook Golf Club - Estero, FL | Golf365 GolfNow |
| Stoneybrook Golf Club - Estero, FL | Golf365 Pro Full System |
| Stoneybrook Golf Club - Estero, FL | Call Center Answers Staff-on-Demand |
| Stoneybrook Golf Club - Estero, FL | Spotlight |
| Stoneybrook Golf Club - Estero, FL | Business Intelligence Inventory |
| Stoneybrook Golf Club - Estero, FL | Website Standard |
| Stoneybrook Golf Club - Estero, FL | Pre-Paid Rounds Partial |
| Stoneybrook Golf Club - Estero, FL | Business Intelligence Course Intel |
| Stoneybrook Golf Club - Estero, FL | Payments Golf365 Pro |



| | |
|------------------------------------|------------------------|
| Stoneybrook Golf Club - Estero, FL | Booking Engine GolfNow |
|------------------------------------|------------------------|

PERFORMANCE FEE PAYOUT TO CLIENT

GolfNow agrees to provide Client with a "Performance Fee" as outlined below:

| Amount | Frequency | Expected Payment Date | Property |
|----------------|-----------|-----------------------|------------------------------------|
| \$1,500.00 USD | One Time | March 1, 2025 | Stoneybrook Golf Club - Estero, FL |

In the event Client breaches this Agreement, Client shall reimburse GolfNow for any Performance Fees and/or Technology Fees paid to Client within the twelve (12) months prior to the Non-Compliance Event.

TOTAL PAYMENT(S)

Trade Payment Terms

| | |
|---|---|
| Payment Number: PD2-63810/CAP-79348 Stoneybrook Golf Club - Estero, FL Trade Provided: All Days Trade Load Time: 7:08 AM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times | Days In Advance to Load: 30 Trade Time will be posted each year from 1-May until 30-November |
| Payment Number: PD2-64642/CAP-80540 Stoneybrook Golf Club - Estero, FL Trade Provided: All Days Trade Load Time: 12:00 PM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times | Days In Advance to Load: 30 |
| Payment Number: PD2-67803/CAP-83407 Stoneybrook Golf Club - Estero, FL Trade Provided: All Days Trade Load Time: 12:52 PM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times | Days In Advance to Load: 30 |

Trade Floor & Utilization Guarantee

| Property | Days of Week | Floor | Utilization Guarantee |
|------------------------------------|--------------|--------------------------------|-----------------------|
| Stoneybrook Golf Club - Estero, FL | All Days | 20% off posted course rates on | 50% |

**ORDER FORM**

SO-49745

Trade Floor & Utilization Guarantee

| Property | Days of Week | Floor | Utilization Guarantee |
|----------|--------------|---------|-----------------------|
| | | GolfNow | |

Transaction Fee Terms

| Property | Days of Week | Transaction Fee Details |
|------------------------------------|--------------|---|
| Stoneybrook Golf Club - Estero, FL | All Days | <p>\$2.49 USD per round sold and Client Share of Transaction Fee is 50%</p> <p>Transaction Fee applies to rounds booked via: Booking Engine</p> |

Commission Payment Due from Client

| Property | Days of Week | Commission Details | Applies to Rounds Booked Via |
|------------------------------------|--------------|---|------------------------------|
| Stoneybrook Golf Club - Estero, FL | All Days | Invoiced at \$5.00 USD per round booked | Answers |

Merchant Processing Fees for GolfNow Payments

| Property | Card Present Rate | Card Not Present Rate | ACH Rate | Chargeback Fee |
|---|-------------------------------|-------------------------------|------------------------|---------------------------|
| Stoneybrook Golf Club - Estero, FL R-16150 | 2.5% + \$0.00 per transaction | 2.9% + \$0.30 per transaction | \$1.00 per transaction | \$10.00 per representment |

| GOLFNOW BOOKING ENGINE | ACKNOWLEDGED |
|--|--------------|
| Client shall be required to use a booking engine powered by GolfNow. | Yes |
| ONLINE MARKETING | ACKNOWLEDGED |
| Does Client agree to grant GolfNow permission to purchase keywords in search engine marketing that include Client's name, or any other trade name, trademark or other intellectual property belonging to Client? | Yes |
| MILITARY TEE TIMES | ACKNOWLEDGED |
| Does Client agree to grant GolfNow permission to add Client inventory to MilitaryTeeTimes.com at a fifteen percent (15%) discount relative to all inventory released and posted on golfnow.com? | No |



ORDER FORM

SO-49745

AGREED TO AND ACCEPTED

This Order Form is subject to the following terms and conditions ("Terms and Conditions"):

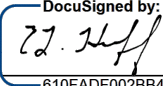
- GolfNow for Business Standard Terms and Conditions and any applicable Additional Terms located here:
<https://golf.nbcsportsnext.com/about/terms-and-conditions/>

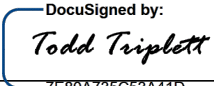
This Order Form, the Terms and Conditions above (which are subject to change by GolfNow from time to time), and any attached addenda (collectively, the Agreement) shall constitute a legally binding agreement between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by signing below.

Initial

EH

Initial Here to confirm you have read the Terms and Conditions

Client Signature:  DocuSigned by: 610FADF002BB4DA... Printed Name: Eileen Huff Date: 3/1/2025

GolfNow Signature:  DocuSigned by: 7E80A735C53A41D... Printed Name: Todd Triplett Date: 3/1/2025

If you are a Tax Exempt organization, please check box and click button below to upload a current copy of your tax exemption certification.

Tax Exempt ☐

I. GolfNow Standard Terms and Conditions for Products and Services.

These Standard Terms and Conditions (the “**Terms**”) and any applicable Additional Terms shall apply to Client’s business relationship with GolfNow, LLC (“**GolfNow**”) and any subsidiary or affiliate of GolfNow. For purposes of these Terms, any reference to Client shall mean the legal entity listed as “**Client**” on the relevant Order Form or other similar sales agreement, including applicable addenda (collectively as the “**Order Form**”) between GolfNow and Client. Certain GolfNow products or services may also be subject to additional terms and conditions specific to those products or services as set forth below (the “**Additional Terms**”), including the following:

- SmartPlay Merchant Terms and Conditions;
- Answers Reservation Center Terms & Conditions;
- Full Swing Terms and Conditions;
- Toptracer Terms and Conditions;
- ClubBuy Terms and Conditions;
- GolfNow Payments Merchant Services Agreement for Sub-Merchants; and
- Clubhouse Bulletin Terms and Conditions.

These Terms and the Additional Terms shall be subject to and incorporate the terms and conditions of the Order Form (collectively referred to as the “**Agreement**”). Any capitalized terms used but not otherwise defined in these Terms shall have the respective meanings ascribed to them in the applicable Order Form.

The Agreement shall constitute a legally binding agreement by and between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by (1) clicking a box indicating acceptance or (2) executing an Order Form or other agreement that references these Terms. GolfNow, in its sole discretion, may modify or update these Terms from time to time, effective upon posting an updated version of these Terms on the GolfNow website. Client is responsible for regularly reviewing the Terms for such updates, and continued use of the GolfNow products and services after any such updates or modifications shall constitute Client’s consent to such changes. Client’s access and use of the applicable GolfNow products and services shall at all times be governed by the then current Terms, including in the event GolfNow allows Client to access and/or use any portion of the GolfNow Services following the terminate date of the Agreement.

1. Term and Termination. The Initial Term of this Agreement, along with any applicable Renewal Term, shall be for the period of time as set forth on the attached Order Form (the “**Term**”), and shall be non-cancellable except as provided herein. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days’ written notice of such breach. Furthermore, GolfNow reserves the right to immediately suspend Client’s and/or its Users’ access to the Services in the event that either Client or a User, as the case may be, is in breach of this Agreement or engaged in any unauthorized conduct (including any violation of the terms of this Agreement or any applicable law or third party right). Upon termination of this Agreement, Client shall delete and return all Software (including all copies), and sign a statement certifying same. Client agrees and acknowledges that GolfNow has no obligation to retain the Client Data and shall, unless legally prohibited, delete such Client Data in its systems or otherwise in its possession or under its control following termination of the Agreement.

2. GolfNow Services. GolfNow shall provide the Products and/or Services (including any Software) set forth in the applicable Order Form (the “**Services**”). When applicable, GolfNow shall provide access to Client’s tee times through any of its branded websites and mobile apps (including but not limited to GolfNow.com and TeeOff.com), partner or affiliated websites, or any other distribution channel (the “**GolfNow Distribution Channels**”). Unless agreed upon otherwise, GolfNow shall apply the latest version of the GolfNow Services to the marketing and administration of Client tee times. GolfNow shall notify Client in advance in writing of any updates to the GolfNow Services and will provide appropriate training and/or materials to Client concerning all updates relating to the GolfNow Services in use by Client. Client shall provide GolfNow with access to all of the internal and external systems (including third party systems licensed to Client) necessary for GolfNow to provide the Services. Client shall honor all tee times reserved through the GolfNow Distribution Channels and shall treat all golfers originating from GolfNow Distribution Channels with proper courtesy and respect. Client shall make every effort to maintain its tee time inventory in the most up-to-date manner possible, with proper communication to GolfNow regarding changes in availability, golf course conditions, etc. The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.

3. GolfNow Software. To the extent that GolfNow provides Client with any software under this Agreement, GolfNow grants Client a limited, non-exclusive, non-transferable license to utilize the software as set forth on the included Order Form (the “**Software**”). Subsequent enhancements, updates, including code corrections and fixes which correct problems with the Software, including any online user instructions and help files (“**Documentation**”), made available by GolfNow to all subscribing customers for the same offering will be made available to Client at no additional charge. However, any new applications, application modules or enhancements that are not offered generally by GolfNow as part of the purchased Software require renegotiation of terms. GolfNow reserves the right to require mandatory upgrades of the Software as may be necessary, as well as to require Client to utilize alternative and upgraded versions of the Software from time to time (at no extra charge to Client unless Client has consented thereto). This Agreement will apply to any application updates, upgrades and new modules or offerings subsequently provided by GolfNow to Client as part of any purchased Services. GolfNow will provide access, user identification and passwords to a reasonable number of designated Client employees, representatives, consultants, contractors or agents who are authorized to use the Services on behalf of Client (each a “**User**”). Client understands and acknowledges that all third-party vendors must have a written agreement with GolfNow in order to create any interface with the Software. If Client provides its own hardware (including peripheral equipment) for use with the Software, such hardware must meet or exceed GolfNow’s current technical specifications for purposes of compatibility with the Software.

4. Hardware. To the extent GolfNow provides Client with any hardware pursuant to the applicable Order Form (the "**Hardware**"), and that Order Form indicates such Hardware will remain the property of GolfNow ("**GolfNow-Owned Hardware**"), the GolfNow-Owned Hardware shall be returned by Client to GolfNow within fourteen (14) days upon the earlier of: (i) termination of this Agreement; or (ii) expiration of the Term. Client assumes all risk of loss or damage to any Hardware. Client's recourse with respect to defective Hardware shall be limited to the applicable manufacturer's warranty. Unless the Parties mutually agree otherwise, Client shall be responsible for the cost of: (x) the replacement of defective Hardware not covered by manufacturer's warranty; and (y) any Hardware upgrades or replacements necessary to meet the minimum system requirements of the GolfNow Services received by Client. GolfNow agrees to cover up to five gigabytes (5GB) of data per month during the Term of the Agreement ("**Data Limit**") for each iPad provided by GolfNow. Should Client exceed the Data Limit, Client shall be responsible for any additional charges incurred as a result.

5. Support and Training. GolfNow shall provide Client appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee. Telephone and email support shall be provided to Client during normal business hours through GolfNow's published phone numbers and email addresses.

6. Connectivity. Except as otherwise stated herein, Client will be solely responsible for the procurement, payment, and maintenance of all telephone and internet connectivity necessary to utilize the applicable Hardware or Services. Client agrees that such connectivity will meet or exceed bandwidth requirements as may be provided by GolfNow, and that GolfNow shall not be responsible for any disruptions in Client's use of the Hardware or Services caused by Client's connectivity.

7. Hardware and Software Configuration and Security. Client agrees that, should the configuration of the Hardware or Software be altered (either by Client's personnel or, upon Client's written request, by GolfNow personnel) to allow unrestricted internet browsing or additional functionality, or Client uses the Hardware or Software to visit web sites that are not pre-approved by GolfNow, Client agrees that: (i) it does so at its own risk; (ii) it will pay for, reimburse GolfNow for and be liable for any resulting tangible or intangible damages, losses or injuries; (iii) all uptime obligations and warranties associated with the Hardware and Software will be voided; and (vi) it will be liable for and indemnify, defend and hold GolfNow harmless from any loss or damage resulting from such alterations or internet use, including but not limited to, actual or alleged data security breaches or the introduction of malware and viruses. GolfNow will, if requested by Client, provide repair and technical support services concerning such issues at its then-standard consulting rates. Client also agrees to reimburse GolfNow for all reasonable costs and expenses associated with such repair and technical support. Client will be responsible for maintaining security on its network at all times. GolfNow assumes no responsibility for viruses, malware or other issues that arise due to activity on Client's network, and accepts no liability for the consequences of said activity, regardless of the ownership of the hardware residing on the network.

8. Fees and Pricing. Client's payment to GolfNow shall be the "**Total Payment**" amount set forth on the relevant Order Form. If Client agrees to charge a Transaction Fee for rounds booked on Client's website through a GolfNow booking engine, Client's share of the Transaction Fee, as set forth in the Order Form, shall be net GolfNow's costs (approximately 5%). For the avoidance of doubt, the Transaction Fees referenced in the Order Form do not include any convenience fees charged by GolfNow through GolfNow's Distribution Channels. If applicable, Client shall have the right to approve the price and amount of all non-Trade Time inventory offered through GolfNow's Distribution Channels. GolfNow shall receive tee times and rates at least as favorable to GolfNow as the most favorable tee times and rates offered or provided by Client to any other third-party distribution service or any third party with substantially similar features, functionality, or capabilities as those provided by GolfNow.

Client acknowledges and agrees that Client's payment to GolfNow, whether cash or provision of Trade Time(s), is a material element of this Agreement. Due to this material element, in the event that Client does not comply with the payment requirements hereunder or otherwise breaches the terms of this Agreement (each a "**Non-Compliance Event**"), Client shall be required to pay the following fees to GolfNow: (1) For Products/Services being paid for via Trade Time(s): Five Hundred Dollars (\$500) per Product and/or Service, per Golf Course, per month for each month after the first instance of any Non-Compliance Event through either: (i) the cure of the Non-Compliance Event; or (ii) the end of the current Term, whichever is shorter; and (2) For Products/Services being paid for in cash: Client will be invoiced for the cash price owed to GolfNow for those Products/Services for the remainder of the Term, with payment being due within thirty (30) days of Client's receipt of such invoice. Additional fees relating to Non-Compliance Events may apply for certain Products and/or Services such as Toptracer Range and Full Swing, or as otherwise set forth in the Order Form. For the avoidance of doubt, nothing in this section shall limit any rights or remedies available to GolfNow relating to a Non-Compliance Event.

Cash Payment Terms: GolfNow will invoice Client for all Products/Services for which Cash is the applicable payment method as indicated on the Order Form, and such invoices shall be payable within thirty (30) days of Client's receipt (unless agreed upon otherwise in writing). In the event Client fails to make timely payment on an outstanding invoice, GolfNow reserves the right to suspend support and/or deactivate Client's Products/Services until such time Client has paid in full. Any invoice one hundred twenty (120) or more days past due shall be considered a Non-Compliance Event and material breach for which GolfNow may immediately terminate the Agreement and disconnect the Products/Services, and the fees set forth in Section 8 shall apply. All Cash Payment pricing for GolfNow's Products/Services are subject to, once per calendar year of the Term upon sixty (60) days' notice to Client, an annual increase of the greater of five percent (5%) or the increase in the Consumer Price Index for Urban Consumers, as issued by the Bureau of Labor Statistics, U.S. Department of Labor, over the prior twelve (12) month period ("**CPI**"), applied on a cumulative year-over-year basis starting from the Effective Date of the applicable Order Form, unless and to the extent such Order Form sets forth different terms for annual Cash Payment increases.

For Clients receiving Golf365 Pro (formerly G1): Client acknowledges and agrees that Client's use of Golf365 Pro requires Client's adoption of GolfNow's Booking Engine 5.0 (or later) and that Client charge a Transaction Fee on all rounds booked through the GolfNow Booking Engine, which Client shall split with GolfNow according to the terms of the Order Form.

9. Trade Time Definitions.

(i) **Trade Time with Rolling Terms:** A single 'Trade Time' is defined as four (4) individual 9-hole or 18-hole rounds (as applicable) (with or without cart), with player rule one to four (1-4), made available for sale by GolfNow for its own benefit. Each Trade Time shall be made available for sale beginning on the first day of the month and will be made available on subsequent days throughout the month until a maximum of thirty-one (31) Trade Times (or 124 individual 9-hole or 18-hole trade rounds) have been sold each month. Any Trade Time that 'rolls' to a subsequent day may be posted at any time during that day's Bookable Window, regardless of the Trade Load Time. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow (except where mutually agreed upon otherwise). Trade Times shall be available for purchase on Client's website and GolfNow's Distribution Channels.

(ii) **Trade Time with Non-Rolling Terms:** A single 'Trade Time' is defined as four (4) individual 9-hole or 18-hole rounds (as applicable) (with or without cart), with player rule one to four (1-4), made available for sale by GolfNow for its own benefit. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow (except where mutually agreed upon). Trade Times shall be available for purchase on Client's website and GolfNow's Distribution Channels.

(iii) **Trade Time Posting.** The tee times of the individual 9-hole or 18-hole rounds (as applicable) provided as Trade Times shall be posted during the Bookable Window (defined below), or at the specified Trade Load Time(s) set forth in the Order Form. **"Bookable Window"** shall mean any time throughout the day unless a specified Bookable Window is defined otherwise in the Order Form. For the avoidance of doubt, if the Order Form includes specified Trade Load Time(s), but not a defined Bookable Window, the applicable Bookable Window shall be any time throughout the day. In addition to the above, GolfNow may also offer Trade Times for sale as "Pay Now & Save" tee times at any time throughout the Bookable Window. For the avoidance of doubt, once a Trade Time has been sold as a "Pay Now & Save," it will be removed from the applicable Trade Load Time or Bookable Window.

(iv) **Smart Trade (TeeOff.com only):** If noted on the Order Form, GolfNow may employ the "Smart Trade" system for selling Trade Times, whereby the tee time inventory shall include "auto-switching" the Trade Time inventory from floating time slots to a fixed time slot if the target window becomes more than 80% booked.

(v) **Availability.** In the event a Trade Time (full or partial), Trade Load Time, or Bookable Window becomes unavailable on a given day for any reason, including but not limited to weather, a scheduled outing/event, over-seeding, course maintenance, or the tee time was sold by Client outside of GolfNow's Distribution Channels, GolfNow may re-post the applicable Trade Times or individual tee times at any available time(s) during the Bookable Window on either the same day or earlier/subsequent date(s).

10. Trade Over-Sell. In the event that GolfNow inadvertently oversells trade rounds due to a technology or interface error, GolfNow shall block future trade rounds to make up for such oversell. If the oversold rounds are valued at more than One Thousand Dollars (\$1,000), GolfNow agrees to issue a refund check to Client. For the avoidance of doubt, if the oversold rounds are valued at less than One Thousand Dollars (\$1,000), GolfNow shall reimburse Client via future blocked trade rounds.

11. Acceptable Use. Client shall use the Services in accordance with the Documentation and this Agreement for purposes of operating its business and not for further resale or distribution. Client shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party (other than Users and Client End Users as expressly authorized by this Agreement); (ii) use the Services to collect, transmit or process (a) infringing, offensive, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; or (b) send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (iii) interfere with or disrupt the integrity or performance of the Services or any of GolfNow's and/or its licensors' proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, the Documentation, training materials, templates, and other tangible or intangible technical material or information and any components thereof, used by GolfNow or its third party licensors and providers to provide the Services (referred to herein as "**GolfNow Technology**"); or (iv) attempt to gain unauthorized access to the GolfNow Technology or Services; (v) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Services or the GolfNow Technology; (vi) access the Software or GolfNow Technology for the purpose of building a similar or competitive offering; (vii) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Services or GolfNow Technology or any part thereof or otherwise attempt to discover any source code or modify the Services or GolfNow Technology. Client shall: (i) notify GolfNow customer support as promptly as practicable by email, fax or telephone of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to GolfNow as promptly as practicable and use reasonable efforts to stop immediately any copying or distribution of any Client proprietary information or Client Data that is known or suspected by Client or Users through the Services; and (iii) not impersonate another User or provide false identity information to gain access to or use the Services. Client is responsible for all its Users' compliance with this Agreement, for charges incurred by its Users under Client's account, and for using commercially reasonable efforts to ensure that its Users maintain the confidentiality of their passwords and user names. Certain editions of the Services offer integration capabilities via an application programming interface, or API. The number of API calls Client can make per account at no additional charge is limited (excluding calls resulting from use of GolfNow End User applications, golfnow.com, and GolfNow- certified applications) to an aggregate maximum of two hundred thousand (200,000) calls/day/account. Calls to the API that exceed the daily maximums in the preceding sentence may require payment of additional charges.

12. End Users; Privacy Policies and Terms of Use. End users of the Services shall be either: (1) GolfNow account holders who interact with Client via their GolfNow account ("**GolfNow Account User(s)**"; e.g. Golfer who uses their GolfNow account to reserve tee time through a GolfNow Booking Engine on Client's website); or (2) any other individual or company who interacts with the Services for purposes of conducting business with Client ("**Client End User(s)**") (collectively, "**End User(s)**"). Client acknowledges and agrees that Client shall be solely responsible

for establishing and enforcing the terms and conditions under which Client End Users interact with portions of the Services controlled by Client (e.g. Client's websites or point-of-sale systems). Client will at all times during the Term: (a) maintain a privacy policy and terms of use that are consistent with applicable laws and industry best practices (as determined by reference to the practices of other consumer-oriented websites and the promulgations of applicable industry standards bodies); (b) make such policy and terms of use easily accessible to Client End Users and otherwise in compliance with all applicable laws, including but not limited to the California Consumer Privacy Act ("CCPA"); and (c) comply with such policy and terms of use. No End User shall be deemed a third-party beneficiary of this Agreement. Client shall not make any warranties, representations or commitments to Client End Users which would: (i) imply an endorsement by GolfNow; (ii) purport to bind GolfNow to any legal obligations owed by Client to the Client End User; or (iii) entitle any End User to enforce the terms of this Agreement against GolfNow. Notwithstanding the foregoing, GolfNow shall be entitled to make its own privacy policy and terms of use available to GolfNow Account Users on the Services, and Client shall not take any actions that would diminish the accessibility of such policy or terms.

13. Ownership of Data.

(i) Definitions.

(a) **"Applicable Law"** means all applicable laws, rules, regulations, rulings, judgments, directives, or other requirements of any governmental authority in any country or jurisdiction, as may be amended or otherwise revised from time to time and all applicable, current industry self-regulatory principles, including but not limited to the CAN-SPAM, TCPA, and Privacy Laws.

(b) **"Personal Data"** means any information that relates to an individual and that, alone or in combination with other data, can be used to identify, contact, or precisely locate an individual, or other information that constitutes "personal data" or "personal information" under Privacy Laws.

(c) **"Privacy Laws"** means all Applicable Laws and third-party platforms restrictions relating to the Processing of Personal Data, privacy and security that may exist in any relevant jurisdiction, including but not limited to CCPA and GDPR.

(d) **"Process", "Processing"** and words of similar nature mean using, accessing, storing, securing, sharing, disclosing, altering, destroying and deleting Personal Data and other actions as set forth in the applicable Privacy Laws.

(ii) **Client Data.** As used herein, **"Client Data"** shall mean any data, information, or material provided or submitted to the Services by Client, Client End Users, or Client's customers, personnel, and business contacts, including any Personal Data thereof (e.g. name, address, phone number, email address, credit card information, purchases, or preferences) (**"Client Personal Data"**), in the course of Client's use of the Services. The Parties acknowledge and agree that GolfNow shall act as a service provider for any Client Personal Data processed by GolfNow through its provision of the Services. Where this is the case, GolfNow shall collect, retain, use, disclose, and otherwise process Client Personal Data (including personal information as defined under the applicable law) solely to fulfill its obligations to Client under this Agreement on Client's behalf, for Client's operational purposes, for GolfNow's own operational purposes, for other notified purposes, and for no other purposes. GolfNow shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data where such deletion, correction, destruction, damage, loss or failure to store is initiated by or caused by Client or its Users, or Client End Users. Client agrees that GolfNow may process Client Personal Data to generate non-personally identifiable information by means of aggregation or de-identification, and to use and disclose that data, along with, on an aggregate basis and so long as no such use specifically identifies Client, any Client Data relating to Client's usage of the Services (e.g., general usage data; yield, utilization, rate, rounds, or pace; anonymous survey results) (collectively, **"Aggregated Data"**), for its own commercial purposes during or after the term of this Agreement. GolfNow shall not sell Client Personal Data or otherwise disclose Client Personal Data for a commercial purpose. Client retains ownership of Client Data, whether obtained prior to or during the Term of this Agreement. For the avoidance of doubt, Aggregated Data shall not be considered Client Data or Client Personal Data.

(ii) **GolfNow Account Data and Shared Data.** GolfNow shall own the rights to all Personal Data collected by GolfNow directly from GolfNow Account Users on GolfNow-operated sites and services or through the Services provided to Client, including, but not limited to, name, phone number, login credentials, tee times, requests for amenities such as food orders, information about other golfers, and other profile information (collectively, **"GolfNow Account Data"**). When applicable, GolfNow shall provide Client with the portions of GolfNow Account Data necessary to enable GolfNow Account Users to interact with Client through the Services and for Client to fulfill certain golfer transactions made through the Services (e.g., golfer name, phone number, and tee time for GolfNow.com bookings; golfer name and food order for SmartPlay order; and golfer contact information to set up a profile for future bookings through GolfNow Booking Engines). Except as otherwise provided in this Agreement, GolfNow and Client, with respect to the portion of the GolfNow Account Data that Client may receive from GolfNow, each Client and GolfNow will independently own such data (the **"Shared Data"**), provided, however, Client shall not "sell" Shared Data as "sell" is defined under applicable Privacy Laws, including but not limited to the CCPA. Client represents and warrants that Client will comply with all Applicable Law, including but not limited to CAN-SPAM, CIPA, TCPA, Telemarketing Sales Rule, CCPA, and/or any other similar Privacy Laws, with respect to (i) any and all Client Personal Data and Shared Data; and (ii) Client's use of Client Personal Data and Shared Data in conjunction with the Services, including but not limited to Client's distribution of marketing communications (via e-mail, text message, or otherwise) through the Services, whether by Client directly or by GolfNow on Client's behalf or at Client's direction. Client shall comply with its obligations as a "business" or "controller" under applicable law, including the CCPA for all Client Personal Data and Shared Data.

14. Data Security. Industry standards have been set by the Payment Card Industry Data Security Standards (**"PCI Standards"**) for protection of customer information. GolfNow and Client both represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer Personal Data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer Personal Data to which they have access during the entire Term of this Agreement. GolfNow agrees that it will use systems, tools and security and take commercially reasonable steps to ensure Client Personal Data hosted by GolfNow is not accessed, redistributed, duplicated, or modified. GolfNow shall be free to provide certain required levels of access to contracted third party vendors that may need access to such data in order to provide the Services.

15. Websites and Mobile Apps. In the event that GolfNow provides Client with a custom Website or Mobile App (the “Websites & Apps”) as part of the Services, Client acknowledges and agrees that Client, and not GolfNow, shall be responsible for: (i) any and all content (i.e., images, video, text, etc.) and third-party links, including any social media accounts or activity (i.e. Facebook, Twitter, YouTube, etc.), uploaded and/or published to the Websites & Apps by Client directly or provided to GolfNow for upload and/or publishing on Client’s behalf; (ii) any and all additions, deletions, edits, or changes made to the Websites & Apps by Client directly or by GolfNow at Client’s direction; (iii) the accessibility to disabled persons of any and all content (i.e., images, video, text, etc.), third-party links, or third-party features, services, or functionality uploaded or published to, or included in, the Websites & Apps by Client directly or by GolfNow at Client’s direction; (iv) any and all representations made to End Users by Client through the Websites & Apps; (v) any and all communications between Client and End Users made or initiated through the Websites & Apps; (vi) any and all products/services of Client offered or advertised through the Websites & Apps; and (vii) any and all third-party software or services utilized by Client relating to the Websites & Apps not provided by GolfNow. Pursuant to Section 12 above, Client, and not GolfNow, shall be responsible for providing the privacy policy and terms of use for Client’s Website(s), which shall be separate and distinct from GolfNow’s privacy policy and terms of use applicable to the Mobile Apps and GolfNow Account Users. Client acknowledges and agrees that the Websites & Apps are part of the Services licensed to Client for the Term of the Agreement, and that upon termination of the Agreement, the Websites & Apps, and any other services relating to the Websites & Apps provided by GolfNow, including but not limited to domain name, hosting, and email, will be immediately taken down and/or turned off, along with Client’s access to the Websites & Apps and any related services. Unless agreed upon otherwise, all content created by GolfNow for the Websites & Apps shall remain the property of GolfNow and may not be used by Client following the termination of this Agreement. Client is solely responsible for creating copies or backups of all Client-owned content or data from the Websites & Apps prior to termination, and in no event shall GolfNow be responsible for the loss of any of Client’s data following the termination of this Agreement. For purposes of this Section, “Client” shall include any Users, employees, vendors, agents and other personnel of Client.

16. Intellectual Property.

(i) Client Intellectual Property Rights. Client hereby grants GolfNow during the Term a revocable, limited, non-exclusive, royalty-free, worldwide license to use certain materials provided by Client, including but not limited to golf course information, logos, branding, images, and video (the “Client Materials”), as may be necessary for GolfNow to: (i) provide the Services to Client; (ii) aggregate Client usage data as set forth above; and (iii) to promote Client and provide the marketing services contemplated herein. Client retains all right, title and interest, including all related intellectual property rights, in and to the Client Materials. Client represents and warrants that any Client Materials provided to GolfNow and/or, if applicable, uploaded to Client’s Websites & Apps during the Term will be fully cleared (e.g. for copyrights, rights of publicity, etc.) for commercial use in all mediums (including, without limitation, on the internet, in print, and via mobile distribution channels).

(ii) GolfNow Intellectual Property Rights. GolfNow and its licensors retain all right, title and interest, including all related intellectual property rights, in and to the GolfNow Services, Software, Technology, and Documentation. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the GolfNow Products, Services, Software, or Technology. Any GolfNow-related names, logos, and the product or service names associated with the Services are trademarks of GolfNow or its licensors or other affiliated third parties, and no right or license shall be deemed granted to use them to Client, any End User, or any other third party without the prior, express written consent of GolfNow. GolfNow shall be free to use or incorporate and permit its third party licensors to use or incorporate into the GolfNow Technology and/or Services any suggestions, enhancement requests, recommendations or other feedback provided by Client and End Users relating to the GolfNow Services, and all such recommendations shall be free from any confidentiality restrictions that might otherwise be imposed upon GolfNow hereunder, all of which once incorporated shall be the sole and exclusive property of GolfNow and its licensors.

17. Confidentiality.

(i) Definition. “Confidential Information” means all non-public information of a Party (“Disclosing Party”) disclosed to the other Party under this Agreement (“Receiving Party”), whether orally or in writing and whether or not designated as confidential at the time of disclosure, including without limitation the terms and conditions of this Agreement (including pricing and other terms), business information, specifications, research, software (in the case of GolfNow, including but not limited to, the GolfNow Technology, flow of screens, and Documentation), trade secrets, designs, drawings, flow charts, data, computer programs, marketing plans, budget figures, and other financial and business information of the Disclosing Party, and Client Data.

(ii) Treatment of Confidential Information. Except with the Disclosing Party’s permission, the Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than the performance of the Receiving Party’s obligations under this Agreement, and shall not disclose the Confidential Information to any third party other than its contractors or authorized representatives who are subject to binding obligations of confidence substantially similar to those set forth in this Agreement and solely for the purposes of this Agreement.

(iii) Permitted Disclosure. The obligation of nondisclosure set forth herein shall not apply to any Confidential Information that: (a) is or becomes publicly available without a breach of any obligation owed to the Disclosing Party, including, by way of example but not limitation, the posting of Client materials or Client Data by Client, Users or End Users on any publicly-available portions of the Services; (b) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, without a breach of any obligation owed to the Disclosing Party; (c) following its disclosure to the Receiving Party, is received by the Receiving Party from a third party without breach of any obligation owed to the Disclosing Party; or (d) is independently developed by the Receiving Party without reference to or use of the Disclosing Party’s Confidential Information (except for patentable subject matter, which shall not be subject to this exception); or (e) the Receiving Party is required to disclose by any applicable law, by any rule or regulation of any court or government agency of competent jurisdiction, or pursuant to legal process; provided that the Receiving Party provides the Disclosing Party with prompt written notice of the requirement to disclose, reasonable assistance in the opposing or limiting of such disclosure and limits such disclosure to that strictly required by such court, government agency or legal process; (f) is a permitted aggregation of data.

(iv) Injunctive Relief. The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary

damages. Notwithstanding the foregoing, Client irrevocably waives any right to enjoin or restrain the operation of the GolfNow Software, Services, or Technology as a whole, or GolfNow's, its providers', or its customers' use of any content or other material used or displayed through the Services other than Client's Confidential Information.

18. Limited Warranties and Remedies; Disclaimers. Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; and (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to this Agreement. Client represents and warrants to GolfNow that any intellectual property provided to GolfNow by Client (including without limitation, any photographs, drawings, or works of art) do not violate the rights of any third party. GolfNow will provide the Services in a professional and workmanlike manner and free from any unreasonable defects, and GolfNow will use all reasonable means to fix any defect in the Services that may arise. GolfNow will provide Client with training on how to use the Services and provide support as needed by Client. Notwithstanding the foregoing, in the event that Client creates its own content and/or software, and/or utilizes third party software to deliver services to the Client's users, such content and software or services are not included within this Limited Warranty and GolfNow is not responsible for any damages or remedies of any kind in connection with Client's content and/or use of such software or services. GolfNow shall notify Client in advance of any updates to the Services and will provide appropriate training and/or materials to Client concerning all updates. Client and its authorized users shall use the Software and Services only in accordance with this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER GOLFNOW NOR ITS PROVIDERS MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE GOLFNOW SERVICES, SOFTWARE, OR TECHNOLOGY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER GOLFNOW NOR ITS PROVIDERS REPRESENT OR WARRANT THAT (A) THE USE OF THE GOLFNOW SOFTWARE, SERVICES OR TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE GOLFNOW SOFTWARE, SERVICES, OR TECHNOLOGY WILL MEET CLIENT'S OR END USERS' REQUIREMENTS OR EXPECTATIONS, OR (C) THE GOLFNOW SOFTWARE, SERVICES, OR TECHNOLOGY THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, SO LONG AS GOLFNOW HAS TAKEN REASONABLE STEPS TO SAFEGUARD AGAINST SUCH VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE GOLFNOW SOFTWARE, SERVICES, AND TECHNOLOGY IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY GOLFNOW AND ITS PROVIDERS. With respect to malfunctioning Software, GOLFNOW'S entire liability and Client's exclusive remedy shall be the repair/replacement of the Software.

19. Limitation of Liability. EXCEPT FOR THIRD PARTY LIABILITIES AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). IN NO EVENT SHALL GOLFNOW'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID OR OWED BY CLIENT HEREUNDER (WHICHEVER IS GREATER) OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER THE TOTAL PAYMENT SECTION OF THE ORDER FORM.

20. Indemnification.

(i) **By Client.** Client shall indemnify, defend, and hold harmless GolfNow, LLC and its parents, affiliates, officers, directors, employees, contractors, vendors, agents, and representatives, (collectively, the "**GolfNow Indemnified Parties**"), from any and all claims, demands, actions, suits, investigations, proceedings, damages, losses and liabilities, including reasonable attorney's fees and expenses (collectively, "**Losses**") as incurred, arising from or related to any third-party claim (a) that any materials provided to GolfNow by Client, or utilized by Client in its use of the GolfNow Services infringe, misappropriate, or otherwise violate or conflict with applicable law or any third-party's intellectual property rights or rights of privacy or publicity; or (b) to the extent arising from or relating to (i) the breach of Client's obligations, representations, or warranties under this Agreement, including any third-party claim alleging any act, omission, or fact that constitutes a breach; (ii) any death, personal injury, bodily injury to persons, or damage to property caused by Client or occurring at Client's Golf Course(s); (iii) any dispute between Client and a customer/golfer, including in connection with the customer/golfer's experience at Client's Golf Course(s), without regard for the basis of such claim; (iv) any negligence or willful misconduct of Client or Client's employees, vendors, agents or other personnel; and (v) the Client Data and/or Client's Websites & Apps (as defined in Section 15), to the extent such Losses are not a result of GolfNow's negligence.

(ii) **By GolfNow.** GolfNow agrees to defend, indemnify, and hold harmless Client, its parents, affiliates, officers, directors, partners, employees, contractors, vendors, guests, volunteers, agents, and representatives from and against all Losses arising out of or resulting from any act undertaken or committed by GolfNow, or any contractors hired or engaged by GolfNow, in connection with the performance of GolfNow's obligations under this Agreement. GolfNow also agrees to defend, indemnify, and hold harmless Client from any liability resulting from any claim, action or cause of action which may be asserted by third-parties arising out of the performance of the GolfNow's obligations pursuant to this Agreement, except those actions or liabilities which are due to the misconduct or negligence of Client.

21. Insurance. Client acknowledges and agrees that it will at all times during the Term and at its own expense, keep in full force and effect the following insurance coverages: (i) commercial general liability insurance for limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, product liability, personal and advertising injury and completed operations liability; and (ii) worker's compensation insurance in compliance with applicable law; (iii) employers' liability insurance with a limit not less than One Million Dollars (\$1,000,000.00); and (iv) property insurance on an "all risk" basis with replacement cost coverage for property and equipment in care, custody, and control of the insured. GolfNow, LLC must be listed as an "additional insured" on the policies described above. Promptly after signing this

Agreement, Client will deliver to GolfNow certificates of insurance for the required coverage. All required insurance will be placed with carriers rated no lower than A-VII in the most current edition of AM Best's Property Casualty Key Rating Guide and will provide thirty (30) days' written notice of cancellation or non-renewal, which notice shall be provided in accordance with these Terms. The stipulated limits of coverage will not be construed as a limitation of any potential liability to GolfNow. Failure to request evidence of insurance is not a waiver of Client's obligation to obtain the required insurance.

22. Dispute Resolution. This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Florida without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "**Dispute**") between the Parties under or related to this Agreement. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in the Orlando, Florida, metropolitan area. The arbitrator shall have the power to award reasonable attorneys' fees and costs to the prevailing Party in any arbitration, and either Party shall have the right to take appropriate action to enforce any arbitration award in any court having jurisdiction over the applicable Party.

23. Binding Nature; Assignment. This Agreement shall be binding upon GolfNow and Client, and their respective successors and assigns; provided, however, that neither Party shall assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, without Client's consent, GolfNow may assign all or part of its rights and obligations under this Agreement to: (i) any of its divisions, affiliates or subsidiaries; (ii) its parent company; or (iii) any of its parent company's divisions, affiliates, or subsidiaries. A sale of substantially all of the stock or assets of a Party, or the reorganization or merger of a Party, shall not constitute an assignment of this Agreement. Any assignment or transfer in violation of this Section shall be void and of no force or effect. Any subcontractors retained by GolfNow to perform certain obligations hereunder shall be bound by and their actions are governed by this Agreement as if GolfNow itself was performing such obligations.

24. Export Control. Client and GolfNow agree, in connection with Client's use of the Services, to comply with all applicable export and re-export laws and regulations. GolfNow makes no representation that the Software or Services is appropriate, will comply with applicable laws, or available for use in locations other than the United States of America.

25. Taxes. Client represents and warrants that it will be responsible for the payment of all taxes it may incur in connection with the performance of this Agreement or use of GolfNow Services. Client will indemnify, defend and hold GolfNow harmless from any liability incurred by GolfNow in connection with Client's failure to comply with this Taxes provision.

(i) Sale of Tee Times or Other Items to End Users: With regard to the sale by Client of tee times or other taxable items directly to an End User through or in connection with services provided by GolfNow under this contract, Client will, as required by applicable laws, collect and remit all applicable taxes relating to consideration paid by End Users directly to Client. GolfNow will collect and remit all applicable taxes relating to consideration paid directly to it by End Users.

(ii) Barter for or Cash Purchase of GolfNow Services by Client: The license by Client of some or all of GolfNow Services (including software) under this contract may be subject to sales or use tax in the state(s) in which Client operates. GolfNow recognizes that the value to Client of its Services, including software solutions provided under this contract, lies principally in the provision of access to and effective execution within the market created by GolfNow. Client and GolfNow agree that the consideration due from Client to GolfNow under this contract that is applicable to software equals the lesser of twenty percent (20%) of the total remuneration collected by GolfNow from End Users for Tee Times (or cash from Client) under the contract or \$2,500 ("The Allocation") calculated on a per account (not per course) basis. To the extent that the state(s) in which Client operates impose tax on the license of software provided through this contract, tax will be computed on The Allocation, and will be payable by Client to GolfNow for remittance to the appropriate tax authority.

26. Survival. Sections 1, 16-20, 22, 25 and 26 shall survive notwithstanding the expiration or termination of this Agreement.

27. Miscellaneous. This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto between Client and GolfNow. Additionally, this Agreement shall terminate and supersede any and all prior Order Form(s) entered into between Client and GolfNow regarding the Golf Course(s) and Products/Services listed herein. For the avoidance of doubt, this Agreement shall not terminate and/or supersede any non-Order Form agreements between Client and GolfNow or any prior Order Form(s) or other agreement(s) between Client and GolfNow relating to golf courses not listed in this Agreement. The Parties acknowledge and represent that they have carefully read and fully understand all of the terms and conditions set forth in this Agreement. The Parties further acknowledge and represent that they enter into this Agreement freely, knowingly and without coercion and based on their own judgment and investigation of this matter, and not in reliance upon any representations or promises made by any Party, its attorneys, or its agents. The Parties hereby acknowledge and agree that GolfNow is an independent contractor and not an employee, agent, joint venturer or partner of Client or any of its affiliates. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, employment, or agency relationship among any of the Parties as a result of this Agreement. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation. None of the Parties shall have any power to obligate or right to bind any other Party. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (e.g., pdf and DocuSign) sufficient to bind the Parties. Notices of either Party as required herein shall be sent to the addresses provided in the attached Order Form.

II. Additional Terms.

The following Additional Terms shall govern Client's purchase and use of the associated product and/or service and are expressly incorporated into the Agreement between GolfNow and Client when applicable. These Additional Terms will not change or replace the Standard Terms and Conditions or any other Terms of the Agreement unless expressly stated otherwise. Any capitalized terms not defined in these Additional Terms shall have the same meaning as set forth in the Agreement and in the event of an express conflict between these Additional Terms and the Agreement, the Additional Terms shall control.

A. SmartPlay Merchant Terms and Conditions.

These SmartPlay Merchant Terms and Conditions ("**SmartPlay Terms**") shall govern GolfNow's provision of the SmartPlay Services (as defined below) to Merchant and are expressly incorporated into and made a part of the applicable Agreement between GolfNow and Merchant. For purposes of these SmartPlay Terms, "GolfNow" shall refer to GolfNow, LLC and "Merchant" shall mean the legal entity listed as "Client" on the applicable Order Form between GolfNow and Merchant.

1. SmartPlay Technology.

If selected on the Order Form, GolfNow will enable GolfNow's proprietary SmartPlay technology services to facilitate the marketing, sale, and fulfillment of orders for food, beverages and other products ("**Items**") to Customers at Merchant's Golf Courses through the GolfNow mobile app and other GolfNow platforms at GolfNow's discretion (collectively, the "**GolfNow App**") (the "**SmartPlay Services**"). For the avoidance of doubt, "**Customers**" shall refer to end users of the GolfNow App utilizing the SmartPlay Services at Merchant's Golf Courses. Merchant acknowledges the SmartPlay Services at all times require Merchant's use of GolfNow's Golf365 Pro or Golf365 Premier (formerly EZSuite) and GolfNow Payments, which are subject to additional terms and conditions under the Agreement. If at any point during the Term Merchant ceases its use of either Golf365 Pro/Golf365 Premier or GolfNow Payments, GolfNow may immediately suspend or terminate the SmartPlay Services.

2. GolfNow Obligations.

2.1 SmartPlay Services. Subject to the Agreement and these SmartPlay Terms, GolfNow shall provide the SmartPlay Services to Merchant solely for use at the Golf Courses specified in the relevant Order Form. For the avoidance of doubt, as between Merchant and GolfNow, GolfNow will retain sole and absolute control over the SmartPlay Services (and all related elements of the user experience and user interface within the GolfNow App), including: (i) the personalization of the SmartPlay Services for Customers (as defined below); (ii) the prioritization and display of options available to Customers; (iii) the functionality available to Customers within the GolfNow App; (iv) any service fees charged to Customers on purchases made through the SmartPlay Services; and (v) adding, removing, or otherwise modifying any feature or functionality made available through the SmartPlay Services or GolfNow App.

2.2 No Delivery Services. For the avoidance of doubt, the SmartPlay Services do not include, and GolfNow will not perform or in any way provide for, the delivery of any Items. Merchant and Merchant's Golf Courses, pursuant to Section 4 below, will at all times be solely responsible for the delivery of Items purchased by Customers through the SmartPlay Services ("**Delivery Services**"), and GolfNow will not be liable or responsible for any Items or deliveries, or any errors or misrepresentations relating to any Items or deliveries.

3. Merchant Obligations.

3.1 Items for Purchase. Merchant agrees to make Items available to Customers for purchase during its normal business hours. Merchant will prepare, handle, store, and deliver all Items in accordance with all applicable laws and regulations, including without limitation all laws, rules, and regulations (i) governing time or temperature controls required for food safety ("**Food Safety Standards**"); and (ii) relating to the sale and/or service of alcohol. Merchant will solely determine the quality, portion, size, ingredients, or other criteria applicable to any Items ("**Criteria**") and Merchant is solely responsible for ensuring all Items meet the applicable Criteria. For the avoidance of doubt, the selection of Items made available to Customers through the SmartPlay Services will be at Merchant's discretion; however, in the event Merchant fails to make any Items available, Merchant will be in breach of the Agreement and GolfNow may suspend the SmartPlay Services until such Items are posted for sale.

3.2 Item Responsibility. Merchant acknowledges and agrees that GolfNow will not take title to any Item at any time. Additionally, Merchant shall be responsible for any reimbursement costs related to Customer refunds relating to Items or any other issue within Merchant's control. For the avoidance of doubt, all items sold to Customers through the SmartPlay Services shall be sold under Merchant's retail and food delivery licenses, including but not limited to any alcohol-related licenses.

3.3 Item Order Support. Merchant is solely responsible for providing all Customer support for Merchant's Items sold through the SmartPlay Services, including support for delivery, and Merchant will provide GolfNow with a customer service phone number that GolfNow will display in the GolfNow App so that Customers may direct their support inquiries to Merchant. Merchant will at all times during the Term be solely responsible for resolving all complaints and issues raised relating to: (i) Items purchased through the SmartPlay Services; and (ii) Merchant's Delivery Services (as defined below), and will accept and respond to all customer service inquiries.

3.4 Item Pricing; Taxes. Merchant shall be solely responsible for setting the retail price for each Item to be offered for sale through the SmartPlay Services (the "**Retail Price**"). Merchant is the "retailer" or "seller" of all Items and is solely responsible for the collection and remittance of all applicable Sales Taxes and other fees. The term "**Sales Tax**" includes any sales, sellers use, transaction privilege, privilege, general excise, gross receipts, item taxes and similar transaction taxes. Unless expressly indicated otherwise, the Retail Price of each Item shall exclude Sales Tax or any other fees. Merchant is solely responsible for determining all applicable Sales Tax and other fees, and identifying and informing GolfNow of the appropriate Sales Tax and other fee amount for GolfNow to charge Customers on Merchant's behalf for Items available through the SmartPlay Services and GolfNow App. To the extent that applicable Sales Tax and other fees are not determined by Merchant, Merchant

expressly authorizes GolfNow to make such determination on its behalf and Merchant hereby acknowledges and agrees that GolfNow will have no liability for the accuracy of any such determination. Merchant expressly authorizes GolfNow, at Merchant's direction, to collect such Sales Taxes and other fees on Merchant's behalf.

Additionally, Merchant agrees that unless mutually agreed upon otherwise, the Retail Prices for all Items offered for sale by Merchant through the SmartPlay Services shall not be higher than the prices that Merchant and/or Merchant's Golf Courses charge for similar Items outside of the SmartPlay Services, including at Merchant's pro shops, restaurants, bars, and/or beverage carts.

3.5 Restrictions. In connection with the access to and use of the SmartPlay Services, Merchant will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms used to provide the SmartPlay Services; (ii) provide, lease, lend, disclose, or otherwise use or allow any third-parties to use the SmartPlay Services (except as otherwise authorized by GolfNow); or (iii) possess or use, or allow the transfer, transmission, export, or re-export of any software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency. Merchant will not (and will not allow any third party to) use the SmartPlay Services or any other transactional, operational, performance or other data or information that is related to the sale of Items to Customers through directly or indirectly compete with GolfNow or its affiliates. The following restricted Items may not be featured or sold via the SmartPlay Services: illegal items, fragile items, dangerous items (like weapons, explosives, flammables, etc.), stolen goods, Items containing endangered species or any items that Merchant does not have permission to send.

4. Delivery.

4.1 Provision of Delivery Services. As between GolfNow and Merchant, Merchant acknowledges and agrees that: (a) Merchant will be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Delivery Services; and (b) except for the SmartPlay Services technology, Merchant will provide all necessary equipment, tools, and other materials, at Merchant's expense, necessary to perform any Delivery Services. In the event Merchant collects any personal data from Customers in connection with the Delivery Services, including but not limited to location, signature, photo, or ID (as defined below) information, Merchant agrees not to use or retain such personal data other than purposes of fulfilling the Delivery Services.

4.2 Delivery Personnel. Merchant will have the sole responsibility for any obligations or liabilities to Delivery Personnel (as defined below) that arise from or relate to Merchant's relationship with the Delivery Personnel. Merchant acknowledges and agrees that Merchant exercises sole control over any employees, agents, or contractors performing the Delivery Services on behalf of Merchant ("**Delivery Personnel**") and that Merchant will comply with: (i) all applicable laws (including tax, gratuity, social security, and employment laws) and regulations applicable to Merchant's relationship with the Delivery Personnel; and (ii) industry best practice with respect to working conditions and compensation for Delivery Personnel, including but not limited to the distribution of any gratuities. Merchant further acknowledges and agrees that Merchant will at all times during the Term be responsible and liable for the acts and omissions of its Delivery Personnel with respect to Customers, GolfNow, and third-parties.

4.3 Relationship with Customers. GolfNow and its affiliates shall not be responsible or liable for the actions or inactions of Customer(s) in relation to any of Merchant's activities, including the Delivery Services. Merchant acknowledges and agrees that: (i) Merchant will have the sole responsibility for any obligations or liabilities to Customers or other third-parties that arise from or relate to Merchant's provision of the Delivery Services.

4.4 Delivery Area and Timing. Unless agreed upon by the Parties otherwise, GolfNow shall determine the geographic area in which the Delivery Services will be available ("**Delivery Area**"), and GolfNow (or Merchant upon notice to GolfNow) may limit the Delivery Area with respect to adverse events such as inclement weather or poor driving conditions to ensure safe and reliable Delivery Services. Merchant acknowledges that GolfNow will use the Delivery Area to limit the Merchant's ability to sell Items only to potential Customer who request delivery within the Delivery Area through the SmartPlay Services. Merchant shall provide GolfNow with projected timelines for the preparation of Item orders so that GolfNow may determine and display estimated time for delivery that may be displayed to Customers within the GolfNow App.

4.5 Transportation Method. For purposes of these SmartPlay Terms, "Transportation Method" shall mean a mode of transportation used by Merchant and its Delivery Personnel for the purpose of providing the Delivery Services.

4.5.1 Transportation Method Requirements. Merchant acknowledges that any and all Transportation Method(s) will at all times be: (a) properly registered and licensed as required by law to operate as a delivery vehicle; (b) owned or leased by Merchant or otherwise in Merchant's lawful possession; (c) suitable for performing the Delivery Services; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Transportation Method of its kind and any additional standards or requirements required by applicable law, and in a clean and sanitary condition.

4.5.2 Delivery Personnel Requirements. Merchant acknowledges and agrees that at all Delivery Personnel will, at all times during the Term: (a) hold and maintain (a) a valid applicable license with the appropriate level of certification to operate the Transportation Method assigned to each Delivery Personnel; and (ii) all licenses, permits, approvals, and authority applicable to Merchant and/or its Delivery Personnel necessary to provide the Delivery Services to third parties; (b) provide the Delivery Services in a professional manner with due skill, care, and diligence; and (c) maintain high standards of professionalism, service, and courtesy.

Merchant acknowledges and agrees that GolfNow reserves the right, at any time in GolfNow's sole discretion, to restrict Merchant or Delivery Personnel from accessing or using the SmartPlay Services in event Merchant or such Delivery Personnel fail to meet any of the requirement within this Section.

5. Payment Terms.

5.1 Payment to GolfNow. Merchant's payment for the SmartPlay Services shall be the payment to GolfNow set forth in the attached Order Form.

5.2 SmartPlay Service Fee(s). GolfNow, in its sole discretion, may charge Customers a service fee on all Item purchases made through the SmartPlay Services ("**SmartPlay Service Fee(s)**") as set forth on the relevant Order Form. The SmartPlay Service Fees shall be paid directly to GolfNow by Customers at the time of purchase, and GolfNow shall retain one hundred percent (100%) of each SmartPlay Service Fee collected unless stated otherwise in the Order Form.

5.3 Payment to Merchant; Payment Processing. For each purchase of an Item or Items, the Customer(s) will be charged (i) the Retail Price of the Item(s) ("**Item Revenue**"); (ii) any applicable Sales Tax; and (iii) the Service Fee(s), if any. All Customer purchases of Items through the SmartPlay Services will be processed and reconciled pursuant to the Agreement and the "**GolfNow Merchant Services Agreement for Sub-Merchants**" entered into between Merchant and GolfNow regarding Merchant's use of the GolfNow Payments service, with Merchant receiving one hundred percent (100%) (net of processing fees of the Item Revenue and Sales Tax, and GolfNow receiving (100%) of the SmartPlay Service Fee(s), unless agreed upon otherwise.

6. Intellectual Property.

6.1 GolfNow owns all right, title, and interest in and to the SmartPlay Services, GolfNow App, and any related content supplied by GolfNow. Additionally, GolfNow shall have sole editorial control over (i) the SmartPlay Services; and (ii) the presentation of any content provided by Merchant for display within the SmartPlay Services, including but not limited to menus, photographs, trademarks, and logos ("**Merchant Content**"). Merchant shall own all right, title, and interest in the Merchant Content, subject to the licenses granted herein.

6.2 For the Term of the Agreement, Merchant hereby grants GolfNow a non-exclusive, perpetual, fully paid-up and royalty free license to use and display the Merchant Content in connection with Merchant's Items, Merchant's use of the SmartPlay Services, and any marketing or promotional activities relating thereto. GolfNow may remove any Merchant Content from the SmartPlay Services at any time in its sole discretion.

6.3 Without limiting anything in the Agreement, Merchant represents and warrants that the no Merchant Content will infringe, misappropriate, or otherwise violate any third-party's intellectual property or other proprietary rights. To the extent the Merchant Content contains any third-party materials, Merchant is solely responsible for, and will secure any and all rights, licenses, consents, and/or permissions necessary to, GolfNow's use of such Merchant Content.

6.4 No Development. EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA, OR OTHER INTELLECTUAL PARTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT.

7. Marketing. GolfNow and its affiliates may showcase the availability of Merchant's Items via the SmartPlay Services and/or GolfNow App through various promotional activities, including but not limited to social media, websites, e-mail, and advertisements.

8. Ratings. Merchant acknowledges and agrees that Customers who purchase Items through the SmartPlay Services may be prompted by GolfNow to provide a rating of such Items and/or to provide comments or feedback related to the Customer's experience with Merchant and the applicable Items on the GolfNow App or other GolfNow platforms ("**Customer Feedback**"). GolfNow and its affiliates reserve the right (i) to use, share, and display such Customer Feedback; and (ii) to edit or remove Customer Feedback as deemed necessary by GolfNow.

9. SmartPlay Customer Data. Any and all information about Customers generated or collected by GolfNow through the SmartPlay Services ("SmartPlay Customer Data"), including but not limited to Customer name(s), delivery location(s) or address(es), email address(es), phone numbers, purchase history, and/or preferences or any information that may otherwise be considered "personal data" or "personal information" under applicable law shall be considered GolfNow Account Data. However, to the extent GolfNow shares any SmartPlay Customer Data with Merchant for the purposes of fulfilling Customer orders or completing transactions through the SmartPlay Services, such SmartPlay Customer Data shall be considered Shared Data.

10. Representations and Warranties.

10.1 General. Merchant hereby represents and warrants that: (i) it has the authority to enter into the Agreement and these SmartPlay Terms and to grant the rights granted hereunder, and that doing so will not violate any other agreement to which it is a party; (ii) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its origin; (iii) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from comply with or performing under the Agreement or these SmartPlay Terms; (iv) it will comply with applicable retail food, beverage, or other health and safety codes, rules or regulations, as well as any other laws applicable to its business (including, without limitation, the obligation to pay tips to delivery and other workers, if any); and (v) it will provide accurate tax rates and calculations to GolfNow; and (vi) it will remit to the applicable taxing authority all legally-required taxes and will files all required tax returns and forms.

10.2 Alcohol. In the event Merchant offers alcohol to Customers as Item(s) for purchase through the SmartPlay Services, Merchant represents and warrants that Merchant and/or the applicable Golf Course(s) maintains a valid and active liquor license and all other applicable licenses, permits, and registrations for the sale, distribution, and delivery of alcohol (collectively, "Liquor Licenses"). Merchant will provide GolfNow with a copy of the Liquor Licenses and any renewal thereof, and will immediately notify GolfNow if any Liquor License is not renewed or is revoked, cancelled, or surrendered at any time during the Term. Merchant acknowledges and agrees that Merchant, and not GolfNow, is solely responsible for confirming via bona-fide government-issued identification ("ID") that all Customers who purchase alcohol from Merchant's Golf Courses through the SmartPlay Services are at least twenty-one (21) years old prior to Merchant serving or delivering alcohol to any such Customers.

10.3 DISCLAIMER. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

B. Answers Reservation Center Services Terms and Conditions.

These GolfNow Answers Terms and Conditions ("Answers Terms") shall apply specifically to Client's use of the GolfNow Answers reservation center services ("Answers Service") and are expressly incorporated into and made a part of the applicable Agreement between GolfNow and Client.

1. GolfNow Responsibilities.

- (a) GolfNow is responsible for the toll-free telephone charges associated with forwarding calls to the Answers Service, unless Client elects to use its own toll-free number.
- (b) GolfNow will, in conjunction with Client, develop a telephone protocol to be used by GolfNow's customer service representatives ("CSR(s)") when answering telephone calls for Client's Golf Course(s).
- (c) GolfNow CSR's, where appropriate, will attempt to collect relevant Personal Data of callers on Client's behalf, which may include first name, last name, postal code, phone number, and/or email address.
- (d) GolfNow is not responsible to Client for any lost revenues resulting from errors made by CSR's performing the Answers Service on Client's behalf.

2. Client Responsibilities.

- (a) Client will at all times be responsible for providing and maintaining data connectivity at its Golf Course(s) as required to receive the Answers Services.
- (b) Client will not forward the main phone number(s) of its Golf Course(s) to GolfNow, but shall implement an auto-attendant if all tee time calls are to be handled by the Answers Service.
- (c) Client will be responsible for any costs and fees associated with implementing call forwarding, except for toll-free charges set forth in Section 1(a) above.
- (d) The accuracy of tee time pricing or other Golf Course-specific information provided to provided to GolfNow for use in the Answers Service will at all times be the responsibility of Client, regardless of whether GolfNow assists in the data entry.

3. Data Collection. Except as otherwise set forth herein, data collected by CSR's from callers to a Client-controlled telephone number through the Answers Service, including Personal Data, will be considered Client Data under the Agreement.

4. Trade Times. Client acknowledges and agrees that GolfNow may sell the Trade Time(s) set forth on the relevant Order Form, if applicable, through the Answers Service. All Trade Times reserved through the Answers Service will be noted on Client's tee sheet as such. Client will not cancel, move or edit a Trade Time reserved through the Answers Service without first contacting GolfNow and Client will not apply a surcharge to golfers who reserved a Trade Time through the Answers Service.

C. Full Swing Terms and Conditions.

Client acknowledges and agrees that the Full Swing simulator(s), technology, hardware, software, products, and services (collectively the "**Full Swing Technology**") are provided solely by a third-party, Full Swing Golf, Inc. ("**Full Swing**"), and that Client's receipt of the Full Swing Technology under this Agreement with GolfNow is contingent upon Client's execution of a separate and distinct contract(s) between Client and Full Swing, to which GolfNow will not be a party (collectively as the "**Full Swing Agreement(s)**"). Client's use of the Full Swing Technology, including any related hardware and/or software, will at all times be governed by the terms and conditions of the Full Swing Agreements. In the event Client fails to execute the Full Swing Agreements within seven (7) days of the execution of this Agreement, GolfNow shall have the option to terminate this Agreement.

Client's payment for the Full Swing Technology shall be the payment to GolfNow set forth in the applicable GolfNow Order Form. Client's payment obligations to GolfNow will begin immediately upon the effective date of the Agreement, regardless of when the Full Swing Technology is installed. For the avoidance of doubt, Client's payment to GolfNow for the Full Swing Technology shall be subject to the terms and conditions of this Agreement, and not the Full Swing Agreement. However, any breach of the payment terms contained in this Agreement shall also be considered

a breach of the Full Swing Agreement. In the event that Client does not comply with the payment requirements herein or otherwise breaches the

terms of this Agreement (each a “Non-Compliance Event”) prior to the end of the Initial Term, Client shall pay GolfNow a fee totaling the following (the “Full Swing Termination Fee”):

$$\left[\frac{\text{Full Retail Price of Full Swing Technology Received}}{\text{Total Number of Months in Initial Term}} \right] \times \text{Number of Months remaining in Initial Term at time of the Non-Compliance Event}$$

The Full Swing Termination Fee shall be due within thirty (30) days of Client’s receipt of written notice from GolfNow, is in addition to any other fees set forth in the Agreement, and shall not limit any other remedies of GolfNow at law or equity.

GolfNow makes no representations or warranties with respect to the Full Swing Technology and disclaims any and all liability relating to the Full Swing Technology or Client’s use of the Full Swing Technology. Full Swing, and not GolfNow, will be responsible for the installation of the Full Swing Technology and any related training, as well as any service, maintenance, or repairs to the Full Swing Technology required during the Term of the Agreement. Client agrees that all communications relating to the Full Swing Technology shall be directed to Full Swing.

Any disputes relating to the Full Swing Technology, excluding those relating to payment under this Agreement, shall be resolved between Client and Full Swing pursuant to the Full Swing Agreement. Client agrees to indemnify, defend and hold GolfNow, its parents and affiliates, and their respective officers, directors, employees, successors and assigns harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorney’s fees and costs of litigation) (collectively, “Claims”), including any and all Claims which may be asserted by third-parties, incurred as a result of or in connection with the installation, receipt, and/or use of the Full Swing Technology, or other Full Swing product(s), by Client or Client’s customers.

Client’s rights to use the Full Swing Technology and the Full Swing Agreement shall both expire upon the termination of this Agreement, and any use of the Full Swing Technology beyond the expiration of this Agreement shall require a new agreement between Client and Full Swing not involving GolfNow.

D. Toptracer Terms and Conditions.

Client acknowledges and agrees that the Toptracer technology, hardware, software, products, and services (collectively the “**Toptracer Technology**”) are provided solely by a third-party, Topgolf USA, Inc. (“**Topgolf**”), and that Client’s receipt of the Toptracer Technology under the applicable Agreement with GolfNow is contingent upon Client’s execution of a separate and distinct contract between Client and Topgolf, to which GolfNow will not be a party (the “**Topgolf Agreement**”). Client’s use of the Toptracer Technology, including any related hardware and/or software, will at all times be governed by the terms and conditions of the Topgolf Agreement. In the event Client fails to execute the Topgolf Agreement within seven (7) days of the execution of this Agreement, GolfNow shall have the option to terminate this Agreement.

Client’s payment for the Toptracer Technology shall be the payment to GolfNow set forth in the applicable GolfNow Order Form. Client’s payment obligations to GolfNow will begin immediately upon the effective date of this Agreement, regardless of when the Toptracer Technology is installed. For the avoidance of doubt, Client’s payment to GolfNow for the Toptracer Technology shall be subject to the terms and conditions of the Agreement, and not the Topgolf Agreement. However, any breach of the payment terms contained in the Agreement shall also be considered a breach of the Topgolf Agreement.

GolfNow makes no representations or warranties with respect to the Toptracer Technology and disclaims any and all liability relating to the Toptracer Technology or Client's use of the Toptracer Technology. Topgolf, and not GolfNow, will be responsible for the installation of the Toptracer Technology and any related training, as well as any service, maintenance, or repairs to the Toptracer Technology required during the Term of the Agreement. Client agrees that all communications relating to the Toptracer Technology shall be directed to Topgolf.

Any disputes relating to the Toptracer Technology, excluding those relating to payment under the Agreement, shall be resolved between Client and Topgolf pursuant to the Topgolf Agreement. Client agrees to indemnify, defend and hold GolfNow, its parents and affiliates, and their respective officers, directors, employees, successors and assigns harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorney's fees and costs of litigation) (collectively, "**Claims**"), including any and all Claims which may be asserted by third-parties, incurred as a result of or in connection with the installation, receipt, and/or use of the Toptracer Technology, or other Topgolf product(s), by Client or Client's customers.

Client's rights to use the Toptracer Technology and the Topgolf Agreement shall both expire upon the termination of the Agreement, and any use of the Toptracer Technology beyond the expiration of the Agreement shall require a new agreement between Client and Topgolf not involving GolfNow.

E. ClubBuy Terms and Conditions.

The following ClubBuy Terms and Conditions ("**ClubBuy Terms**") shall govern Client's participation in GolfNow's ClubBuy Group Participation Program during the Term of the Agreement and are expressly incorporated into and made a part of the applicable Agreement between GolfNow and Client.

1. ClubBuy Group Participation Program.

a. GolfNow has entered into group purchasing agreements with certain third-party vendors (the "**ClubBuy Vendors**") whereby the ClubBuy Vendors will grant select golf courses associated with GolfNow cost effective ways for such golf courses to make purchases of food, agronomy, and other products under the terms of separate agreements between such golf courses and the ClubBuy Vendors and/or the ClubBuy Vendors' third party partners (collectively referred to herein as the "**Group Purchasing Programs**" or "**GPP**").

b. If indicated on the applicable Order Form, GolfNow shall provide Client with access to the GPP, with such participation being at all times subject to these ClubBuy Terms and the terms of the Agreement.

c. Client acknowledges that participation in the GPP is conditioned upon the completion of certain letters of participation and/or membership applications (the "**Membership Application(s)**") designating the ClubBuy Vendors to act as Client's group purchasing agent(s) for certain products purchased through the GPP, and Client agrees all applicable Membership Applications must be completed prior to receiving access to the GPP.

2. Term and Termination.

a. Term. The term of Client's participation in the GPP shall be the Term set forth in Section 1 of the Standard Terms and Conditions and applicable Order Form.

b. Termination. In addition to the conditions for termination set forth in Section 1 of the Standard Terms and Conditions, Client's participation in the GPP shall automatically terminate on the date of the event of either: (i) the termination of the Membership Application with the applicable ClubBuy Vendors; or (ii) the termination of GolfNow's relationship with the applicable ClubBuy Vendors under the GPP; or (iii) Client's discontinued participation in the GPP for any reason, including any defaults under the Membership Application.

3. Client Obligations.

a. During the Term, Client shall continuously participate in the GPP. Client shall promptly complete all Membership Applications and other applicable paperwork as reasonably required from time to time by the ClubBuy Vendors and shall comply with all terms and conditions thereof. Client acknowledges and agrees that ongoing access to the GPP is contingent upon Client's timely and complete payment of all invoices, payments and amounts due under the GPP. Client agrees that GolfNow, in its sole and complete discretion, may withhold, or limit/restrict access to the GPP or other GolfNow products/services in the event Client fails to make timely payments in accordance with the specified payment terms of the ClubBuy Vendors or is otherwise delinquent in its participation in the GPP, until such time that the ClubBuy Vendors have certified to GolfNow that Client has become fully compliant with the terms of the GPP.

b. Purchase Minimum. If applicable, Client shall make the minimum purchases (net of returns, allowances, rebates, discounts and write-offs) set forth on the applicable Order Form through the GPP during each year of the Term (collectively the "**Purchase Minimum(s)**"). The Purchase Minimums shall apply for each and every year of the Term. Client agrees that the Purchase Minimum is a material element of the Agreement and agrees that GolfNow shall have no obligation to provide any consideration to Client if the Purchase Minimum is not met annually.

c. Penalties. Client acknowledges that GolfNow is providing Client with products and services in exchange for Client's participation in the GPP, and that if applicable, the Purchase Minimum(s) are a form of payment for those products and services. As such, in the event Client fails to meet the required Purchase Minimum(s) during a certain year of the Term, Client shall pay to GolfNow the penalties set forth on the applicable Order Form (the "**Penalties**").

Penalties will be calculated on the yearly anniversary of the Effective Date and Client shall pay any Penalties owed to GolfNow within thirty (30) days after the end of the Agreement year in which the Purchase Minimum(s) were not met.

For the avoidance of doubt, GolfNow reserves the right to terminate, limit, or restrict Client's access to the products and services provided to Client during any time in which the Purchase Minimum was not met and the Penalties have not been paid and Client's failure to pay any applicable Penalties shall constitute a Material Breach of the Agreement.

In the event the Agreement is terminated pursuant to Section 2(b) of these ClubBuy Terms and Client has failed to meet the Purchase Minimum(s) as of the date of termination, Client shall pay the Penalties to GolfNow based on the difference between the Purchase Minimums and Client's purchases through the GPP as of the date of termination. Such Penalties shall be paid by Client within thirty (30) days of the date of termination.

d. Client acknowledges that its legal rights and obligations with respect to the GPP are contained in the Membership Applications or other agreements that Client may enter into with the ClubBuy Vendors. Client acknowledges and agrees that GolfNow (i) is not a party to the Membership Applications and (ii) shall not be responsible for any obligations thereunder. Further, GolfNow shall not be involved with the administration of the GPP, including any purchases by Client through the ClubBuy Vendors, or any of the ClubBuy Vendors' vendors, and as such GolfNow shall have no liability with respect to such purchases. Client agrees that any dispute that arises under the Membership Applications will be resolved directly through and with the ClubBuy Vendors, without any obligation for GolfNow to resolve in any way; Client hereby releases GolfNow from any such claims. In turn, Client acknowledges and agrees that the ClubBuy Vendors (i) are not a party to this Agreement and (ii) shall not be responsible for any obligations hereunder. Client agrees that any dispute that arises under these ClubBuy Terms or the Agreement will be resolved directly with GolfNow, without any obligation for the ClubBuy Vendors to resolve in any way.

4. Limitation of Liability.

IN ADDITION TO THE LIMITATIONS SET FORTH IN SECTION 19 OF THE STANDARD TERMS AND CONDITIONS, CLIENT ACKNOWLEDGES AND AGREES THAT THE GROUP PURCHASING PROGRAM IS NOT ADMINISTERED BY GOLFNOW, AND AS SUCH, GOLFNOW IS SPECIFICALLY DISCLAIMING ANY AND ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF EITHER (I) CLIENT'S PARTICIPATION IN THE GROUP PURCHASING PROGRAM OR (II) CLIENT'S AGREEMENTS WITH THE CLUBBUY VENDORS OR THE CLUBBUY VENDORS' CONTRACTED VENDORS, AS APPLICABLE. CLIENT AGREES THAT GOLFNOW SHALL NOT BE LIABLE TO CLIENT FOR ANY SUCH CLAIMS OR DAMAGES. CLIENT AGREES TO SEEK RELIEF DIRECTLY FROM THE CLUBBUY VENDORS OR THE CLUBBUY VENDORS' CONTRACTED VENDORS, AS APPLICABLE FOR ANY AND ALL LIABILITIES OR DAMAGES RELATED TO CLIENT'S PARTICIPATION IN THE GROUP PURCHASING PROGRAM.

F. GolfNow Payments Merchant Services Agreement for Sub-Merchants.

In connection with the Agreement Client has entered into with GolfNow, LLC ("Provider"), WorldPay, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer(s)") may provide Client ("Sub-merchant") with certain payment processing services ("Acquirer Services") in accordance with the terms of this Sub-Merchant Agreement. For the avoidance of doubt, the Acquirer Services are not part of the services provided by Provider under the Agreement. The term "Service," as used in this Sub-Merchant Agreement, refers solely to the services provided by Provider under the Agreement.

In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to (i) enter into a direct relationship with an entity that is a member of the Associations and (ii) agree to comply with Operating Regulations (defined below) and Association rules as they pertain to applicable credit and debit card payments. By entering into this Sub-Merchant Agreement, Sub-merchant is fulfilling the Association rule of entering into a direct relationship with a Member of the Associations; however, Acquirers understand that Sub-merchant has contracted with Provider to obtain certain processing services.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-merchant Responsibilities.

For the purposes of this Sub-Merchant Agreement, the following terms shall have the meanings set forth below:

"Cardholder" shall mean any person authorized to use a Card or the accounts established in connection with a Card.

"Cards" shall mean MasterCard, VISA, Discover and Other Network cards, account numbers assigned to a Cardholder or other methods of payment accepted by Processor under this Sub-Merchant Agreement.

"Issuer" shall mean financial institution or other entity that issued the Card(s) to the Cardholders.

"Other Network" shall mean any network or card association other than VISA, MasterCard, or Discover in which Provider participates hereunder.

Sub-merchant agrees to participate, and to cause third parties acting as Sub-merchant's agent ("Agents"), to participate in the Associations in compliance with, and subject to, the by-laws, operating regulations and/or all other rules, policies and procedures of the Associations (collectively "Operating Regulations"). The Associations make excerpts of their Operating Regulations available online, including via:

<https://www.mastercard.us/en-us/business/overview/support/rules.html>; <https://usa.visa.com/support/consumer/visa-rules.html>;
<https://www.americanexpress.com/merchantopguide>; https://www.discoverglobalnetwork.com/content/dam/discover/en_us/dqn/pdfs/MIT-Implementation-Guide.pdf.

Each applicable Association's complete Operating Regulations are incorporated by reference into this Sub-Merchant Agreement and will control with respect to any conflict in terms between this Sub-Merchant Agreement and such Operating Regulation. Sub-merchant will not discriminate

against Cards or Issuers (e.g., limited acceptance options) except in full compliance with the Operating Regulations, and will comply with all Operating Regulations, applicable laws, and regulations related to its business operations, PCI-DSS obligations, the use of an Association's marks, and each transaction acquired hereunder. Sub-merchant expressly agrees that it will accept Cards and protect, utilize, or restrict transaction data, including the magnetic stripe and CVV2, in accordance with the terms of this Agreement, applicable law or regulation, and the Operating Regulations, and will cooperate with any audit requested by an Association until such audit is completed.

In addition to complying with each Association's obligations or prohibitions related to acceptance, disbursement, or resubmission of a transaction, Sub-merchant may not submit any illegal, fraudulent, or unauthorized transaction and shall only submit transactions for the sale of its own goods or services, and not any other person or company, and may not receive payment on behalf of or, unless authorized by law, redirect payments to any other party. Sub-merchant covenants that it is not a third-party beneficiary under any agreement with an Association, however, an Association may be a third-party beneficiary of this Agreement, and shall have the rights, but not any obligation, necessary to fully enforce the terms of this Agreement against the Sub-merchant.

Sub-merchant authorizes Provider to conduct checks of Sub-merchant's background, credit, or banking information, as necessary, and agrees that all information obtained under this Agreement may be shared with an Association. Sub-merchant acknowledges and agrees that it is responsible for its employees' actions, it will notify Provider of any 3rd party that will have access to cardholder data, and it will immediately report all instances of a data breach to Provider immediately after it reasonably identifies an incident.

Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions:

(i) the minimum transaction amount does not differentiate between card issuers; (ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a (i) department, agency or instrumentality of the U.S. government; (ii) corporation owned or controlled by the U.S. government; or (iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 7992, 7997, 5812 –public golf course, private golf course or restaurant.; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. Sub-merchant Prohibitions.

Sub-merchant must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, (ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), (iii) request or use an account number for any purpose other than as payment for its goods or services, (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, (v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, (vi) submit any transaction receipt for a transaction that was previously charged back to the acquirers and subsequently returned to Sub-merchant, irrespective of cardholder approval, (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, (viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Sub-merchant, or (ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

In addition, Sub-merchant may not submit or knowingly permit any cardholder or other user of the Service to submit any transaction that is illegal or that Sub-merchant should have known is illegal, including but not limited to transactions involving pornography, money laundering, or financing terrorist activities. Sub-merchant agrees to comply with any and all instructions Provider gives Sub-merchant from time to time regarding payment processing provided hereunder. Sub-merchant agrees that Provider may investigate and audit Sub-merchant's compliance with this Sub-Merchant Agreement from time to time, and Sub-merchant agrees to cooperate fully with Provider in any investigation or audit. Sub-merchant acknowledges and agrees that this paragraph is a material obligation of this Sub-Merchant Agreement.

3. Rates and Settlement.

Provider's current rates for the Provider Services are as set forth on the applicable Order Form between GolfNow and Sub-merchant. Card Present and Card Not Present transactions are as defined/categorized by Provider. For the avoidance of doubt, Sub-merchant shall be fully and solely liable for any and all chargebacks, including any excessive chargebacks.

Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, Provider will provide funding instructions to Acquirer, and Acquirer will then fund Sub-merchant through Sub-merchant's designated demand deposit account ("Sub-merchant-Owned

Designated Account”) and/or Provider through Provider’s designated demand deposit account (“Provided Designated Account”) as directed. As applicable, Acquirer will debit the Provider Designated Account and/or Sub-merchant-Owned Designated Account for funds owed to Acquirer as a result of the Acquirer Services provided hereunder. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer or Provider reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant.

Provider, in its sole discretion, may change the following at any time for any reason upon providing Sub-Merchant with thirty (30) days written notice:

- The blended rate or any other rates charged for the Acquirer Services
- The frequency of settlement
- The chargeback fee
- The rates for any additional surcharges

4. Term and Termination.

Sub-merchant agrees to provide Provider with such information as Provider may request in order to confirm that Sub-merchant is eligible to use the Acquirer Services, and Sub-merchant agrees that all information Sub-merchant provides to Provider for that purpose will be accurate and complete. In addition, Sub-merchant will furnish to Provider from time to time, promptly upon Provider’s request, (i) a list of the current addresses of all Sub-merchant’s offices, (ii) a list of all assumed business names (d/b/a’s) used by Sub-merchant, and (iii) a list of all products and services provided by Sub-merchant.

Sub-merchant acknowledges that even though Sub-merchant signs up for the payment processing feature of the Service, Sub-merchant is not guaranteed use of that feature of the Service. The payment processing feature will not be available to Sub-merchant unless and until Provider has confirmed that Sub-merchant is eligible to use the Acquirer Services and this Sub-Merchant has become binding on all parties, as set forth in the paragraph below. If that occurs, the services of Provider and Acquirer described herein will be part of the Service and will be provided to Sub-merchant subject to and in accordance with the Agreement; provided that, if there is any conflict between the terms of this Sub-Merchant Agreement and the Agreement, then to the extent such terms apply to payment processing, the terms of this Sub-Merchant Agreement shall control.

This Sub-Merchant Agreement shall be binding upon Sub-merchant’s execution. The term of this Sub-Merchant Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirers and Provider, on the date Acquirers accept this Agreement by issuing a merchant identification number, and shall terminate when Provider’s Agreement with Sub-merchant terminates.

Notwithstanding the foregoing, Acquirers may immediately cease providing Acquirer Services and/or terminate this Sub-Merchant Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirers when due, (ii) in Acquirers’ opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations, or any applicable state, federal, or local laws, rules, and regulations (“Laws”), (iii) Acquirers believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer’s agreement with Provider terminates, or (v) Acquirers or Providers are required to do so by any of the Associations.

Further, Provider may terminate this Sub-Merchant Agreement at any time, in Provider’s sole discretion, without prior notice to Sub-merchant. If this Sub-Merchant Agreement is terminated by any party hereto, the provisions of section 3 above will continue to apply until Sub-merchant has paid all amounts owed to Acquirer and/or Provider in respect of the Acquirer Service provided by Provider prior to termination.

5. Indemnification and Limits of Liability.

Sub-merchant agrees to provide Acquirers, via a communication with Provider, with written notice, specifically detailing any alleged breach by Acquirer of this Sub-Merchant Agreement, within thirty (30) days of the date on which the alleged failure or error first occurred; failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such failure or error. Acquirers shall bear no liability and have no obligations to correct any errors resulting from Sub-merchant’s failure to comply with the duties and obligations of the preceding sentence.

Sub-merchant shall indemnify and hold harmless Acquirers, and their directors, officers, employees, affiliates, and agents from and against all proceedings, claims, demands, losses, liabilities, damages and expenses resulting from or otherwise arising out of (i) the Acquirer Services in this Sub-Merchant Agreement, (ii) Sub-merchant’s or Sub-merchant’s employees and agents acts or omissions in connection with the Acquirer Services provided pursuant to this Sub-Merchant Agreement, (iii) any infiltration, hack, breach, or violation of the processing system resulting from, arising out of, or in any way related to Sub-merchant’s ability to use of the Acquirer Services provided herein including but not limited to Sub-merchant’s use of an Agent or any other third party processor or system or (iv) any issue between Sub-merchant and Provider. This indemnification shall survive the termination of the Sub-Merchant Agreement. Sub-merchant’s sole and exclusive remedy for any and all claims against Acquirers arising out of or in any way related to the transactions contemplated herein shall be termination of this Sub-Merchant Agreement. In the event that Sub-merchant has any claim arising in connection with the Acquirer Services, rights, and/or obligations defined in this Sub-Merchant Agreement, Sub-merchant shall proceed against Provider and not against Acquirers, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirers have any liability to Sub-merchant with respect to this Sub-Merchant Agreement or the Acquirer Services. Sub-merchant acknowledges Acquirers are only providing this Sub-Merchant Agreement to assist in Provider’s processing relationship with Sub-merchant, that Acquirers are not liable for any action or failure to act by Provider, and that Acquirers shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider.

6. Special MasterCard Terms.

As used in this Section 7: (i) “Corporation” means MasterCard International Incorporated, Maestro International Inc., and their subsidiaries and affiliates; (ii) “Interchange System” means the computer hardware and software operated by and on behalf of the Corporation for the routing, processing, and settlement of transactions; (iii) “Marks” means the names, logos, trade names, logotypes, trademarks, service marks, trade

designations, and other designations, symbols, and marks that the Corporation owns, manages, licenses, or otherwise controls and makes available for use by authorized entities in accordance with the Standards, and "Mark" means any one of the Marks; and (iv) "Standards" means the Amended and Restated Certificate of Incorporation and the bylaws, operating rules, regulations, policies, and procedures of the Corporation, including but not limited to any manuals, guides or bulletins, as may be amended from time to time.

Sub-merchant acknowledges and agrees: (i) Sub-merchant will comply at all times with all applicable Standards, as amended from time to time; (ii) the Corporation is the sole and exclusive owner of the Marks, and Sub-merchant will not contest the ownership of the Marks for any reason; (iii) the Corporation may at any time, immediately and without advance notice, prohibit the Sub-merchant from using any of the Marks for any reason; and (iv) the Corporation has the right to enforce any provision of the Standards and to prohibit the Sub-merchant and/or Provider from engaging in any conduct the Corporation deems could injure or could create a risk of injury to the Corporation, including injury to reputation, or that could adversely affect the integrity of the Interchange System, the Corporation's "confidential information" (as defined in the Standards), or both; and Sub-merchant will not take any action that could interfere with or prevent the exercise of this right by the Corporation.

Sub-merchant agrees that Provider may require any changes to Sub-merchant's website or otherwise that Provider deems necessary or appropriate to ensure that Sub-merchant remains in compliance with the Standards governing the use of the Marks.

In addition to the termination provisions set forth in Section 4, this Sub-Merchant Agreement will automatically and immediately terminate if the Corporation de-registers Provider or if an Acquirer ceases to be approved by the Corporation for any reason or if such Acquirer fails to have a valid license with the Corporation to use any Mark accepted by Sub-merchant. Further, Provider, at its discretion or at the direction of an Acquirer or the Corporation, may terminate the Sub-Merchant Agreement immediately for activity deemed to be fraudulent or otherwise wrongful by Provider, an Acquirer, or the Corporation.

In the event of any conflict or inconsistency between any provision of this Sub-Merchant Agreement and the Standards, the Standards will govern as to any transaction involving the Corporation or its cards.

7. Miscellaneous.

This Sub-Merchant Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio for Acquirer and its Member Bank, and Florida for Provider, without regard to conflicts of law provisions. This Sub-Merchant Agreement may not be assigned by Sub-merchant without the prior written consent of both Acquirers and Provider. This Sub-Merchant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. Acquirers and/or Provider may amend this Sub-Merchant Agreement upon notice to Sub-merchant. If any provision of this Sub-Merchant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Sub-Merchant Agreement will be construed as if such provision is not contained in the Sub-Merchant Agreement. "Member Bank" as used in this Sub-Merchant Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Sub-Merchant Agreement. As of the commencement of this Sub-Merchant Agreement, Member Banks shall be Fifth Third Bank, an Ohio Banking Corporation, located at 38 Fountain Square Plaza, Cincinnati, OH 45263. The Member Banks are party to this Sub-Merchant Agreement. The Member Banks may be changed, and their rights and obligations assigned to another party by Acquirers at any time without notice to Sub-merchant.

G. Clubhouse Bulletin Terms and Conditions.

The following Clubhouse Bulletin Terms and Conditions ("Clubhouse Bulletin Terms") shall govern Client's purchase and use of GolfNow's Clubhouse Bulletin service during the Term of the Agreement and are expressly incorporated into the applicable Agreement between GolfNow and Client. These Clubhouse Bulletin Terms will not change or replace the Standard Terms and Conditions or any other terms of the Agreement unless expressly stated otherwise. Any capitalized terms not defined in these Clubhouse Bulletin Terms shall have the same meaning as otherwise set forth in the Agreement and in the event of an express conflict between these Clubhouse Bulletin Terms and the Agreement, the Clubhouse Bulletin Terms shall control.

1. **Clubhouse Bulletin Services.** During the Term, GolfNow shall produce and provide to Client GolfNow's Clubhouse Bulletin video product ("Clubhouse Bulletin Video(s)") in the frequency and manner set forth on the applicable Order Form (the "Clubhouse Bulletin Services").
2. **Production; Approval.**
 - (a) All Clubhouse Bulletin Videos shall be produced by GolfNow or its designated agent at high-quality industry standards.
 - (b) The content of each Clubhouse Bulletin Video shall be mutually agreed upon by the Parties, however the Clubhouse Bulletin Video (including any b-roll) will be edited at the discretion of GolfNow. The format of all Clubhouse Bulletin Videos shall be at the discretion of GolfNow.
 - (c) To the extent any Clubhouse Bulletin Video will feature GolfNow's talent, such talent shall be chosen at the discretion of GolfNow.
 - (d) **Approval rights:** GolfNow shall submit to each Clubhouse Bulletin Video to Client for approval, provided such approval right shall be subject to the following: (i) Client must be available as reasonably required by GolfNow for the exercise of such approval right; (ii) such right being exercised in a reasonable manner, so as not to frustrate the full and timely development, production, and/or exploitation of the content; (iii) in the event of a disagreement, GolfNow shall not be obligated to incur any additional non-de minimis costs with respect to the approval right unless due to disagreement arising from a breach of these Clubhouse Bulletin Terms by GolfNow or a failure by GolfNow to fulfill any of its obligations herein; and (iv) in the event of a disagreement over the content of a Clubhouse Bulletin Video, GolfNow's determination shall be final.
 - (e) **Filming Limits (if applicable):** In the event GolfNow will be filming on-site at Client's Golf Course(s) (if indicated on the Order Form), such filming will be limited to a maximum of twelve (12) hours per day, unless expressly agreed upon otherwise by GolfNow. For the avoidance

of doubt, if filming does not last 12 hours in any given day, unused filming time may not be carried over to the next day (i.e., if filming on Day One only lasts 10 hours, those two (2) unused hours may not be carried over to make Day Two a 14 hour filming day).

3. Rights; Restrictions. Client will have the following rights and restrictions with respect to all Clubhouse Bulletin Videos:

- (a) Client may only use Clubhouse Bulletin Videos for the limited purposes of delivering to Client's members via email, uploading directly to Client's websites and/or social media channels, or Client's internal business purposes.
- (b) Client shall not edit or alter any Clubhouse Bulletin Video footage for any purpose (e.g., to insert commercials or advertisements).
- (c) Client's term of use for the Video shall be limited to the Term of the Agreement. Upon expiration of the Term, Client must immediately take down or remove all exhibitions of the Clubhouse Bulletin Videos. If GolfNow requests that Client cease exhibition of a Clubhouse Bulletin Video prior to expiration of the Term, Client shall cease exhibition immediately upon receiving notice from GolfNow.

4. Intellectual Property.

- (a) Client grants to GolfNow a limited, non-exclusive, royalty-free license to use any service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, or indicia as provided by Client ("Client Marks") to GolfNow for the purpose of exercising its rights or carrying out its obligations with respect to the Clubhouse Bulletin Services, including but not limited to for GolfNow's production and exhibition of the Clubhouse Bulletin Videos. GolfNow will not acquire any proprietary or other right, title or interest in or to the Client Marks, or any goodwill associated with the Client Marks, except the right to use the Client Marks as provided hereunder. Client represents and warrants that it is the owner of the Client Marks and otherwise possesses all rights to utilize the Client Marks without approval of any third party, and otherwise has the ability to perform its obligations hereunder.
- (b) Client acknowledges that, as between the Parties, GolfNow shall own the copyright and all other rights to all content captured by GolfNow through its production of the Clubhouse Bulletin Videos, and may in its discretion distribute and exhibit any Clubhouse Bulletin Video in whole or substantial portions thereof at any time during or after the Term throughout the world in all forms of media, now know or hereafter created, in perpetuity. Notwithstanding the above, Client shall have the right to exhibit any Clubhouse Bulletin Video provided under this Agreement, or portions thereof, for the limited purposes set forth in these Clubhouse Bulletin Terms. Any other exhibitions of the Clubhouse Bulletin Video by Client require the prior written approval of GolfNow. Client shall be responsible for obtaining all necessary third-party permissions including right of publicity, public performance music rights, and paying any related fees in connection with such rights prior to its exhibition of any Clubhouse Bulletin Video. With the exception of the allowed uses of the Clubhouse Bulletin Videos outlined herein, Client may not use GolfNow's trademarks (registered and unregistered marks and logos) without GolfNow's express prior written permission.
- (c) To the extent Client provides any content owned, licensed, or produced by Client ("Client Content") for use in any Clubhouse Bulletin Video, Client hereby grants to GolfNow the perpetual, fully sub-licensable, royalty-free, worldwide right and license to use, exhibit, display, duplicate, transmit, perform or otherwise exploit such Client Content as it appears in the applicable Clubhouse Bulletin Video or any related programming or derivative works thereof, in all languages, on a live, delayed and/or replay basis, via any and all forms of media distribution now contemplated or hereinafter developed.

STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

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|-------------|--------------------------------------|--|--------------------------|----------|---------|-----------|----------|---------|-----------|------|---------|----------|----------|------------------|--|
| UB130XP1 | | CYCLE BILLING # 01 ABSOLUTE HI/LOW RUN | | | | 4/01/2025 | 16.46.15 | DUE | 4/21/2025 | PAGE | 1 | | | | |
| RTE-LOCT-RS | RTECD | SERVICE DESCRIPTION | PRESENT | PREVIOUS | MULT | CONSUMED | BILLED | TAXES-S | DEMAND | DAYS | LST MON | LST YEAR | REL CONS | PERIOD DATES | |
| 770-0006-02 | PATRICK J./BETTY SIKORA W21026759 | I 001 SFR IRRIGATION | 11511 AUSTIN KEANE COURT | 553470 | 537560 | 1 | 15910 | 11.93 | 00000050 | | 40190 | 6130 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0012-02 | EDWIN RIVERA W20501036 | I 001 SFR IRRIGATION | 11521 AUSTIN KEANE COURT | 681480 | 654370 | 1 | 27110 | 37.94 | 00000065 | | 42960 | 10 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0015-03 | OWEN F FEENEY W86626682 | I 001 SFR IRRIGATION | 21501 BELHAVEN WAY | 1410260 | 1391310 | 1 | 18950 | 18.77 | 00000300 | | 23510 | 19590 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0016-02 | CHRISTINA GEHROLD W37159091 | I 001 SFR IRRIGATION | 21504 BELHAVEN WAY | 1181290 | 1149030 | 1 | 32260 | 52.10 | 00000310 | | 25370 | | H 15701 | 2/25/25- 3/27/25 | |
| 770-0022-03 | STEPHEN/PAM ELLER W22223100 | I 001 SFR IRRIGATION | 21516 BELHAVEN WAY | 365390 | 346490 | 1 | 18900 | 18.66 | 00000325 | | 32320 | 4530 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0024-01 | MARGARET M. TURNER W37158930 | I 001 SFR IRRIGATION | 21520 BELHAVEN WAY | 874390 | 855600 | 1 | 18790 | 18.41 | 00000330 | | 18180 | | H 15701 | 2/25/25- 3/27/25 | |
| 770-0026-01 | LEONARDO MONTUFAR W86626670 | I 001 SFR IRRIGATION | 21523 BELHAVEN WAY | 867320 | 816990 | 1 | 50330 | 101.79 | 00000270 | | | | H 15701 | 2/25/25- 3/27/25 | |
| 770-0029-05 | DONNA MARIE GAINES W20062593 | I 001 SFR IRRIGATION | 21528 BELHAVEN WAY | 721730 | 704100 | 1 | 17630 | 15.80 | 00000340 | | 17190 | 14800 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0035-01 | GAIL WOJTYNA W37810910 | I 001 SFR IRRIGATION | 21540 BELHAVEN WAY | 992000 | 961230 | 1 | 30770 | 48.00 | 00000355 | | 33870 | 27620 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0037-01 | WALDEMAR/EWA WOJTAS W16398840 | I 001 SFR IRRIGATION | 21544 BELHAVEN WAY | 254310 | 233090 | 1 | 21220 | 23.88 | 00000360 | | 23430 | 14900 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0043-01 | LESLEY DESANCTIS W24001824 | I 001 SFR IRRIGATION | 21559 BELHAVEN WAY | 31880 | 11690 | 1 | 20190 | 21.56 | 00000230 | 24 | 11690 | 4430 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0044-03 | CHRISTOPHER SIMONEAU W37158900 | I 001 SFR IRRIGATION | 21560 BELHAVEN WAY | 1126600 | 1103760 | 1 | 22840 | 27.53 | 00000380 | | 20640 | 12610 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0048-01 | GARY W. MULLINS W22223105 | I 001 SFR IRRIGATION | 21571 BELHAVEN WAY | 336280 | 315410 | 1 | 20870 | 23.09 | 00000215 | | 19210 | 18500 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0049-01 | STEPHEN/ANDREA KOLLASCH W86626636 | I 001 SFR IRRIGATION | 21573 BELHAVEN WAY | 2169680 | 2151030 | 1 | 18650 | 18.10 | 00000210 | | 26280 | 9040 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0054-05 | RONALD/KAILA FREEMAN W24001823 | I 001 SFR IRRIGATION | 21587 BELHAVEN WAY | 22210 | 4130 | 1 | 18080 | 16.82 | 00000200 | 29 | 4130 | 11850 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0059-02 | DARRIN/KRISTEN SCHMITZ W86626405 | I 001 SFR IRRIGATION | 21600 BELHAVEN WAY | 2174030 | 2152500 | 1 | 21530 | 24.58 | 00000070 | | | 24570 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0060-02 | JOHN/TATIANA KIKEL W20062631 | I 001 SFR IRRIGATION | 21601 BELHAVEN WAY | 1006470 | 983900 | 1 | 22570 | 26.92 | 00000190 | | 22130 | 24380 | H 15701 | 2/25/25- 3/27/25 | |
| 770-0061-01 | HUDSON/ELSA ROGERS W36889018 | I 001 SFR IRRIGATION | 21604 BELHAVEN WAY | 902980 | 887110 | 1 | 15870 | 11.84 | 00000075 | | 17070 | 10680 | H 15701 | 2/25/25- 3/27/25 | |
| UB130DCL | | | | | | | QSYSPRT | | | | | | | | |

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| UB130XP1 | | CYCLE BILLING # 01 ABSOLUTE HI/LOW RUN 4/01/2025 | | | | 16.46.15 | DUE 4/21/2025 | PAGE 2 | | | | | | | |
| RTE-LOCT-RS | | RTECD | SERVICE DESCRIPTION | PRESENT | PREVIOUS | MULT | CONSUMED | BILLED | TAXES-S | DEMAND | DAYS | LST MON | LST YEAR | REL CONS | PERIOD DATES |
| 770-0063-02 DAVID & KATRENA MEYERS W36889019 | | I 001 | SFR IRRIGATION 21608 BELHAVEN WAY | 1060650 | 1041870 | 1 | 18780 | 18.39 | | 00000080 | | 1200 | 13550 | H 15701 | 2/25/25- 3/27/25 |
| 770-0064-04 KEVIN/DORIS GARRAND W20062628 | | I 001 | SFR IRRIGATION 21609 BELHAVEN WAY | 459330 | 442130 | 1 | 17200 | 14.84 | | 00000180 | | 13320 | 6730 | H 15701 | 2/25/25- 3/27/25 |
| 770-0065-04 TRACI/PETER MACIOW W23124207 | | I 001 | SFR IRRIGATION 21612 BELHAVEN WAY | 1639260 | 1618670 | 1 | 20590 | 22.46 | | 00000085 | | 16760 | 16590 | H 15701 | 2/25/25- 3/27/25 |
| 770-0075-02 GARY WHEELER W37810837 | | I 001 | SFR IRRIGATION 21633 BELHAVEN WAY | 1045100 | 1014260 | 1 | 30840 | 48.20 | | 00000155 | | 29360 | 21150 | H 15701 | 2/25/25- 3/27/25 |
| 770-0079-02 SCOTT/MIRIAM SUTTON W21058948 | | I 001 | SFR IRRIGATION 21645 BELHAVEN WAY | 230930 | 189590 | 1 | 41340 | 77.07 | | 00000140 | | 13320 | | H 15701 | 2/25/25- 3/27/25 |
| 770-0081-03 MELISSA/JOSEPH ALVAREZ W16398838 | | I 001 | SFR IRRIGATION 21650 BELHAVEN WAY | 298430 | 277230 | 1 | 21200 | 23.84 | | 00000120 | | 11690 | | H 15701 | 2/25/25- 3/27/25 |
| 770-0082-01 RALPH/ELLEN LERMAN W20062578 | | I 001 | SFR IRRIGATION 21654 BELHAVEN WAY | 726260 | 710040 | 1 | 16220 | 12.63 | | 00000125 | | 17930 | 8800 | H 15701 | 2/25/25- 3/27/25 |
| 770-0089-09 *DAVID MYERS W37158882 | | I 001 | SFR IRRIGATION 21509 BERWHICH RUN | 689600 | 670020 | 1 | 19580 | 20.19 | | 00000580 | | 18580 | | H 15701 | 2/25/25- 3/27/25 |
| 770-0094-01 JOHN H./ELIZABETH MANCINI W37810854 | | I 001 | SFR IRRIGATION 21520 BERWHICH RUN | 721080 | 698550 | 1 | 22530 | 26.83 | | 00000620 | | 7670 | 14320 | H 15701 | 2/25/25- 3/27/25 |
| 770-0096-01 SUSAN CUNNINGHAM W37158883 | | I 001 | SFR IRRIGATION 21525 BERWHICH RUN | 723790 | 704810 | 1 | 18980 | 18.84 | | 00000560 | | 20510 | 23410 | H 15701 | 2/25/25- 3/27/25 |
| 770-0108-04 MOLLIE HENDERSON W37159073 | | I 001 | SFR IRRIGATION 21554 BERWHICH RUN | 602640 | 576730 | 1 | 25910 | 34.64 | | 00000655 | | 16060 | | H 15701 | 2/25/25- 3/27/25 |
| 770-0109-02 KERRY DOCTOR W20062635 | | I 001 | SFR IRRIGATION 21557 BERWHICH RUN | 780150 | 764170 | 1 | 15980 | 12.09 | | 00000530 | | 14800 | 15880 | H 15701 | 2/25/25- 3/27/25 |
| 770-0129-01 STUART/DONNA RAYNOR W22186856 | | I 001 | SFR IRRIGATION 21607 BERWHICH RUN | 1484800 | 1462220 | 1 | 22580 | 26.94 | | 00000480 | | 22550 | 6350 | H 15701 | 2/25/25- 3/27/25 |
| 770-0130-03 GALEN WHITE W22127658 | | I 001 | SFR IRRIGATION 21608 BERWHICH RUN | 1670470 | 1652030 | 1 | 18440 | 17.63 | | 00000710 | | 19710 | 1680 | H 15701 | 2/25/25- 3/27/25 |
| 770-0136-03 STEVE/CAROLINA HARSHMAN W37158881 | | I 001 | SFR IRRIGATION 21624 BERWHICH RUN | 769910 | 753240 | 1 | 16670 | 13.64 | | 00000725 | | | | H 15701 | 2/25/25- 3/27/25 |
| 770-0165-02 DONALD/FERNANDE AUSTIN W21058943 | | I 001 | SFR IRRIGATION 21140 BRAXFIELD LOOP | 289070 | 267290 | 1 | 21780 | 25.14 | | 00000830 | | 18670 | 8990 | H 15701 | 2/25/25- 3/27/25 |
| 770-0170-03 GUIKA GROUP LLC W21058926 | | I 001 | SFR IRRIGATION 21159 BRAXFIELD LOOP | 635500 | 618500 | 1 | 17000 | 14.39 | | 00001185 | | 17570 | 24810 | H 15701 | 2/25/25- 3/27/25 |
| 770-0171-02 MICHEL GOUDREAULT W20062511 | | I 001 | SFR IRRIGATION 21160 BRAXFIELD LOOP | 649870 | 633930 | 1 | 15940 | 12.00 | | 00000860 | | 17580 | 10690 | H 15701 | 2/25/25- 3/27/25 |
| UB130DCL | | | | | | | | QSYSPRT | | | | | | | |

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|---|--|--|---------|----------------|---------|-----------|----------|----------|-----------|---------|----------|------|---------|----------|----------|------------------|
| UBI30XP1 | | CYCLE BILLING # 01 ABSOLUTE HI/LOW RUN | | | | 4/01/2025 | 16.46.15 | DUE | 4/21/2025 | PAGE 3 | | | | | | |
| RTE-LOCT-RS | | RTECD | SERVICE | DESCRIPTION | PRESENT | PREVIOUS | MULT | CONSUMED | BILLED | TAXES-S | DEMAND | DAYS | LST MON | LST YEAR | REL CONS | PERIOD DATES |
| 770-0174-03 RICHARD A/LOUANN M HOYT W37810876 | | I | 001 | SFR IRRIGATION | 21168 | 736080 | 720270 | 1 | 15810 | 11.71 | 00000865 | | 8900 | | H 15701 | 2/25/25- 3/27/25 |
| 770-0175-03 MICHAEL A VOIT W19208753 | | I | 001 | SFR IRRIGATION | 21171 | 983800 | 962250 | 1 | 21550 | 24.62 | 00001170 | | 18580 | 19260 | H 15701 | 2/25/25- 3/27/25 |
| 770-0179-01 MICHAEL/REBECCA VARD W86626244 | | I | 001 | SFR IRRIGATION | 21179 | 284460 | 262780 | 1 | 21680 | 24.92 | 00001160 | | 23110 | 830 | H 15701 | 2/25/25- 3/27/25 |
| 770-0187-05 DAVID S./KRISTEN LINGEBACH W24001830 | | I | 001 | SFR IRRIGATION | 21193 | 64200 | 47040 | 1 | 17160 | 14.75 | 00001140 | | 18460 | 110 | H 15701 | 2/25/25- 3/27/25 |
| 770-0191-02 STEVEN/JUDY BOEKER W86626298 | | I | 001 | SFR IRRIGATION | 21204 | 2129400 | 2063440 | 1 | 65960 | 144.78 | 00000910 | | 18130 | 14580 | H 15701 | 2/25/25- 3/27/25 |
| 770-0192-01 JILL DAVIS W37158953 | | I | 001 | SFR IRRIGATION | 21205 | 1125830 | 1107420 | 1 | 18410 | 17.56 | 00001130 | | 6700 | 8220 | H 15701 | 2/25/25- 3/27/25 |
| 770-0206-02 FRANCISCO ARIAS W19208755 | | I | 001 | SFR IRRIGATION | 21233 | 637860 | 620500 | 1 | 17360 | 15.20 | 00001095 | | 25710 | 14320 | H 15701 | 2/25/25- 3/27/25 |
| 770-0212-02 GARY TROESTER W16377277 | | I | 001 | SFR IRRIGATION | 21252 | 574900 | 557230 | 1 | 17670 | 15.89 | 00000970 | | 17920 | 9310 | H 15701 | 2/25/25- 3/27/25 |
| 770-0223-02 SHANA/ANDREW THOMAS W19208751 | | I | 001 | SFR IRRIGATION | 21282 | 646170 | 625700 | 1 | 20470 | 22.19 | 00001005 | | 35170 | 27460 | H 15701 | 2/25/25- 3/27/25 |
| 770-0231-03 KAREN LATONE W19208786 | | I | 001 | SFR IRRIGATION | 21298 | 645160 | 614390 | 1 | 30770 | 48.00 | 00001025 | | 16900 | 16340 | H 15701 | 2/25/25- 3/27/25 |
| 770-0233-02 JU CHOU W23011018 | | I | 001 | SFR IRRIGATION | 21306 | 330220 | 313610 | 1 | 16610 | 13.51 | 00001035 | | 15780 | 17240 | H 15701 | 2/25/25- 3/27/25 |
| 770-0251-01 JOEY/SANDRA HATFIELD W19208778 | | I | 001 | SFR IRRIGATION | 21540 | 979380 | 962630 | 1 | 16750 | 13.82 | 00001225 | | 18650 | 7070 | H 15701 | 2/25/25- 3/27/25 |
| 770-0269-02 JOHN/LESLIE DULMER W86626803 | | I | 001 | SFR IRRIGATION | 21580 | 2633070 | 2614100 | 1 | 18970 | 18.82 | 00001265 | | 20510 | 6280 | H 15701 | 2/25/25- 3/27/25 |
| 770-0273-03 NICHOLAS/CANDICE BALTUSEVICH W36888985 | | I | 001 | SFR IRRIGATION | 21595 | 308940 | 292100 | 1 | 16840 | 14.03 | 00001630 | 30 | | | H 15701 | 2/25/25- 3/27/25 |
| 770-0300-02 JENNIFER/RYAN VOGLER W22223123 | | I | 001 | SFR IRRIGATION | 21667 | 178060 | 148110 | 1 | 29950 | 45.75 | 00001535 | | 15190 | 9540 | H 15701 | 2/25/25- 3/27/25 |
| 770-0344-03 MARIA F. MELARA W86626423 | | I | 001 | SFR IRRIGATION | 21785 | 1884520 | 1866060 | 1 | 18460 | 17.67 | 00001390 | | 17180 | 16540 | H 15701 | 2/25/25- 3/27/25 |
| 770-0354-04 ALISON/KENNETH BROWN W21058952 | | I | 001 | SFR IRRIGATION | 11536 | 464520 | 437890 | 1 | 26630 | 36.62 | 00001755 | | 23640 | | H 15701 | 2/25/25- 3/27/25 |
| 770-0357-01 DONALD/CHERYL MURRAY W86626506 | | I | 001 | SFR IRRIGATION | 11548 | 2304720 | 2275660 | 1 | 29060 | 43.30 | 00001740 | | 18290 | 8810 | H 15701 | 2/25/25- 3/27/25 |
| | | | | | | | | | UB130DCL | QSYSPRT | | | | | | |

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|--|--|--|---------|----------------|---------|-----------|----------|----------|-----------|---------|----------|------|---------|----------|----------|------------------|
| UB130XP1 | | CYCLE BILLING # 01 ABSOLUTE HI/LOW RUN | | | | 4/01/2025 | 16.46.15 | DUE | 4/21/2025 | PAGE | | 4 | | | | |
| RTE-LOCT-RS | | RTECD | SERVICE | DESCRIPTION | PRESENT | PREVIOUS | MULT | CONSUMED | BILLED | TAXES-S | DEMAND | DAYS | LST MON | LST YEAR | REL CONS | PERIOD DATES |
| 770-0361-02 LENIESHA FERRIGON W24001843 | | I | 001 | SFR IRRIGATION | 21607 | 21607 | 1 | 17670 | 15.89 | | 00001810 | | 9340 | 4710 | H 15701 | 2/25/25- 3/27/25 |
| 770-0371-03 PETER PRESTON W22223092 | | I | 001 | SFR IRRIGATION | 21646 | 21646 | 1 | 19510 | 20.03 | | 00001970 | | 20750 | | H 15701 | 2/25/25- 3/27/25 |
| 770-0389-02 ANGIE/KEVIN HAUGE W22223115 | | I | 001 | SFR IRRIGATION | 21720 | 21720 | 1 | 25300 | 33.06 | | 00001915 | | 11000 | 9400 | H 15701 | 2/25/25- 3/27/25 |
| 770-0391-02 PHILLIP/JULIE FRANKLIN W37158894 | | I | 001 | SFR IRRIGATION | 21727 | 21727 | 1 | 16890 | 14.14 | | 00001870 | | 21660 | 25980 | H 15701 | 2/25/25- 3/27/25 |
| 770-0395-02 DAVID/MARTINA O'HORA W37158933 | | I | 001 | SFR IRRIGATION | 21746 | 21746 | 1 | 17360 | 15.20 | | 00001895 | | 15500 | 20940 | H 15701 | 2/25/25- 3/27/25 |
| 770-0398-02 CHARLES/DEBRA MURPHY W22142719 | | I | 001 | SFR IRRIGATION | 21751 | 21751 | 1 | 22860 | 27.57 | | 00001885 | | 22690 | 19450 | H 15701 | 2/25/25- 3/27/25 |
| 770-0688-02 TIMOTHY/KIMBERLY ROBINSON W37810841 | | I | 001 | SFR IRRIGATION | 21516 | 21516 | 1 | 19870 | 20.84 | | 00002055 | | 21100 | 22380 | H 15701 | 2/25/25- 3/27/25 |
| 770-0693-03 ANGELA STONE W12133330 | | I | 001 | SFR IRRIGATION | 21528 | 21528 | 1 | 22950 | 27.77 | | 00002070 | | 21130 | 20110 | H 15701 | 2/25/25- 3/27/25 |
| 770-0695-02 PAUL M. CARVEY W24001845 | | I | 001 | SFR IRRIGATION | 21532 | 21532 | 1 | 21730 | 25.03 | | 00002075 | | 23401 | 31240 | H 15701 | 2/25/25- 3/27/25 |
| 770-0698-01 JOHN/KATHLEEN CULLEN W37158916 | | I | 001 | SFR IRRIGATION | 11401 | 11401 | 1 | 31230 | 49.27 | | 00003150 | | 30150 | 21380 | H 15701 | 2/25/25- 3/27/25 |
| 770-0700-03 CHRISTINA/ADAM RUUD W37810833 | | I | 001 | SFR IRRIGATION | 11409 | 11409 | 1 | 19620 | 20.28 | | 00003145 | | 19740 | 3020 | H 15701 | 2/25/25- 3/27/25 |
| 770-0709-02 TRISHA/TIMOTHY GOFF W37810835 | | I | 001 | SFR IRRIGATION | 11434 | 11434 | 1 | 25170 | 32.77 | | 00003055 | | 28190 | 26320 | H 15701 | 2/25/25- 3/27/25 |
| 770-0829-04 SAMANTHA/TIMOTHY GRIFFIN W86626605 | | I | 001 | SFR IRRIGATION | 21410 | 21410 | 1 | 15920 | 11.96 | | 00003305 | | 17110 | 18100 | H 15701 | 2/25/25- 3/27/25 |
| 770-0855-01 ALAN RODRIGUEZ W20062613 | | I | 001 | SFR IRRIGATION | 21462 | 21462 | 1 | 18820 | 18.48 | | 00003370 | | 20440 | 17460 | H 15701 | 2/25/25- 3/27/25 |
| 770-0880-04 CHELSEA/MICHAEL GANEY W16398837 | | I | 001 | SFR IRRIGATION | 11369 | 11369 | 1 | 35050 | 59.77 | | 00003595 | | 10870 | | H 15701 | 2/25/25- 3/27/25 |
| 770-0886-06 DIANE FRANCES/ALLEN RYAN SHAW W37158909 | | I | 001 | SFR IRRIGATION | 11385 | 11385 | 1 | 21470 | 24.44 | | 00003585 | | 18140 | 19860 | H 15701 | 2/25/25- 3/27/25 |
| 770-0888-02 CURT/CYNTHIA MILLER W37158888 | | I | 001 | SFR IRRIGATION | 11390 | 11390 | 1 | 18080 | 16.82 | | 00003460 | | 17080 | 18110 | H 15701 | 2/25/25- 3/27/25 |
| 770-0894-03 RAFAEL LOPEZ W37159033 | | I | 001 | SFR IRRIGATION | 11402 | 11402 | 1 | 19260 | 19.47 | | 00003475 | | 14520 | 8190 | H 15701 | 2/25/25- 3/27/25 |
| UB130DCL | | | | | | | | | QSYSPRT | | | | | | | |

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|--|---|-------------------------------|---------|----------|------|----------|---------|---------|----------|------|---------|----------|----------|------------------|
| UB130XP1 | CYCLE BILLING # 01 ABSOLUTE HI/LOW RUN 4/01/2025 16.46.15 DUE 4/21/2025 | | | | | | | | | | PAGE 6 | | | |
| RTE-LOCT-RS | RTECD | SERVICE DESCRIPTION | PRESENT | PREVIOUS | MULT | CONSUMED | BILLED | TAXES-S | DEMAND | DAYS | LST MON | LST YEAR | REL CONS | PERIOD DATES |
| 770-9015-01 PINECREST W20201072 | I 003 | PINECREST #1 IRRIGATION VILLA | 561670 | 534991 | 100 | 666975 | 1263.79 | | 00002020 | | 415450 | 293600 | H 75501 | 2/25/25- 3/27/25 |
| 770-9016-01 PINECREST W20201072 | I 003 | PINECREST #3 IRRIGATION VILLA | 561670 | 534991 | 100 | 666975 | 1263.79 | | 00002025 | | 415450 | 293600 | H 75501 | 2/25/25- 3/27/25 |
| 770-9017-01 PINECREST C/O PRECEDENT HOSP W20201072 | I 003 | PINECREST #2 IRRIGATION VILLA | 561670 | 534991 | 100 | 666975 | 1263.79 | | 00000000 | | 415450 | 293600 | H 75501 | 2/25/25- 3/27/25 |
| 770-9018-01 PINECREST C/O PRECEDENT HOSP W20201072 | I 003 | PINECREST #4 IRRIGATION VILLA | 561670 | 534991 | 100 | 666975 | 1263.79 | | 00000000 | | 415450 | 293600 | H 75501 | 2/25/25- 3/27/25 |

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
Bib**

STONEYBROOK CDD

FROM: ANA VIVIAN GIRALDEZ

4/2/2025

UPDATED LIST FOR IRRIGATION WATER DISCONNECTED

| NAME | ADDRESS | METER | ACCT # | AMOUNT |
|-------------|----------------------|--------------|---------------|---------------|
| ZOLA | 21600 WINDHAM RUN | W86423997 | 770-1001-01 | \$3,252.23 |
| PICKARD | 21667 WINDHAM RUN | W37810843 | 770-1033-02 | \$296.31 |
| KOETH | 21175 BRAXFIELD LOOP | W36888997 | 770-0177-02 | \$287.91 |

**STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
BII**

| STONEBROOK COMMUNITY DEVELOPMENT DISTRICT | | |
|--|---|---------|
| | | |
| BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE | | |
| | | |
| LOCATION | | |
| <i>Stoneybrook Community Center, 11800 Stoneybrook Golf Boulevard, Estero, Florida 33928</i> | | |
| | | |
| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
| | | |
| October 22, 2024 | Regular Meeting | 9:00 AM |
| | | |
| November 12, 2024* | Regular Meeting | 6:00 PM |
| | | |
| December 10, 2024** | Public Hearing & Regular Meeting | 9:00 AM |
| | | |
| January 28, 2025 | Regular Meeting | 9:00 AM |
| | | |
| January 28, 2025 | Joint Workshop with Homeowner's Association | 5:30 PM |
| | | |
| February 25, 2025 | Regular Meeting | 6:00 PM |
| | | |
| March 10, 2025 | Workshop: Junior Golf Program | 6:00 PM |
| | | |
| March 25, 2025 | Regular Meeting | 9:00 AM |
| | | |
| April 22, 2025 | Regular Meeting | 9:00 AM |
| | | |
| May 27, 2025 | Regular Meeting | 6:00 PM |
| | | |
| June 24, 2025 | Regular Meeting | 9:00 AM |
| | | |
| July 22, 2025 | Regular Meeting | 9:00 AM |
| | | |
| August 26, 2025 | Regular Meeting | 6:00 PM |
| | | |
| September 23, 2025 | Regular Meeting | 9:00 AM |
| | | |

Exceptions

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

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