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***OAK STONE EAST  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Board of Supervisors  
Regular Meeting***

***Wednesday,  
April 17, 2019***

***10:00 a.m.***

***At:***

***Holiday Inn Express & Suites Arcadia  
2790 SE Highway 70  
Arcadia, Florida 34266***

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

# OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT AGENDA

Holiday Inn Express & Suites  
2709 SE Hwy. 70 Arcadia, Florida 34266

<b>District Board of Supervisors</b>	Mike Lawson Doug Draper Lori Price Chrisite Ray	Chairman Vice Chairman Assistant Secretary Assistant Secretary
<b>District Manager</b>	Paul Cusmano	DPFG
<b>District Attorney</b>	John Vericker	Straley Robin Vericker
<b>District Engineer</b>	Tonja Stewart	Stantec Consulting Services, Inc.

**All cellular phones and pagers must be turned off during the meeting.**

**The District Agenda is comprised of six different sections:**

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Administrative Matters** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

## OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Wednesday, April 17, 2019  
Time: 10:00 a.m.  
Location: Holiday Inn Express  
2790 SE Highway 70  
Arcadia FL

### **I. Roll Call**

### **II. Audience Comments**

### **III. Administrative Matters**

- A. Approval of the February 20, 2019 Meeting Minutes **Exhibit 1**

### **IV. Business Items**

- A. Consideration and Adoption of Resolution 2019-27 Canvassing Landowners Election **Exhibit 2**
- B. Ratification of Resolution 2019-28 Re-Designating Officers **Exhibit 3**
- C. Consideration and Adoption of Resolution 2019-29 Adopting FY 2019 Budget and Funding Agreement **Exhibit 4**
- D. Consideration and Adoption of Resolution 2019-30 Adopting the Rules of Procedure **Exhibit 5**
- E. Consideration and Adoption of Resolution 2019-31 Adopting the Amenities Rules and Policies **Exhibit 6**
- F. Consideration and Adoption of Resolution 2019-32 Adopting the Uniform Method of Collection **Exhibit 7**
- G. Consideration and Adoption of Resolution 2019-33 Approving the Proposed FY 2019-2020 Budget and Setting the Public Hearing **Exhibit 8**
- H. Innovative Employer Solutions, Inc. Payroll Service Agreement **Exhibit 9**

### **V. Staff Reports**

- A. **District Manager**
- B. **District Counsel**
- C. **District Engineer**

### **VI. Adjournment**

**EXHIBIT 1.**

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**MINUTES OF MEETING  
OAK STONE EAST  
COMMUNITY DEVELOPMENT DISTRICT**

10 The Organizational Meeting of the Board of Supervisors of the Oak Stone East  
11 Community Development District was held on Wednesday, February 20, 2019 at 10:00 a.m.  
12 at Holiday Inn Express & Suites Arcadia, 2790 SE Highway 70, Arcadia, Florida 34266.

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**FIRST ORDER OF BUSINESS – Call To Order**

16 Mr. Cusmano called the meeting to order and conducted roll call.

17 Present and constituting a quorum were:

18 Mike Lawson (*after Oath*) Board Supervisor, Chairman  
19 Doug Draper (*after Oath*) Board Supervisor, Vice Chairman  
20 Lori Price (*after Oath*) Board Supervisor, Assistant Secretary

21 Also present were:

22 Paul Cusmano District Manager, DPGF Management & Consulting LLC

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*The following is a summary of the discussions and actions taken at the February 20, 2019 Oak Stone East CDD Organizational meeting.*

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**SECOND ORDER OF BUSINESS – Public Comment Period**

30 There being none, next item followed.

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**THIRD ORDER OF BUSINESS – Oath of Office for Supervisors**

33 Mr. Cusmano distributed the Oath of Office for Supervisors to the newly elected Board  
34 Supervisors to read and sign.

35  
36

**FOURTH ORDER OF BUSINESS – Review of Chapter 190, Florida Statutes**

37 Mr. Cusmano reviewed the Chapter 190, Florida Statutes and asked for questions. There being  
38 none, next item followed.

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**FIFTH ORDER OF BUSINESS – Review of Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

41 Mr. Cusmano reviewed the Guide to Sunshine Amendment and Code of Ethics for Public  
42 Officers and Employees and asked for questions. There being none, next item followed.

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**SIXTH ORDER OF BUSINESS – Administrative Matters**

45 A. **Exhibit 1:** Resolution 2019-01; Designating Officers: Chairman, Vice Chairman,  
46 Treasurer, Assistant Treasurer, and Assistant Secretary

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<p>On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted Resolution <b>2019-01</b>, Designating the Officers of the District as follows: Mr. Mike Lawson to serve as Chairman, Mr. Doug Draper to serve as Vice Chairman, and Ms. Lori Price, Ms. Sonia Valentin, and Ms. Christie Ray to serve as Assistant Secretaries; District staffing as</p>
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44 follows: Mr. Paul Cusmano as Secretary, Ms. Patricia Comings-Thibault as Treasurer, Mr. Maik  
45 Aagaard as Assistant Treasurer; and Ms. Janet Johns as Assistant Secretary for the Oak Stone  
46 East Community Development District.

47 **B. Exhibit 2:** Resolution 2019-02; Appointing District Manager

48 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
49 Board adopted Resolution **2019-02**; appointing the District Manager to be DPFM Management &  
50 Consulting, LLC. (“DPFM”), subject to confirmation of the amount for the Oak Stone East  
51 Community Development District.

52 **C. Exhibit 3:** Resolution 2019-03; Appointing Secretary

53 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
54 Board adopted Resolution **2019-03**; appointing the Secretary to be Mr. Paul Cusmano for the  
55 Oak Stone East Community Development District.

56 **D. Exhibit 4:** Resolution 2019-04; Appointing District Counsel

57 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
58 Board adopted Resolution **2019-04**; appointing the District Counsel to be Straley Robin Vericker  
59 for the Oak Stone East Community Development District.

60 **E. Exhibit 5:** Resolution 2019-05; Designating Registered Agent and Registered Office

61 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
62 Board adopted Resolution **2019-05**; designating the registered agent to be Mr. John M. Vericker  
63 and the registered office to be Straley Robin Vericker, 1510 W. Cleveland Street, Tampa, Florida  
64 33606 for the Oak Stone East Community Development District.

65 **F. Exhibit 6:** Resolution 2019-06; Designating Primary Administrative Office and Principal  
66 Headquarters

67 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
68 Board adopted Resolution **2019-06**; designating the primary administrative office to be DPFM  
69 Management & Consulting, LLC, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 and  
70 the principal headquarters to be DPFM Management & Consulting, LLC, 250 International  
71 Parkway, Suite 280, Lake Mary, Florida 32746 for the Oak Stone East Community Development  
72 District.

73 **G. Exhibit 7:** Resolution 2019-07; Designating Local District Records Office

74 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
75 Board adopted Resolution **2019-07**; designating the local district records office to be DPFM  
76 Management & Consulting, LLC, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 for  
77 the Oak Stone East Community Development District.

78 **H. Exhibit 8:** Resolution 2019-08; Designating Public Comment Period

79 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
80 Board adopted Resolution **2019-08**; designating the public comment period to be limited to three  
81 (3) minutes per person and held at the start of each Board meeting before consideration of any  
82 propositions by the Board for the Oak Stone East Community Development District.

83 I. Consideration of Establishment of Audit Committee

84 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
85 Board approved the Establishment of Audit Committee for the Oak Stone East Community  
86 Development District.

87 J. Discussion of District Website Services

88 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
89 Board approved the District Website Services for the Oak Stone East Community Development  
90 District.

91

92 **SEVENTH ORDER OF BUSINESS – Organizational Matters**

93 A. **Exhibit 9:** Resolution 2019-09; Consideration of Travel Reimbursement Policy

94 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
95 Board adopted Resolution **2019-09**; Consideration of Travel Reimbursement Policy for the Oak  
96 Stone East Community Development District.

97 B. **Exhibit 10:** Resolution 2019-10; Consideration of Resolution Setting Forth District  
98 Policy for Legal Defense of Board Members and Officers

99 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
100 Board adopted Resolution **2019-10**; Consideration of Resolution Setting Forth District Policy for  
101 Legal Defense of Board Members and Officers and authorized the Chair to obtain public officers  
102 liability insurance for the Oak Stone East Community Development District.

103 C. **Exhibit 11:** Resolution 2019-11; Authorizing the Recorded Notice of Establishment

104 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
105 Board adopted Resolution **2019-11**; authorizing the recorded notice of establishment for the Oak  
106 Stone East Community Development District.

107 D. **Exhibit 12:** Resolution 2019-12; Adopt Records Retention Schedule

108 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
109 Board adopted Resolution **2019-12**; adopting the records retention schedule pursuant to Florida  
110 Statutes for the Oak Stone East Community Development District.

111 E. **Exhibit 13:** Resolution 2019-13; Prompt Payment Policies and Procedures

112 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
113 Board adopted Resolution **2019-13**; Prompt Payment Policies and Procedures for the Oak Stone  
114 East Community Development District.

115 F. Consideration of Retention of Interim Engineer

116 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
117 Board approved the Retention of Interim Engineer for the Oak Stone East Community  
118 Development District.

119 G. **Exhibit 14:** Authorize RFQ for District Engineer

120 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
121 Board approved the motion to authorize the Chair to execute the RFQ for District Engineer for  
122 the Oak Stone East Community Development District.

123 H. **Exhibit 15:** Resolution 2019-14; Authorizing Chair to Execute Plats, Permits, and  
124 Conveyances

125 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
126 Board adopted Resolution **2019-14**; authorizing the Chair to execute plats, permits, and  
127 conveyances for the Oak Stone East Community Development District.

128  
129 **EIGHTH ORDER OF BUSINESS – Meeting and Hearing Dates Matters**

130 A. **Exhibit 16:** Resolution 2019-15; Designate Regular Meeting Dates, Time and Location  
131 for FY 2018/2019

132 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
133 Board adopted Resolution **2019-15**; designating the regular meeting dates, time, and location for  
134 FY 2018/2019 to be held on the third Wednesday of every month at 10:00 a.m. in a conference  
135 room of the Holiday Inn Express & Suites Arcadia, 2709 SE Hwy 70, Arcadia, Florida 34266 for  
136 the Oak Stone East Community Development District.

137 B. **Exhibit 17:** Resolution 2019-16; Consideration of Proposed Budget for FY 2018/2019  
138 for Submission to County and Set Date, Time, Place for Public Hearing

139 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
140 Board adopted Resolution **2019-16**; Consideration of Proposed Budget for FY 2018/2019 for  
141 Submission to County and Set Date, Time, Place for Public Hearing to be held on April 17, 2019  
142 at 10:00 a.m. at the Holiday Inn Express & Suites Arcadia, 2709 SE Hwy 70, Arcadia, Florida  
143 34266 for the Oak Stone East Community Development District.

144 C. **Exhibit 18:** Resolution 2019-17; Set Date, Time and Place and Authorize Publication of  
145 Notice of Public Hearing on Rules of Procedure

146 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
147 Board adopted Resolution **2019-17**; setting the date, time and place for the public hearing to  
148 adopt the rules of procedure to be held on April 17, 2019 at 10:00 a.m. at the Holiday Inn



149 Express & Suites Arcadia, 2709 SE Hwy 70, Arcadia, Florida 34266 and authorized the  
150 publication of the notice of public hearing to adopt the rules of procedure for the Oak Stone East  
151 Community Development District.

152 D. **Exhibit 19:** Resolution 2019-18; Set Date, Time and Place and Authorize Publication of  
153 Notice of Public Hearing on Amenities Rules & Policies

154 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
155 Board adopted Resolution **2019-18**; setting the date, time and place for the public hearing to  
156 adopt the amenities rules and policies to be held on April 17, 2019 at 10:00 a.m. at the Holiday  
157 Inn Express & Suites Arcadia, 2709 SE Hwy 70, Arcadia, Florida 34266 and authorized the  
158 publication of the notice of public hearing to adopt the amenities rules and policies for the Oak  
159 Stone East Community Development District.

160 E. **Exhibit 20:** Resolution 2019-19; Set Date, Time and Location and Authorize Publication  
161 of Notice of Public Hearing on Uniform Method of Collecting

162 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
163 Board adopted Resolution **2019-19**; setting the date, time and place for the public hearing to  
164 adopt the uniform method of collecting to be held on April 17, 2019 at 10:00 a.m. at the Holiday  
165 Inn Express & Suites Arcadia, 2709 SE Hwy 70, Arcadia, Florida 34266 and authorized the  
166 publication of the notice of public hearing to adopt the uniform method of collecting for the Oak  
167 Stone East Community Development District.

168 F. **Exhibit 21:** Resolution 2019-20; Set Date, Time and Location and Authorize Publication  
169 of Notice of Landowners Meeting

170 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
171 Board adopted Resolution **2019-20**; setting the date, time and place for the landowners meeting  
172 to be held on April 17, 2019 at 10:00 a.m. at the Holiday Inn Express & Suites Arcadia, 2709 SE  
173 Hwy 70, Arcadia, Florida 34266 and authorized the publication of the notice of the landowners  
174 meeting for the Oak Stone East Community Development District.

175  
176 **NINTH ORDER OF BUSINESS – Banking Matters**

177 A. **Exhibit 22:** Resolution 2019-21; Select District Depository

178 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
179 Board adopted Resolution **2019-21**; selecting the district depository to be Bank United for the  
180 Oak Stone East Community Development District.

181 B. **Exhibit 23:** Resolution 2019-22; Authorize Bank Account Signatories

182 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
183 Board adopted Resolution **2019-22**; designating the Secretary, Treasurer, and Assistant Treasurer  
184 as authorized signatories for the Oak Stone East Community Development District.

185 C. **Exhibit 24:** Resolution 2019-23; Approve Disbursement of Expenses

186 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
187 Board adopted Resolution **2019-23**; authorizing the payment of invoices of continuing expenses  
188 that meet the requirements for the Oak Stone East Community Development District.

189 D. Consideration of Funding Request

190 *Consideration of the funding request is tabled to the April 17, 2019 meeting.*

191 E. **Exhibit 25:** Resolution 2019-24; Adopting Investment Guidelines

192 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
193 Board adopted Resolution **2019-24**; adopting the investment guidelines for the Oak Stone East  
194 Community Development District.

195  
196 **TENTH ORDER OF BUSINESS – Bond Matters**

197 A. Appointment of Financing Team

198 1. **Exhibit 26:** Appointment of Bond Counsel

199 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
200 Board approved Nabors, Giblin & Nickerson, P.A. (“Nabors Giblin”) to serve as bond counsel  
201 and approved the bond counsel agreement for the Oak Stone East Community Development  
202 District.

203 2. Appointment of Investment Banker

204 *The appointment of an Investment Banker is tabled to the April 17, 2019 meeting.*

205 3. Appointment of Trustee

206 *The appointment of a Trustee is tabled to the April 17, 2019 meeting.*

207 4. **Exhibit 27:** DPFG Bond and Assessment Agreement

208 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
209 Board approved the DPFG Bond and Assessment Agreement for the Oak Stone East Community  
210 Development District.

211 B. **Exhibit 28:** Resolution 2019-25; Authorizing the Issuance of Bonds, Approving the  
212 Form of Indenture, and Authorizing Commencement of Validation Proceedings

213 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
214 Board adopted Resolution **2019-25**; Authorizing the Issuance of Bonds, Approving the Form of  
215 Indenture, and Authorizing Commencement of Validation Proceedings for the Oak Stone East  
216 Community Development District.

217 C. **Exhibit 29:** Resolution 2019-26; Approving the Development Acquisition Agreement  
218 and Promissory Note

219 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the  
220 Board adopted Resolution **2019-26**; Approving the Development Acquisition Agreement and  
221 Promissory Note for the Oak Stone East Community Development District.

222  
223 **ELEVENTH ORDER OF BUSINESS – Staff Reports**

224 A. District Counsel  
225 There being none, next item followed.

226 B. Interim Engineer  
227 There being none, next item followed.

228 C. District Manager  
229 There being none, next item followed.

230  
231 **TWELFTH ORDER OF BUSINESS – Supervisors Requests and Audience Comments**

232 There being none, next item followed.

233  
234 **THIRTEENTH ORDER OF BUSINESS – Adjournment**

235 Mr. Cusmano asked for final questions, comments, or corrections before adjourning the  
236 meeting. There being no new additional items, and upon a motion duly made, seconded and  
237 unanimously carried, Mr. Cusmano declared the meeting adjourned.

238 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
239 Board adjourned the organizational meeting for the Oak Stone East Community Development  
240 District.

241 *\*Each person who decides to appeal any decision made by the Board with respect to any matter*  
242 *considered at the meeting is advised that person may need to ensure that a verbatim record of*  
243 *the proceedings is made, including the testimony and evidence upon which such appeal is to be*  
244 *based.*

245  
246 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**  
247 **noticed meeting held on \_\_\_\_\_.**  
248

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

249

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

250  
251 **Title:**  **Secretary**  **Assistant Secretary**

**Title:**  **Chairman**  **Vice Chairman**

**EXHIBIT 2.**

**RESOLUTION 2019-27**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Oak Stone East Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held following the creation of a community development district for the purpose of electing supervisors of the District; and

**WHEREAS**, following proper publication and notice thereof, on April 17, 2019, the owners of land within the District held a meeting for the purpose of electing supervisors to the District’s Board of Supervisors (“Board”); and

**WHEREAS**, at the April 17, 2019 meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

**WHEREAS**, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner’s election, and announce the Board Members, seat number designations on the Board.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

Seat 1	_____	Votes: _____
Seat 2	_____	Votes: _____
Seat 3	_____	Votes: _____
Seat 4	_____	Votes: _____
Seat 5	_____	Votes: _____

**SECTION 3.** In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following terms of office:

Seat 1	_____	Years: _____
Seat 2	_____	Years: _____
Seat 3	_____	Years: _____
Seat 4	_____	Years: _____
Seat 5	_____	Years: _____

**SECTION 4.** Said terms of office commenced on April 17, 2019.

**SECTION 5.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

**PASSED AND ADOPTED** this 17th day of April, 2019.

**ATTEST:**

**OAK STONE EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: Paul Cusmano

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: Mike Lawson

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF THE  
OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

**DATE OF LANDOWNERS' MEETING:**      **April 17, 2019**

**TIME:**                    **10:00 A.M.**

**LOCATION:**      **Holiday Inn Express & Suites Arcadia  
2709 SE Hwy 70  
Arcadia, Florida 34266**

Pursuant to Chapter 190, Florida Statutes, and after a community development district ("District") has been established the landowners hold a landowners' meeting for the purpose of electing five members to serve on the Board of Supervisors ("Board"). The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners for a two year period and two (2) seats will be up for election by landowners for a four year period. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT  
DESOTO COUNTY, FLORIDA  
LANDOWNERS' MEETING – APRIL 17, 2019**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Oak Stone East Community Development District to be held at the offices of Holiday Inn Express & Suites Arcadia, 2709 SE Hwy 70, Arcadia, Florida 34266, on April 17, 2019, at 10:00 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_



NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT**  
**DESOTO COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – APRIL 17, 2019**

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**For Election (5 Supervisors):** The two candidates receiving the highest number of votes will receive a four (4) year term, and the three candidates receiving the lowest number of votes will receive a two (2) year term, with the term of office for each of the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Oak Stone East Community Development District and described as follows:

<b><u>Description</u></b>	<b><u>Acreage</u></b>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowners' Proxy attached hereto, do cast my votes as follows:

**NAME OF CANDIDATE**

**NUMBER OF VOTES**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT 3.**

RESOLUTION 2019-28

A RESOLUTION RE-DESIGNATING OFFICERS OF THE OAK  
STONE EAST COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Oak Stone East Community Development District at the business meeting held on \_\_\_\_\_, 2019 desires to appoint the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT:


1. The following persons were appointed to the offices shown, to wit:

<u>Mike Lawson</u>	Chairman
<u>Doug Draper</u>	Vice Chairman
<u>Paul Cusmano</u>	Secretary
<u>Patricia Comings-Thibault</u>	Treasurer
<u>Maik Aagaard</u>	Assistant Treasurer
<u>Janet Johns</u>	Assistant Secretary
<u>Lori Price</u>	Assistant Secretary
<u>Christie Ray</u>	Assistant Secretary
_____	Assistant Secretary

2. That this resolution supersedes all previous resolutions and motions designating, electing or appointing officers adopted by the Board of Supervisors of the Oak Stone East Community Development District and are hereby declared null and void.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

  
\_\_\_\_\_  
Mike Lawson  
Chairman

  
\_\_\_\_\_  
Paul Cusmano  
Secretary

**EXHIBIT 4.**

## RESOLUTION 2019-29

**THE ANNUAL APPROPRIATION RESOLUTION OF THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 23, 2019 (THE EFFECTIVE DATE OF THE ORDINANCE ESTABLISHING THE DISTRICT), AND ENDING SEPTEMBER 30, 2019 (“FY 2019”); APPROVING A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has submitted to the Board of Supervisors (the “Board”) a proposed budget for the current budget year, consistent with the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the District Manager shall file a copy of the Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the fiscal year; and

**WHEREAS**, in order to fully fund the Budget, the Board desires to approve the Budget Funding Agreement attached in **Exhibit “A”**.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1. Budget**

- a. That the Board has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Treasurer, the office of the Recording Secretary, and the District Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Managers Proposed Budget, attached hereto as **Exhibit “B”**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures and/or revised projections for fiscal year 2019.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Treasurer and the District Recording Secretary and identified as “The Budget for the Oak Stone East Community Development District for the Fiscal Year Beginning on January 23, 2019 (the establishment date of the District) and Ending September 30, 2019, as Adopted by the Board on April 17, 2019.”

**Section 2. Appropriations**

There is hereby appropriated out of the revenues of the District, for the fiscal year beginning January 23, 2019, the effective date of the Ordinance establishing the District, and ending September 30, 2019, the sum of \$\_\_\_\_\_ to be raised by a Budget Funding Agreement, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

**Section 3. Budget Amendments**

Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer

must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption.

**Section 4. Budget Funding Agreement**

The form of the Budget Funding Agreement, attached as **Exhibit "B"** hereto, is hereby approved in order to fund the Developer's portion of the budget for Fiscal Year 2019.

**Section 5. Effective Date.**

This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Oak Stone East Community Development District.

**PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 2019.**

**ATTEST:**

**OAK STONE EAST COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/ Assistant Secretary  
Print Name: Paul Cusmano

---

Chair/ Vice Chair  
Print Name: Mike Lawson

**Exhibit A: Budget Funding Agreement**

**Exhibit B: FY 2019 Budget**



**Budget Funding Agreement**  
Fiscal Year 2019

This Agreement is made and entered into this 17th day of April, 2019, by and between the **Oak Stone East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in DeSoto County, Florida (hereinafter "**District**"), and **Oak Stone, LLC**, a Florida limited liability company (hereinafter "**Developer**").

**Recitals**

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in DeSoto County, Florida, (the "**County**") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns real property within the District, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2019, which year commences on January 23, 2019 (the establishment date of the District) and concludes on September 30, 2019; and

WHEREAS, the District will need a funding mechanism to enable it to proceed with its operations and services during Fiscal Year 2019 as described in **Exhibit "A"** attached hereto; and

WHEREAS, the Developer desires to provide such funds, as are necessary, to the District to proceed with its operations and services for Fiscal Year 2019, as described in Exhibit "A."

**NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:**

1. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit "A", as may be amended from time to time, within thirty (30) days of written request by the District. The monies to be funded by the Developer will be the difference between any actual on-roll and other non-off roll revenues received by the District minus the actual expenditures incurred by the

District and will be provided on an “as needed” basis only. The funds shall be placed in the District’s general checking account. These payments are made by the Developer in lieu of taxes, fees or assessments which might otherwise be levied or imposed by the District. However, at the end of each fiscal year if it is determined there is a surplus that is related to the deficit funding provided by the Developer; the Developer will be entitled to a return of such funds up to the total amount deficit funded.

2. The parties hereto recognize that a portion of the aforementioned operating expenses may be required in support of the District’s effort to implement its capital improvements program which are to be financed in the form of note(s), bond(s) or future developer advances and as such may be considered to be reimbursable expenses. The District agrees that upon the issuance of its note(s) or bonds(s) that there will be included an amount sufficient to reimburse the Developer for a portion of the advances made pursuant to this agreement and such reimbursement will be made within thirty (30) days of receiving the proceeds of the note(s) or bond(s). The advances made pursuant to this agreement and reimbursement of same will not include any interest charge since it is anticipated that the District will proceed in a timely fashion to obtain its note(s) or bond(s).

3. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

4. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

5. This Agreement may be assigned, in whole or in part by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.

6. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

7. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for, trial alternative dispute resolution, or appellate proceedings.

8. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is

intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. The Agreement shall be effective after execution by both parties hereto.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

**Oak Stone East Community  
Development District**

\_\_\_\_\_  
Paul Cusmano  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Michael Lawson  
Chair of the Board of Supervisors

**Oak Stone, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
John Ryan  
Manager

\_\_\_\_\_  
Witness

**Exhibit "A" – Fiscal Year 2019 General Fund Budget**

**STATEMENT 1**  
**OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2019 PROPOSED BUDGET - GENERAL FUND (O&M)**  
For the Time Period 01.23.2019 - 09.30.2019

	FY 2019
<b>I. REVENUE</b>	
GENERAL FUND REVENUE /(a)	\$ 63,158
INTEREST	
<b>TOTAL REVENUE</b>	<b>63,158</b>
<b>II. EXPENDITURES</b>	
<b>GENERAL ADMINISTRATIVE</b>	
SUPERVISORS COMPENSATION (5 Supervisors-7 Meetings)	7,000
PAYROLL TAXES	536
PAYROLL PROCESSING	385
MANAGEMENT CONSULTING SERVICES	14,000
CONSTRUCTION ACCOUNTING SERVICES	-
PLANNING, COORDINATING & CONTRACT SERVICES	24,000
ADMINISTRATIVE SERVICES	2,042
BANK FEES	300
MISCELLANEOUS	-
AUDITING SERVICES	2,500
TRAVEL PER DIEM	-
INSURANCE	2,500
REGULATORY AND PERMIT FEES	175
LEGAL ADVERTISEMENTS	3,500
ENGINEERING SERVICES	2,000
LEGAL SERVICES	3,500
PERFORMANCE & WARRANTY BOND PREMIUM	-
WEBSITE HOSTING	720
ADMINISTRATIVE CONTINGENCY	-
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>63,158</b>
<b>DEBT ADMINISTRATION:</b>	
DISSEMINATION AGENT	-
TRUSTEE FEES	-
ARBITRAGE	-
<b>TOTAL DEBT ADMINISTRATION</b>	<b>-</b>
<b>PHYSICAL ENVIRONMENT EXPENDITURES</b>	
COMPREHENSIVE FIELD SERVICES	-
STREETPOLE LIGHTING	-
ELECTRICITY (IRRIGATION & POND PUMPS)	-
WATER	-
LANDSCAPING MAINTENANCE	-
IRRIGATION MAINTENANCE	-
ELECTRICAL IRRIGATION PUMP	-
POND MAINTENANCE	-
CONTINGENCY FOR PHYSICAL ENVIRONMENT	-
<b>TOTAL PHYSICAL ENVIRONMENT EXPENDITURES</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>63,158</b>
<b>III. EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>
FUND BALANCE - BEGINNING	-
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>

**Footnote:**

(1) Revenue collections from County tax collector and/or budget funding agreement as needed only based on actual expenditures. Draws upon budget funding agreement can only be based on actual expenditures.

**EXHIBIT 5.**

**RESOLUTION 2019-30**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING UNIFORM RULES OF PROCEDURE, IN KEEPING WITH CHAPTER 120.54(5), FLORIDA STATUTES.**

**WHEREAS**, the Oak Stone East Community Development District (hereinafter the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within DeSoto County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the “**Board**”) is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

**WHEREAS**, in accordance with Section 120.54(5), Florida Statutes, the District must comply with the adoption of Uniform Rules of Procedure as established by the Florida Administration Commission; and

**WHEREAS**, the District set April 17, 2019, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 120.54, Florida Statutes; and

**WHEREAS**, the District has complied with the rule making process as outlined in Section 120.54, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT:**

Section 1: The Board hereby adopts the Rules of Procedure as attached hereto as **Exhibit “A”**.

Section 2: This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 2019.**

**OAK STONE EAST COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/ Assistant Secretary  
Print Name: Paul Cusmano

---

Chair/ Vice Chair  
Print Name: Mike Lawson

**EXHIBIT A**

**RULES OF PROCEDURE**

**OAK STONE EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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**RULES OF PROCEDURE  
OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT**

1.0 General.

- (1) Oak Stone East Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.
- (2) The purpose of these Rules of Procedure (“**Rules**”) is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the “**Board**”). After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

**Law Implemented:** s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. The Board shall exercise the powers granted to the District.
  - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).

- (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited or abstains from participating in discussion or voting on a particular item. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
- (a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
  - (b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair serves at the pleasure of the Board.
  - (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
  - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- (e) In the event that both the Chair and Vice-Chair are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
  
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
  
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings”, in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
  
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
  
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to the Board’s discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The Board’s Secretary shall prepare a memorandum of voting conflict (Form 8B) which shall then be signed by the Board member, filed with the Board’s Secretary, and attached to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns they have a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate memorandum of voting conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

**Specific Authority:** s.s. 190.001, 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.006, 190.007, 112.3143, Fla. Stat.

## 1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Records of Proceedings", may be copied or inspected at the District Office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.

**Specific Authority:** s.s. 190.011(5), 120.53, Fla. Stat.

**Law Implemented:** s.s. 190.006, 119.07, 120.53, Fla. Stat.

### 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:
  - (a) The date, time and place of the meeting, hearing, or workshop;
  - (b) A brief description of the nature, subjects and purposes of the meeting, hearing, or workshop;
  - (c) The District Office address for the submission of requests for copies of the agenda;
  - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711, who can aid you in contacting the District Office.
  - (e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
- (2) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.
  - (a) The District may, but is not required, to use the following format in preparing its agenda for its regular meetings:
    - Call to order
    - Roll call
    - Audience Questions and Comments on Agenda Items
    - Review of minutes
    - Specific items of old business
    - Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager

Supervisor's requests and comments

Audience Questions and Comments

Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.
- (9) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chair, can make or second a motion.

**Specific Authority:** s.s. 190.005, 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

## 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.
  - (b) All rules shall be drafted in accord with Chapter 120, Florida Statutes.

- (3) Notice of Proceedings and Proposed Rules.
- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.
- (b) The notice shall be published in a newspaper of general circulation in the county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Board must explain in writing why a



workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

- (5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.
  
- (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
  - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
  - (d) The published notice.
  
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.
- (10) Variances and Waivers. Variances and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.
- (11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes.

**Specific Authority:** s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

**Law Implemented:** s.s. 120.54, 190.035(2), Fla. Stat.

### 3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
2. Rule upon offers of proof and receive relevant evidence;
3. Regulate the course of the hearing, including any prehearing matters;
4. Enter orders;

5. Make or receive offers of settlement, stipulation, and adjustment.
  - (a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.
  - (b) The District shall issue a final order within forty-five (45) days:
    1. After the hearing is concluded, if conducted by the Board;
    2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
    3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:
  - (a) Adopt a resolution identifying the property to be taken;
  - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

**Specific Authority:** s.s. 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** s.s. 190.011(11), Fla. Stat.

#### 4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) Definitions.
  - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
  - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services (as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.
  - (c) “Emergency purchases” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive solicitation would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
  - (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
  - (e) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
  - (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and

qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (h) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (i) “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017, for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (j) “Purchase” means acquisition by sale, rent, lease, purchase, or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local government entity or political subdivision of the state.
- (k) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.

- (1) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

#### 4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
  - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
  - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
  - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
  - (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The

board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.

- (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
- (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.
- (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.
- (i) The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

#### 4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure.

- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
- (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid proposal:
  - 1. Hold all required applicable state professional licenses in good standing.
  - 2. Hold all required applicable federal licenses in good standing, if applicable.
  - 3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
  - 4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposals. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:



1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  2. The past performance of each bidder or proposer for the District and in other professional employment settings.
  3. The willingness of each bidder or proposer to meet time and budget requirements.
  4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  5. The recent, current, and project workloads of the bidder or proposer.
  6. The volume of work previously awarded to each bidder or proposer.
  7. Whether the cost components of each bid or proposal are appropriately balanced.
  8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, 255.0525, Fla. Stat.

#### 4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.
  
- (2) Procedure.
  - (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  
  - (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  
  - (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
    1. Hold the required applicable state and professional licenses in good standing.
    2. Hold all required applicable federal licenses in good standing, if any.
    3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
    4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
  - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  - 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
  - 3. The willingness of each bidder or proposer to meet time and budget requirements.
  - 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  - 5. The recent, current, and project workloads of the bidder or proposer.
  - 6. The volume of work previously awarded to each bidder or proposer.
  - 7. Whether the cost components of each bid or proposal are appropriately balanced.
  - 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or

allocated by the District for this purchase, the bids or proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.

- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

#### 4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

- (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 112.08, Fla. Stat.

#### 4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
  - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

- (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
  - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
  - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.
  - (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
  - (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to

function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.

- (6) Emergency Purchase. The District may make an emergency purchase of contractual services without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033(3), Fla. Stat.

#### 4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
  - (a) Hold all required applicable state professional licenses in good standing.
  - (b) Hold all required applicable federal licenses in good standing, if any.
  - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
  - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by

the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(3) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification of file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.



- (b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(4) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand

delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.

- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (6) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.011(3), 287.055, 190.033, Fla. Stat.

## 5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

**Specific Authority:** s.s. 120.57, 190 011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

## 5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Oak Stone East Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice

of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.

- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 120.57(3), 190.011(5) Fla. Stat.

**Law Implemented:** s.s. 120.57(3), 190.033, Fla. Stat.

## 5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered

by the next business day). The notice shall include the following statement: “Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District’s decision to award a contract shall constitute a waiver of any objection to the award of such contract.”

(2) Filing.

(a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District’s decision, and shall file a formal written protest with the District within seven (7) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District’s decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

(b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.

(3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.

(4) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days

following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 120.57, 190 011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

### 5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement

between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.

- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, Fla. Stat.

## 6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design-build contract, the District shall use the following procedure:
- (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(k) when developing a design criteria package, evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the design criteria package. The design criteria professional may be an employee of the District or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.
  - (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
  - (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.
  - (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from

qualified firms shall be solicited, pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.
2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:
  - (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
  - (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.
- (f) The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the Board determines to be fair, competitive, and reasonable. Should the

Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.

- (2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

**Specific Authority:** s.s. 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.033, 255.20, Fla. Stat.

#### 7.0 District Auditor Selection Procedures.

Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under section 218.391, Florida Statutes.

**Specific Authority:** s. 190.011(5), Fla. Stat.

**Law Implemented:** s. 218.391, Fla. Stat.

#### 8.0 Effective Date.

These Rules shall be effective April 17, 2019.



**EXHIBIT 6.**

**RESOLUTION 2019-31**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE AMENITIES RULES & POLICIES, IN KEEPING WITH CHAPTER 120.54, FLORIDA STATUTES.**

**WHEREAS**, the Oak Stone East Community Development District (hereinafter the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within DeSoto County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the “**Board**”) is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

**WHEREAS**, in accordance with Section 120.54, Florida Statutes, the District must comply with the adoption of Amenities Rules and Policies as established by the Florida Administration Commission; and

**WHEREAS**, the District set April 17, 2019, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 120.54, Florida Statutes; and

**WHEREAS**, the District has complied with the rule making process as outlined in Section 120.54, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT:**

Section 1: The Board hereby adopts the Amenities Rules and Policies as attached hereto as **Exhibit “A”**.

Section 2: This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 2019.**

**OAK STONE EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/ Assistant Secretary  
Print Name: Paul Cusmano

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Chair/ Vice Chair  
Print Name: Mike Lawson

**Exhibit A**

**OAK STONE EAST  
COMMUNITY DEVELOPMENT DISTRICT**

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**AMENITIES RULES & POLICIES**

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**PICTURE OF AMENITY CENTER**

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**PART 1: Rule for Amenities Rates**

**In accordance with Chapters 190 and 120 of the Florida Statutes, and on April 17, 2019, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Oak Stone East Community Development District adopted the following rules to govern rates for the District’s Amenities.**

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenities Policies of Oak Stone East Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District’s annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident’s annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Reservation Rates for Clubhouse.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below.

<b>Room / Area</b>	<b>Rental Fee</b>	<b>Deposit</b>
Multi-Purpose Field Rental	\$25/hour	\$300
Covered Patio at Pool	\$25/hour	\$300
Club Room	\$50/hour	\$300
Club Room and Covered Patio	\$70/hour	\$300
Cabanas Pool side	Free: first come/first serve	n/a

5. **Activity and Program Rates.** The following non-clubhouse fees apply:

Resort program prices charged on an activity by activity basis.

Area / Service	Fee	Deposit (if applicable)
<b><i>Multi-Purpose Field</i></b>		
<b><i>Special Monthly Family Events</i></b>		

6. **Miscellaneous Fees.**

Item	Fee
Access Cards (two per Patron)	Free
Additional Access Card (for additional cards)	\$25.00
Replacement of Damaged, Lost, or Stolen Access Card	\$25.00
Guest staying on property Fee for Clubhouse and Pool	Free
Guests not staying on property Fee for Clubhouse and Pool	\$5.00 per day
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

7. **Special Provisions.**

- a. ***After-Hours Events.*** All rental fees are increased by \$25 for each hour past normal operating hours.
- b. ***Additional Costs.*** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

8. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in paragraphs 4, 5, and 6 by not more than five percent per year to reflect actual costs of

operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

9. **Prior Rules; Policies.** The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.
10. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat.

## PART 2: Amenities Policies

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**In accordance with Chapter 190 of the Florida Statutes, and on April 17, 2019, at a duly noticed public meeting, the Board of Supervisors of the Oak Stone East Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby rescinded.**

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### DEFINITIONS

The following definitions shall apply to these policies in their entirety:

**“Access Card”** – shall mean the identification card issued to Patrons.

**“Amenities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

**“Amenities Policies” or “Policies”** – shall mean all policies of the District relative to the Amenities, as amended from time to time.

**“Amenity Manager”** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

**“Annual User Fee”** – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's rules and included in the CDD's O&M expenses charged to each property owner.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the District.

**“District”** – shall mean the Oak Stone East Community Development District.

**“District Manager”** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**“Family”** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

**“Guest”** – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.



**“Non-Resident”** – shall mean any person that does not own property within the District.

**“Non-Resident Patron”** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

**“Patron” or “Patrons”** – shall mean Residents, Non-Resident Patrons, and Renters.

**“Person”** – shall mean an individual, or legal entity recognized under Florida law.

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

**“Resident”** – shall mean any person or Family owning property within the District.

## **AUTHORIZED USERS**

**Generally.** Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

**Residents.** A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

**Non-Residents.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

**Renter’s Privileges.** Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident’s rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

**Guests.** Except as otherwise provided for herein, each Resident who is at least sixteen years of age may bring a maximum of four guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be

responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

***Registration / Disclaimer.*** In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

## ACCESS CARDS

***Use of Access Cards.*** Patrons can use their Access Cards or key pad with code number to gain access to the Amenities. Upon arrival at the clubhouse, Patrons will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron provide an access card to another person to allow him or her to use the Amenities.

***Issuance of Access Cards.*** Each Patron will receive two Access Cards upon registration with the District from builder at home closing. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who is over sixteen (16) years of age and eligible to use the Amenities, with a maximum of four (4) cards per Family, and subject to payment of any applicable fees.

***Non-Transferrable.*** Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.

***Lost or Stolen Cards.*** All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

## FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons may reserve the portions of the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation.
  2. **Amenities Available for Rental:** The following Amenities are available for rental: clubhouse, outdoor covered patio area, and multi-purpose field.
  3. **Payment & Registration.** At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
  4. **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District's rules. To receive the full refund of the deposit within 10 days after the party, the renter must:
    - i. Remove all garbage, place in dumpster and replace garbage liners;
    - ii. Take down all decorations or event displays; and
    - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.
- The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.
5. **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
  6. **Duration of Events.** Unless otherwise authorized by the District, each rental shall be for a minimum of two hours but no more than four hours, and no after hours events shall extend past midnight. If the event lasts longer than four hours the deposit is forfeited.
  7. **Available Hours.** The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until midnight. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
  8. **Capacity.** The clubhouse capacity limit shall not be exceeded at any time for a party or event.

9. **Noise.** The volume of live or recorded music must not violate applicable DeSoto County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
10. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and contractors are to be named on these policies as an additional insured party.
11. **Cancellation.** If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event 100% of the security deposit and 0% of the rental fee will be returned.

## COMMUNITY PROGRAMMING

**Resources.** The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can easily find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager:

Amenity Manager  
DPFG  
(813) 418-7473

**Patrons and Guests Only.** Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

**Registration.** Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created.

**Programs and Activities.** All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager. No outside (i.e., third party) instructors are allowed.

***Cancellation by the District.*** The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled by the District, Patrons will be issued a refund or credit on their account.

***Refunds.*** Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline, “no shows”, or after a program begins may not be approved.

## GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

***Emergencies:*** After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Manager at (813) 418-7473, and to the office of the District Manager at (813) 418-7473, Extension 4301.

***Hours of Operation.*** All hours of operation of the Amenities will be established and published by the District. The clubhouse will be open year-round. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities. Dawn to Dusk

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

1. ***Registration and Access Cards.*** All Patrons must sign-in and have their assigned access card or key pad code upon entering the clubhouse. Cards and codes are only to be used by the Patron to whom they are issued.
2. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities.
3. ***Minors.*** Except as otherwise stated herein, children under sixteen (18) years of age must be accompanied by an adult aged eighteen (18) or older.
4. ***Attire.*** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
5. ***Food and Drink.*** Food and drink will be limited to designated areas only.
6. ***Alcohol.*** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.

7. **No Smoking.** Smoking is not permitted in any building, or enclosed or fenced area, including but not limited to the clubhouse, fitness center, swimming pool or swimming pool deck area, tennis courts, or playground. All waste must be disposed of in the appropriate receptacles.
8. **Pets.** With the exception of service animals, pets are not permitted, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
19. **Firearms.** Firearms or any other weapons are not permitted in any of the Amenities.
20. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.

21. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
22. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
23. **Grills.** Grills are not permitted on public areas, except during approved events.
24. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
25. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
26. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

## FITNESS CENTER

The following policies apply to the District's fitness center:

1. **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. **Usage Restrictions.** Patrons and Guests ages 16 and older may use the fitness center. Patrons and Guests between the ages of 13 – 15 must be accompanied by a parent/guardian at all times to use the fitness room. Patrons 12 and under may not use the fitness room.
3. **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. **Courtesy.** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers (no glass).

6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

## POOL

The following policies apply to the District's pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised during operating hours.
2. **Operating Hours.** The pool is open Dawn to Dusk. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Supervision of Children.** Children 12 years and younger must be accompanied by an adult at least 18 years of age at all times for usage of the pool.
4. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.
5. **Food and Drink.** Alcoholic beverages are not permitted. Food is not permitted, except for special events and reservation events. Glass containers or breakable objects of any kind are not permitted in the pool area. Notwithstanding any of the foregoing, no food or beverages are ever permitted in the pool or on the pool wet deck area, and instead when permitted, food and beverages must be kept only in designated areas.
6. **Horseplay.** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
7. **Diving.** Diving is strictly prohibited at the pool.
8. **Noise.** Except at approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
9. **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool and pool slide. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Amenities staff has the final say regarding the use of any and all recreational



floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.

10. **Entrances.** Pool entrances must be kept clear at all times.
11. **Railings.** No swinging on ladders, fences, or railings is allowed.
12. **Pool Furniture.** Pool furniture is not to be removed from the pool area and returned after use.
13. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
14. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
15. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** Parents should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
20. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
21. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
22. **Swim Instruction.** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.

## EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS

The following policies apply to the event lawn, patio, and other outdoor areas:

1. **First Come Basis.** The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
3. **Skateboards, Etc.** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
4. **Chalking.** Chalking or marking the outdoor areas is forbidden
5. **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis.
7. **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
8. **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

## LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating, but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Children under the age of sixteen must be accompanied by adults when fishing.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.

4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.

## **PLAYGROUND AND TOT LOTS**

The community provides playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. Patrons and Guests may use the playgrounds at their own risk.
2. Adult supervision (eighteen years and older) is required for children under the age of twelve. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
3. Proper footwear is required and no loose clothing especially with strings should be worn.
4. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
5. No food, drinks or gum are permitted at the playground.
6. No pets of any kind are permitted at the playground.
7. No glass containers are permitted at the playground.
8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

## **PROPERTY DAMAGE**

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

## **USE AT OWN RISK; INDEMNIFICATION**

**Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.**

**Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.**

**The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.**

**For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.**

## **SOVEREIGN IMMUNITY**

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

## **SEVERABILITY**

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

## **AMENDMENTS / WAIVERS**

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

**ATTACHMENT A:                   Registration Form**  
**ATTACHMENT B:                   Consent and Waiver Agreement**

**ATTACHMENT A  
Registration Form**

**[to be added]**

**ATTACHMENT B  
Consent and Waiver Agreement**

## **Oak Stone East Community Development District Consent and Waiver Agreement**

Thank you for using the Oak Stone East Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things a clubhouse, fitness center, swimming pool, tennis courts, playground, multi-purpose field, and walking trails and to participation in any of the District's many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's amenities rules and policies, as may be amended from time to time. For purposes of this Agreement, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

### **Acknowledgement of Participation**

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities.

### **Acknowledgement of Health**

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

### **Role of the District**

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.



### **Assumption of Risk**

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

### **Waiver and Indemnification**

**As stated in the District's policies, any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.**

**Should any Patron, Guest, or other person, including Participant, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person, including Participant, shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.**

**The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.**

### **Sovereign Immunity**

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

### **Emergency Transportation and Care**

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any

resulting expenses. The District is not responsible for providing any such treatment or transportation, and the “Waiver and Release of Liability” provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

### **Rules and Policies**

Participant agrees to read and comply with the written rules and policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

### **Insurance Coverage**

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

### **Binding Effect**

This Agreement is binding on the Participant, and the Participant’s spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant’s parents and/or legal guardians, including Participant’s Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant’s Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

### **Miscellaneous Provisions**

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in DeSoto County, Florida.

**[CONTINUED ON FOLLOWING PAGE]**

**I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.**

**Participant**

Name: \_\_\_\_\_

Participant  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(if Participant is 18 years of age or older)

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**If Participant is a minor child**

**Parent/Guardian**

Name: \_\_\_\_\_

Parent/Guardian  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**Address:**

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency Contact:  
\_\_\_\_\_

Phone Number:  
\_\_\_\_\_

### **PART 3: Amenities Disciplinary Rule**

Law Implemented: ss. 190.011, Fla. Stat.

Effective Date: April 17, 2019

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on April 17, 2019, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Oak Stone East Community Development District adopted the following rules to govern disciplinary matters at the District's amenities.**

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1. **Introduction.** This rule addresses disciplinary measures governing the use of the amenities owned and managed by the Oak Stone East Community Development District.

2. **General Rule.** All persons using the District's amenities are responsible for compliance with, and shall comply with, the rules and policies established for the safe operations of the District's amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:

- a. Submits false information on any application for use of the amenities;
- b. Permits the unauthorized use of an amenity pass;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool;
- f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

4. **Authority of Amenities Manager.** The Amenities Manager or their designee has the ability to remove any person from one or all amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the amenities for a period not to exceed seven days.

**PART 4: Operation Plan**

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on April 17, 2019, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Oak Stone East Community Development District adopted the following rules to govern disciplinary matters at the District's amenities.**

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VENDOR LIST	(TO BE ADDED)
LIST OF ACTIVE WARRANTIES	(TO BE ADDED)
HOURS OF OPERATIONS	(TO BE ADDED)
ROUTINE CLEANING PROCEDURES	(TO BE ADDED)
CLEANING RECORD FORM	(TO BE ADDED)

**EXHIBIT 7.**

**RESOLUTION 2019-32**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTIONS 197.3631 AND 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Oak Stone East Community Development District (“District”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include operation and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Sections 197.3631 and 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

**WHEREAS**, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within DeSoto County for four (4) consecutive weeks prior to such hearing.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** Oak Stone East Community Development District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

**SECTION 2.** The District’s Secretary is authorized to provide the Property Appraiser and Tax Collector of DeSoto County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 2019.**

**OAK STONE EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary  
Print Name: Paul Cusmano

\_\_\_\_\_  
Chair/ Vice Chair  
Print Name: Mike Lawson

**Exhibit A:** Legal Description



**Exhibit A**

**OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT  
LEGAL DESCRIPTION**

DESCRIPTION OF A PARCEL OF LAND  
LYING IN SECTIONS 29 AND 30, T-39-S, R-23-E,  
DESOTO COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 29 AND 30, TOWNSHIP 39 SOUTH,  
RANGE 23 EAST, DESOTO COUNTY, FLORIDA, BEING FURTHER BOUNDED AND  
DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID SECTION 30; THENCE N.00°04'04"E.,  
ALONG THE WEST LINE OF SAID SECTION 30, FOR 2187.73 FEET TO THE NORTHWESTERLY  
LINE OF THE FORMER SEABOARD COASTLINE RAILROAD; THENCE N.51°13'10"E., ALONG  
THE NORTHWESTERL LINE OF SAID FORMER SEABOARD COASTLINE RAILROAD, FOR  
4985.45 FEET TO THE NORTH LINE OF SAID SECTION 30; THENCE N.89°58'42"E., ALONG THE  
NORTH LINE OF SAID SECTION 30, FOR 1423.09 FEET TO THE NORTHWEST CORNER OF  
SAID SECTION 30; THENCE S.89°37'05"E., ALONG TH NORTH LINE OF SAID SECTION 29, FOR  
141.73 FEET TO THE POINT OF BEGINNING; THENCE S.89°37'05"E. FOR 4844.26 FEET TO THE  
WESTERLY RIGHT-OF-WAY OF KING'S HIGHWAY, COUNTY ROAD 769; THENCE  
S.26°09'57"W., ALONG THE WESTERLY RIGHT-OF-WAY OF KING'S HIGHWAY, FOR 149.46  
FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY FOR THE FOLLOWING  
SIX CALLS: N.63°47'29"W. FOR 2.11 FEET; THENCE S.27°09'49"W. FOR 300.04 FEET; THENCE  
S.26°58'16"W. FOR 526.05 FEET; THENCE S.29°13'32"W. FOR 74.10 FEET; THENCE S.63°47'29"E.  
FOR 17.90 FEET; THENCE S.26°12'31"W. FOR 1236.72 FEET TO THE NORTH LINE OF 33<sup>RD</sup>  
AVENUE AS SHOWN ON THE PLAT OF UNIT A PLATTSBURG SUBDIVISION RECORDED IN  
PLAT BOOK 4, PAGE 20, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA; THENCE  
S.89°36'41"W., ALONG THE NORTH LINE OF SAID 33<sup>RD</sup> AVENUE, FOR 681.34 FEET TO THE  
WEST LINE OF RAINEY STREET PER SAID PLAT OF UNIT A PLATTSBURG SUBDIVISION;  
THENCE S.00°06'23"W., ALONG SAID WEST LINE OF RAINEY STREET, FOR 320.01 FEET TO  
THE SOUTH LINE OF 32<sup>ND</sup> AVENUE AS SHOWN ON SAID PLAT OF UNIT A PLATTSBURG  
SUBDIVISION; THENCE N.89°36'41"E., ALONG SAID SOUTH LINE OF 32<sup>ND</sup> AVENUE, FOR  
523.88 FEET TO SAID WEST LINE OF KING'S HIGHWAY; THENCE S.26°12'31"W, ALONG SAID  
WEST LINE OF KING'S HIGHWAY, FOR 305.60 FEET; THENCE N.89°53'13"W. FOR 799.32  
FEET; THENCE S.00°01'32"E. FOR 520.00 FEET; THENCE N.89°53'13"W. FOR 2883.46 FEET;  
THENCE N.89°15'48"W. FOR 1546.49 FEET; THENCE N.22°32'40"W. FOR 92.49 FEET TO THE  
BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE  
OF 27°59'55", CHORD BEARING N.36°32'37"W., CHORD DISTANCE OF 12.10 FEET; THENCE  
ALONG THE ARC OF SAID CURVE, FOR 12.22 FEET; THENCE N.50°32'35"W. FOR 47.33 FEET  
TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA  
ANGLE OF 53°41'58", CHORD BEARING N.77°23'34"W., CHORD DISTANCE OF 22.58 FEET;  
THENCE ALONG THE ARC OF SAID CURVE, FOR 23.43 FEET; THENCE S.75°45'27"W. FOR  
14.29 FEET; THENCE N.12°10'41"W. FOR 14.15 FEET; THENCE N.52°01'00"W. FOR 40.83 FEET;  
THENCE N.64°10'05"W. FOR 50.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT  
HAVING A RADIUS OF 30.00 FEET, DELTA ANGLE OF 47°51'26", CHORD BEARING  
N.88°05'48"W., CHORD DISTANCE OF 24.34 FEET; THENCE ALONG THE ARC OF SAID  
CURVE, FOR 25.06 FEET; THENCE S.67°58'29"W. FOR 53.45 FEET; THENCE N.88°18'58"W. FOR  
45.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A

RADIUS OF 584.00 FEET, DELTA ANGLE OF 22°27'53", CHORD BEARING N.38°17'23"E.,  
CHORD DISTANCE OF 227.51 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 228.98  
FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF  
180.00 FEET, DELTA ANGLE OF 40°32'54", CHORD BEARING N.47°19'54"E., CHORD DISTANCE  
OF 124.74 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 127.39 FEET; THENCE  
N.67°36'21"E. FOR 15.28 FEET; THENCE N.22°23'39"W. FOR 120.00 FEET; THENCE N.67°36'21"E.  
FOR 97.40 FEET; THENCE N.22°23'39"W. FOR 64.00 FEET; THENCE N.67°36'21"E. FOR 524.74  
FEET; THENCE N.22°23'39"W. FOR 223.82 FEET TO POINT "A"; THENCE N.31°29'27"E. FOR  
49.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00  
FEET, DELTA ANGLE OF 42°06'58", CHORD BEARING N.10°25'58"E., CHORD DISTANCE OF  
17.97 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 18.38 FEET; THENCE  
N.10°37'31"W. FOR 18.02 FEET; THENCE N.40°06'59"E. FOR 33.12 FEET TO THE BEGINNING OF  
A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 24°17'20",  
CHORD BEARING N.27°58'19"E., CHORD DISTANCE OF 10.52 FEET; THENCE ALONG THE  
ARC OF SAID CURVE, FOR 10.60 FEET; THENCE N.15°49'39"E. FOR 55.49 FEET; THENCE  
N.29°45'31"E. FOR 11.04 FEET; THENCE N.83°53'16"E. FOR 37.15 FEET TO THE BEGINNING OF  
A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, DELTA ANGLE OF 54°40'37",  
CHORD BEARING N.56°32'58"E., CHORD DISTANCE OF 27.55 FEET; THENCE ALONG THE  
ARC OF SAID CURVE, FOR 28.63 FEET; THENCE N.29°12'39"E. FOR 29.43 FEET; THENCE  
N.54°55'49"E. FOR 91.92 FEET; THENCE N.56°29'03"E. FOR 93.29 FEET TO THE BEGINNING OF  
A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 21°09'29",  
CHORD BEARING N.45°54'18"E., CHORD DISTANCE OF 9.18 FEET; THENCE ALONG THE ARC  
OF SAID CURVE, FOR 9.23 FEET; THENCE N.35°19'34"E. FOR 113.79 FEET; THENCE  
N.22°50'42"E. FOR 41.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A  
RADIUS OF 30.00 FEET, DELTA ANGLE OF 40°18'48", CHORD BEARING N.02°41'18"E., CHORD  
DISTANCE OF 20.68 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 21.11 FEET;  
THENCE N.17°28'06"W. FOR 124.69 FEET; THENCE N.19°41'32"E. FOR 79.14 FEET TO THE  
BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET, DELTA ANGLE  
OF 57°46'26", CHORD BEARING N.48°34'45"E., CHORD DISTANCE OF 188.40 FEET; THENCE  
ALONG THE ARC OF SAID CURVE, FOR 196.63 FEET; THENCE N.77°27'58"E. FOR 163.24 FEET;  
THENCE S.60°25'37"E. FOR 38.85 FEET; THENCE S.88°59'12"E. FOR 149.28 FEET TO THE  
BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE  
OF 08°04'03", CHORD BEARING N.86°58'47"E., CHORD DISTANCE OF 2.81 FEET; THENCE  
ALONG THE ARC OF SAID CURVE, FOR 2.82 FEET; THENCE N.82°56'46"E. FOR 63.29 FEET;  
THENCE S.79°47'44"E. FOR 61.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT  
HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 21°20'29", CHORD BEARING  
N.89°32'02"E., CHORD DISTANCE OF 7.41 FEET; THENCE ALONG THE ARC OF SAID CURVE,  
FOR 7.45 FEET; THENCE N.78°51'47"E. FOR 82.65 FEET; THENCE S.86°46'38"E. FOR 44.34 FEET  
TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA  
ANGLE OF 55°30'48", CHORD BEARING N.65°27'58"E., CHORD DISTANCE OF 18.63 FEET;  
THENCE ALONG THE ARC OF SAID CURVE, FOR 19.38 FEET; THENCE N.37°42'34"E. FOR  
10.15 FEET; THENCE N.81°21'08"E. FOR 20.98 FEET TO THE BEGINNING OF A CURVE TO THE  
LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 36°20'11", CHORD BEARING  
N.63°11'02"E., CHORD DISTANCE OF 12.47 FEET; THENCE ALONG THE ARC OF SAID CURVE,  
FOR 12.68 FEET; THENCE N.45°00'57"E. FOR 81.15 FEET; THENCE N.24°09'51"E. FOR 95.10  
FEET; THENCE N.55°45'13"E. FOR 30.34 FEET; THENCE S.61°31'03"E. FOR 63.12 FEET TO THE  
BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE  
OF 62°09'28", CHORD BEARING N.87°24'12"E., CHORD DISTANCE OF 20.65 FEET; THENCE  
ALONG THE ARC OF SAID CURVE, FOR 21.70 FEET; THENCE N.56°19'28"E. FOR 29.07 FEET;  
THENCE S.70°10'41"E. FOR 28.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT  
HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 64°25'18", CHORD BEARING

N.77°36'40"E., CHORD DISTANCE OF 26.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 28.11 FEET; THENCE N.45°24'01"E. FOR 66.44 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 57°01'05", CHORD BEARING N.16°53'29"E., CHORD DISTANCE OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 24.88 FEET; THENCE N.11°37'04"W. FOR 55.77 FEET; THENCE N.50°21'31"W. FOR 82.24 FEET; THENCE S.81°22'03"W. FOR 44.45 FEET; THENCE N.29°43'57"W. FOR 12.97 FEET; THENCE N.00°23'34"W. FOR 82.39 FEET; THENCE N.13°44'37"E. FOR 51.25 FEET; THENCE N.32°11'08"E. FOR 42.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 39°45'17", CHORD BEARING N.12°18'29"E., CHORD DISTANCE OF 17.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 17.35 FEET; THENCE N.07°34'10"W. FOR 76.98 FEET; THENCE N.31°57'32"W. FOR 65.05 FEET; THENCE N.16°00'07"W. FOR 102.74 FEET; THENCE N.30°58'40"W. FOR 34.63 FEET; THENCE N.06°31'24"W. FOR 28.28 FEET; THENCE N.55°54'01"W. FOR 17.04 FEET; THENCE N.29°39'07"E. FOR 46.47 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 73°18'14", CHORD BEARING N.07°00'00"W., CHORD DISTANCE OF 29.85 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 31.98 FEET; THENCE N.43°39'07"W. FOR 29.48 FEET; THENCE N.08°13'02"W. FOR 58.61 FEET; THENCE N.30°01'56"W. FOR 30.84 FEET; THENCE N.00°10'50"E. FOR 191.04 FEET; THENCE N.41°12'06"E. FOR 14.11 FEET; THENCE N.25°54'22"E. FOR 93.82 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

FROM THE AFOREMENTIONED POINT "A"; THENCE N.79°54'21"E. FOR 225.33 FEET TO THE POINT OF BEGINNING; THENCE S.38°14'39"E. FOR 119.05 FEET; THENCE N.52°01'39"E. FOR 238.91 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, DELTA ANGLE OF 21°12'57", CHORD BEARING N.41°25'10"E., CHORD DISTANCE OF 110.45 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 111.09 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, DELTA ANGLE OF 46°39'17", CHORD BEARING N.54°08'20"E., CHORD DISTANCE OF 91.08 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 93.64 FEET; THENCE N.77°27'58"E. FOR 249.44 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 392.00 FEET, DELTA ANGLE OF 42°52'57", CHORD BEARING N.56°01'30"E., CHORD DISTANCE OF 286.59 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 293.39 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 02°16'54", CHORD BEARING S.27°15'58"W., CHORD DISTANCE OF 1.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 1.00 FEET; THENCE S.26°07'30"W. FOR 38.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 26°07'30", CHORD BEARING S.13°03'45"W., CHORD DISTANCE OF 11.30 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 11.40 FEET; THENCE S.00°00'00"E. FOR 21.02 FEET; THENCE S.28°49'39"W. FOR 11.44 FEET; THENCE S.22°09'11"W. FOR 27.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 47°58'42", CHORD BEARING S.01°50'10"E., CHORD DISTANCE OF 20.33 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 20.93 FEET; THENCE S.25°49'31"E. FOR 41.42 FEET; THENCE S.16°29'40"E. FOR 23.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 23°34'05", CHORD BEARING S.28°16'42"E., CHORD DISTANCE OF 10.21 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 10.28 FEET; THENCE S.40°03'45"E. FOR 53.60 FEET; THENCE S.11°33'10"E. FOR 42.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, DELTA ANGLE OF 114°21'10", CHORD BEARING S.68°43'46"E., CHORD DISTANCE OF 50.42 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 59.88 FEET; THENCE N.54°05'39"E. FOR 8.42 FEET; THENCE S.39°10'50"E. FOR 8.11 FEET

TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 65°30'44", CHORD BEARING S.71°56'12"E., CHORD DISTANCE OF 27.05 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 28.59 FEET; THENCE N.75°18'26"E. FOR 67.36 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 28°11'09", CHORD BEARING N.61°12'51"E., CHORD DISTANCE OF 12.17 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 12.30 FEET; THENCE N.47°07'17"E. FOR 10.25 FEET; THENCE S.57°21'20"E. FOR 2.48 FEET; THENCE N.88°21'51"E. FOR 15.28 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 41°13'30", CHORD BEARING N.67°45'06"E., CHORD DISTANCE OF 17.60 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 17.99 FEET; THENCE N.47°08'21"E. FOR 26.34 FEET; THENCE N.40°10'24"E. FOR 21.92 FEET; THENCE S.10°34'34"E. FOR 46.96 FEET; THENCE S.06°45'05"W. FOR 96.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, DELTA ANGLE OF 11°38'57", CHORD BEARING S.00°55'37"W., CHORD DISTANCE OF 79.16 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 79.29 FEET; THENCE S.04°53'52"E. FOR 61.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET, DELTA ANGLE OF 22°50'46", CHORD BEARING S.16°19'15"E., CHORD DISTANCE OF 194.09 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 195.38 FEET; THENCE S.27°44'38"E. FOR 199.00 FEET; THENCE N.62°15'22"E. FOR 120.00 FEET; THENCE S.27°44'38"E. FOR 118.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, DELTA ANGLE OF 50°09'51", CHORD BEARING S.02°39'43"E., CHORD DISTANCE OF 144.13 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 148.84 FEET; THENCE S.22°25'13"W. FOR 97.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 85°07'49", CHORD BEARING S.64°59'07"W., CHORD DISTANCE OF 33.82 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 37.15 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 564.00 FEET, DELTA ANGLE OF 18°48'16", CHORD BEARING N.81°51'07"W., CHORD DISTANCE OF 184.28 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 185.11 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, DELTA ANGLE OF 62°38'00", CHORD BEARING N.59°56'15"W., CHORD DISTANCE OF 436.60 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 459.13 FEET; THENCE N.28°37'15"W. FOR 341.28 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 332.00 FEET, DELTA ANGLE OF 83°46'24", CHORD BEARING N.70°30'27"W., CHORD DISTANCE OF 443.33 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 485.42 FEET; THENCE S.67°36'21"W. FOR 203.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 90°00'00", CHORD BEARING N.67°23'39"W., CHORD DISTANCE OF 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 39.27 FEET; THENCE N.22°23'39"W. FOR 134.07 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, DELTA ANGLE OF 56°41'02", CHORD BEARING N.05°56'52"E., CHORD DISTANCE OF 18.99 FEET; THENCE ALONG THE ARC OF SAID CURVE, FOR 19.79 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE WEST LINE OF SAID SECTION 30 AS BEARING N.00°04'04"E.

CONTAINING 14,375,189 SQUARE FEET OR 330.01 ACRES MORE OR LESS.

**EXHIBIT 8.**

**RESOLUTION 2019-33**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2019/2020; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“Board”) of the Oak Stone East Community Development District (“District”) prior to June 15, 2019, a proposed operations and maintenance budget for Fiscal Year 2019/2020; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT:**

1. **BUDGET APPROVED.** The operating budget proposed by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

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

DATE: August 21, 2019

HOUR: 10:00 a.m.

LOCATION: Holiday Inn Express & Suites Arcadia  
2709 SE Hwy 70  
Arcadia, Florida 34266

3. **TRANSMITTAL OF BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the proposed budget to DeSoto County, Florida at least 60 days prior to the hearing date set above.

4. **POSTING OF BUDGETS.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved proposed budget on the District's website at least two days before the budget hearing date as set forth in section 2.

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

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 2019.**

ATTEST:

**OAK STONE EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature

Paul Cusmano  
Printed Name

Title:  
 Secretary  
 Assistant Secretary

\_\_\_\_\_  
Signature

Mike Lawson  
Printed Name

Title:  
 Chair of the Board of Supervisors  
 Vice Chair of the Board of Supervisors

**Exhibit A:** Proposed FY 2019/2020 Budget

EXHIBIT A

**STATEMENT 1  
OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT  
FY 2020 PROPOSED BUDGET - GENERAL FUND (O&M)**

	FY 2020
<b>I. REVENUE</b>	
GENERAL FUND REVENUE /(a)	\$ 153,643
INTEREST	
<b>TOTAL REVENUE</b>	<b>153,643</b>
<b>II. EXPENDITURES</b>	
<b>GENERAL ADMINISTRATIVE</b>	
SUPERVISORS COMPENSATION (3 Supervisors-12 Meetings)	7,200
PAYROLL TAXES	551
PAYROLL PROCESSING	660
MANAGEMENT CONSULTING SERVICES	21,000
CONSTRUCTION ACCOUNTING SERVICES	9,000
PLANNING, COORDINATING & CONTRACT SERVICES	36,000
ADMINISTRATIVE SERVICES	3,600
BANK FEES	300
MISCELLANEOUS	-
AUDITING SERVICES	2,800
TRAVEL PER DIEM	-
INSURANCE	5,500
REGULATORY AND PERMIT FEES	175
LEGAL ADVERTISEMENTS	4,000
ENGINEERING SERVICES	5,500
LEGAL SERVICES	5,500
PERFORMANCE & WARRANTY BOND PREMIUM	-
WEBSITE HOSTING	720
ADMINISTRATIVE CONTINGENCY	-
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>102,506</b>
<b>DEBT ADMINISTRATION:</b>	
DISSEMINATION AGENT	5,000
TRUSTEE FEES	5,387
ARBITRAGE	750
<b>TOTAL DEBT ADMINISTRATION</b>	<b>11,137</b>
<b>PHYSICAL ENVIRONMENT EXPENDITURES</b>	
COMPREHENSIVE FIELD SERVICES	15,000
STREETPOLE LIGHTING	-
ELECTRICITY (IRRIGATION & POND PUMPS)	-
WATER	-
LANDSCAPING MAINTENANCE	-
IRRIGATION MAINTENANCE	-
ELECTRICAL IRRIGATION PUMP	-
POND MAINTENANCE	-
CONTINGENCY FOR PHYSICAL ENVIRONMENT	25,000
<b>TOTAL PHYSICAL ENVIRONMENT EXPENDITURES</b>	<b>40,000</b>
<b>TOTAL EXPENDITURES</b>	<b>153,643</b>
<b>III. EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>
FUND BALANCE - BEGINNING	-
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>

**Footnote:**

(1) Revenue collections from County tax collector and/or budget funding agreement as needed only based on actual expenditures. Draws upon budget funding agreement can only be based on actual expenditures.



**EXHIBIT 9.**

## Payroll Service Agreement

This Payroll Service Agreement (this “**Agreement**”) is entered into as of April 1, 2019, between the **Oak Stone East Community Development District**, whose mailing address is c/o DPGF, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647. (the “**District**”) and **Innovative Employer Solutions, Inc.**, a Florida corporation, whose mailing address is 635 93rd Ave N, St Petersburg, FL 33712 (the “**Contractor**”).

### Background Information

The District has employees, and may hire additional employees from time to time, to assist with the District’s operation and maintenance services. The Contractor provides payroll services and the District desires to retain the Contractor to provide payroll services as described in this Agreement. The District employees are not to be considered employees of the Contractor or covered by Contractor’s workers' compensation.

### Operative Provisions

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Term of this Agreement.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
3. **Termination.** Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
4. **District Responsibilities.** The District is responsible for hiring and overseeing the District employees, retaining insurance, including workers compensation insurance, for the District employees as required by law, including any workers' compensation claims, benefit claims (if any benefits are provided), employment discrimination claims, general liability claims, third-party claims, and any and all other obligations or claims pertaining to employment.
5. **Scope of Services.** The Contractor shall perform the specific payroll services described below:
  - a) Based on information supplied by the District, the Contractor shall prepare and distribute payroll checks to the District’s employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other federal or state tax.
  - b) Contractor shall maintain necessary records and comply with reporting procedures and will report and file such taxes utilizing client’s tax identification numbers.
6. **Compensation.** The District agrees to compensate the Contractor pursuant to the service fees and other fees as specified on **Exhibit A** hereto titled "Fee Schedule." All funds due to Contractor are payable prior to Contractor’s issuance of payroll checks each pay period and shall be paid to

Contractor following the end of each pay period, no later than 2 business days prior to the date paychecks are to be distributed to assigned employees.

7. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District.
8. **Compliance with Laws.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder.
9. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as “Additional Insured” under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District.
10. **Indemnification.**
  - a) Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising as a result of the negligence of the Contractor, including litigation or any appellate proceedings with respect thereto.
  - b) To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless, and/or willful misconduct of the Contractor, the District agrees to indemnify, defend and hold the Contractor and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising as a result of the negligence of the District, including litigation or any appellate proceedings with respect thereto.
  - c) Contractor agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
  - d) The indemnifications provided under this section are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.
11. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.


**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT [Paul.Cusmano@dpfg.com](mailto:Paul.Cusmano@dpfg.com), OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.**

12. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located in.
13. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
14. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
15. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties, which shall not be unreasonably withheld.
16. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
18. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

*[signature page to follow]*

*Signature Page for Payroll Service Agreement*

**Innovative Employer Solutions, Inc.**

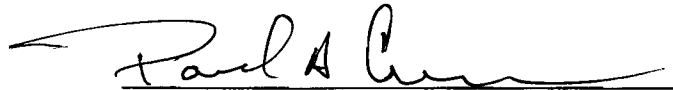


Name: RICHARD D. RIRACOFIS

Title: PRESIDENT

3/8/19

**Oak Stone East      Community Development  
District**



Chair/Vice-Chair of the Board of Supervisors

Exhibit A  
Payroll Service Fees

\$49.00 per invoice processed. Delivery fee of \$8.00 for the delivery of payroll to DPF. No delivery fee for payrolls delivered to DPF in groups of two or more.

The New Account Set Up Fee is **waived**.

The New Employee Setup Fee is **waived**.

Client requested Stop payments are \$35.

NSF Client Checks or ACHs are \$35.