

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

Advanced Meeting Package

Regular Meeting

Date/Time:

***Thursday, May 26, 2022
12:00 P.M.***

Location:

***Holiday Inn Express
2709 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

c/o Breeze
1540 International Parkway, Suite 2000
Lake Mary, FL 32745
813-564-7847

Board of Supervisors
Oak Stone East Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Oak Stone East Community Development District is scheduled for **Thursday, May 26, 2022 at 12:00 P.M.** at the **Holiday Inn Express, 2709 SE Highway 70, Arcadia, Florida 34266.**

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

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Thibault

Patricia Thibault
District Manager
813-564-7847

CC: Attorney
Engineer
District Records

District: **OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, May 26, 2022

Time: 12:00 P.M.

Location: Holiday Inn Express
2709 SE Highway 70
Arcadia, FL 34266

Dial In: 301-715-8592
Meeting ID: 863 1148 8918
Passcode: 747040

Agenda

For the full agenda packet, please contact: patricia@breezehome.com

I. Roll Call

II. Audience Comments – *(limited to 3 minutes per individual for agenda items)*

III. Business Items

- | | |
|---|------------------|
| A. Consideration of Form 8B- Memorandum of Voting Conflict for County, Municipal and Other Local Public Officers | Exhibit 1 |
| B. Consideration and Adoption of Resolution 2022-02, Appointing District Manager | Exhibit 2 |
| C. Consideration and Adoption of Resolution 2022-03, Designating Officers | Exhibit 3 |
| D. Consideration and Adoption of Resolution 2022-04, Designating Primary Administrative Office Headquarters | Exhibit 4 |
| E. Consideration and Adoption of Resolution 2022-05, Authorizing Bank Account Signatories | Exhibit 5 |
| F. Presentation of Proposed Budget FY 2022-2023 <i>(To Be Distributed)</i> | |
| G. Consideration and Adoption of Resolution 2022-06, Approving Proposed Budget and Setting Public Hearing (FY 2022-2023) | Exhibit 6 |
| ➤ Exhibit A – Proposed Budget for FY 2022-2023 | |
| H. Service Agreement Amendment – Innovative Employer Solutions, Inc. | Exhibit 7 |
| I. Amortization Recalculation Agreement Oak Stone East CDD | Exhibit 8 |

IV. Consent Agenda

- A. Acceptance of the Unaudited Financial Statements *(To Be Distributed)*

B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held August 26, 2021

Exhibit 9

C. Presentation of Oak Stone East CDD Number of Qualified Electors - 0

Exhibit 10

D. Ratification of Contracts

Exhibit 11

V. Staff Reports

A. District Manager

B. District Attorney

C. District Engineer

VI. Supervisors Requests

VII. Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

VIII. Adjournment

EXHIBIT 1

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE	
MAILING ADDRESS		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY	COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20____:

(a) A measure came or will come before my agency which (check one or more)

- ___ inured to my special private gain or loss;
- ___ inured to the special gain or loss of my business associate, _____;
- ___ inured to the special gain or loss of my relative, _____;
- ___ inured to the special gain or loss of _____, by
whom I am retained; or
- ___ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

EXHIBIT 2

RESOLUTION 2022-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT
APPOINTING AND FIXING THE COMPENSATION OF THE
DISTRICT MANAGER; 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, being situated entirely within Desoto County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) must employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a District Manager and to provide compensation for their services.

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

Section 1. Artemis Connected, LLC d/b/a Breeze is appointed as District Manager and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit “A”**.

Section 2. This authorization shall be continuing in nature until revoked by the District.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2022.

ATTEST:

**OAK STONE EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

EXHIBIT “A”

**(Artemis Connected, LLC d/b/a Breeze
District Management Agreement)**

District Management Agreement

Based upon mutual consideration, the **Oak Stone East Community Development District** ("CDD" or "District") and Artemis Connected, LLC d.b.a. BREEZE ("Breeze") agree effective February 18, 2022 as follows:

1. **Core District Management Services:** Breeze will provide Core District Management Services ("CDMS") at a monthly fee of **\$2,050**. The CDMS shall include:
 - a. **Management Services** - Manage the District pursuant to Chapter 190 and related provisions of Florida Statutes; advise the Board on substantive, procedural and regulatory issues relating to District matters; and assist the Board with budget development and implementation with a monthly fee of **\$1,750.00**.
 - b. **Government & Trust Fund Accounting Services** - Produce financial statements; set up accounting system; implement government investment policy; prepare government mandated financial reports; coordinate with auditors on annual independent audits; perform all other government required financial functions pertaining to District administration, including assessment levy and collection and related financial matters.
 - c. **Records & Administrative** - Prepare legal notices, agendas, and meeting packets, prepare official minutes, organize, and archive official records; file appropriate records and reports with government agencies; process records requests and other communications. Monthly administrative fee of **\$300**.
2. **Construction Accounting Services:** Assist in the processing and tracking of construction requisitions and funding requests related to the capital project funds for the acquisition or construction of major infrastructure within the District with a monthly fee of **\$750**.
3. **Planning and Coordination Services:** Breeze will provide Planning and Coordination Services ("PCS") at a fee of \$3,000 per Board meeting until the first bond issuance. The month after the District's first bond issuances, Breeze will provide PCS at a fee of **\$3,000** per month. The PCS shall include governmental agency coordination services, construction and maintenance contract administration, review services, technical and engineering support services associated with forward planning and forward construction of the District infrastructure project.
4. **Out of Pocket Expenses:** The CDD shall reimburse Breeze for all out-of-pocket expenses reasonably incurred by Breeze for services related to this agreement.
5. **Fee Review:** On an annual basis as part of the budget adoption process, the District may adjust compensation in accordance with increasing scope of work considerations for the CDMS, PCS, or other services needed and fees will be assessed in accordance with the adopted budget.
6. **Indemnification:** Breeze shall indemnify and hold harmless the District from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including counsel fees and costs, incurred by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of any property, violations of law, or otherwise in connection with: (i) the negligent acts or omissions of Breeze or its related parties relating in any way to the performance or nonperformance, as the case may be, of the services in connection with this agreement or (ii) the failure by Breeze to comply with the requirements or provisions of this agreement. Subject to the limits in section 768.28, Florida Statutes, the District shall indemnify and hold harmless Breeze from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including

counsel fees and costs, incurred by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of any property, violations of law, or otherwise in connection with: (i) the negligent acts or omissions of the District or its related parties relating in any way to the performance or nonperformance, as the case may be, of the services in connection with this agreement or (ii) the failure by the District to comply with the requirements or provisions of this agreement.

7. **Insurance:** Prior to commencing the services under this agreement, at all times during the term of this agreement, Breeze shall maintain in full force and effect, at Breeze's expense, the following insurance: (i) Workers' Compensation insurance as required by applicable law, (ii) Commercial General Liability insurance, including personal injury, with limits not less than one million dollars (\$1,000,000) per occurrence, and (iii) Errors and Omissions insurance with limits not less than one million dollars (\$1,000,000). Breeze shall require the insurers to give the District at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the District be named as "a named additional insured". Upon execution of this agreement, and thereafter from time to time upon request by the District, Breeze shall provide the District with a certificate evidencing such insurance.
8. **Term:** This Agreement shall commence and be effective as of February 18, 2022 and be binding upon your acceptance hereof and shall remain in effect until such time as the agreement has been terminated in accordance with Section 12.
9. **Conflicts of Interest:** Breeze represents that it presently has no interest and shall acquire no interest either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. Breeze further represents that no person having any interest shall be employed for said performance.
10. **Governing Law:** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in the county where the District is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
11. **Enforcement of Agreement:** In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
12. **Termination:** Both the District and Breeze will have the right to terminate with or without cause any portion of or the entire Agreement upon 60 days written notice. Any notice required or permitted to be given under this Agreement shall be in writing and sent by first class mail or sent by expedited courier service to the addresses set forth below. Any notice shall be deemed given upon receipt.
13. **E-Verification:** Pursuant to Section 448.095(2), Florida Statutes: Breeze represents that Breeze is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that Breeze has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but Breeze otherwise complied with its obligations thereunder, the District shall promptly notify Breeze and Breeze will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with

this section, then Breeze will be liable for any additional costs incurred by the District.

- 14. Public Records:** As required under Section 119.0701, Florida Statutes, Breeze shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Agreement term and following completion of this Agreement if Breeze does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Breeze upon termination of this Agreement 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 BREEZE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BREEZE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____.

To the District:


Oak Stone East CDD

To Breeze:

Artemis Connected, LLC d.b.a. Breeze

Approved and Accepted by:

Oak Stone East Community Development District

By: 
Name: Mike Lawson
Title: Chair of the Board of Supervisors

Approved and Accepted by:

Artemis Connected, LLC d.b.a. Breeze


By: 
Patricia Thibault, Director

EXHIBIT 3

RESOLUTION 2022-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF OAK STONE EAST
COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the 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, being situated entirely within Desoto County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desire to designate the Officers of the District per F.S. 190.006(6).

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

1. The following persons are elected to the offices shown, to wit:

Michael Lawson

Chairman

Doug Draper

Vice - Chairman

Patricia C. Thibault

Secretary

Patricia C. Thibault

Treasurer

Sonia Valentin

Assistant Treasurer

Lori Price

Assistant Secretary

Christie Ray

Assistant Secretary

Assistant Secretary

Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2022.

ATTEST:

OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

EXHIBIT 4

RESOLUTION 2022-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE OF THE DISTRICT; DESIGNATING THE PRINCIPAL HEADQUARTERS OF THE DISTRICT; DIRECTING THE DISTRICT MANAGER TO PERFORM CERTAIN ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 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*, being situated entirely within Desoto County, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

Section 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 1540 International Parkway, Suite 2000, Lake Mary, FL 32746.

Section 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at 1540 International Parkway, Suite 2000, Lake Mary, FL 32746.

Section 3. The District Manager is hereby directed to post this information on the District website and prominently post the contact information for the District’s custodian of public records in the agency’s primary administrative building

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2022.

ATTEST:

**OAK STONE EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

EXHIBIT 5

RESOLUTION 2022-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE
DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING
FOR 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, being situated entirely within Desoto County, Florida; and

WHEREAS, the Board desires to authorize signatories for the operating bank account(s).

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

Section 1. The Secretary, Treasurer and Assistant Treasurer are hereby designated as authorized signatories for the operating bank accounts of the District.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2022.

ATTEST:

**OAK STONE EAST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair to the Board of Supervisors

EXHIBIT 6

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2022/2023; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING 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, 2022 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (**“Proposed Budget”**); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and 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. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: August 25, 2022

HOUR: 11:00 a.m.

LOCATION: Holiday Inn Express
2709 SE Highway 70
Arcadia, Florida

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

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

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 ON MAY 26, 2022.

Attest:

**Oak Stone East Community
Development District**

Print Name: _____
Secretary / Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2022/2023

EXHIBIT 7

Service Agreement Amendment

**Service Agreement
Between Innovative Employer Solutions Inc
and Oak Stone East Community Development District
Dated April 1st, 2019**

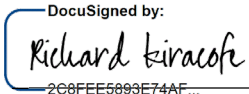
The Service Agreement dated April 1st, 2019, by and between Innovative Employer Solutions, Inc., a Florida corporation, (Innovative) and Oak Stone East Community Development District (Client) is hereby amended effective April 8th, 2022.

Assignment

Client agrees to accept the assignment of the above referenced service agreement to Engage HRO.

AGREED TO:

INNOVATIVE EMPLOYER SOLUTIONS, INC.

By:  4/19/2022
2C8FEE5893E74AF... (Date)

635 93rd Ave North
Saint Petersburg, FL 33702

CLIENT

By:  4/19/2022
38AA13B883C14F2... (Date)

15310 Amberly Drive, Suite 175
Tampa, Florida 33647.

EXHIBIT 8



U.S. Bank, N.A.
Global Corporate Trust
225 E. Robinson Street, Suite 250
Orlando, FL 32801

James Audette
Vice President
Email: james.audette@usbank.com
Phone: 407-835-3820 Fax: 407-835-3814

Amortization Recalculation Agreement

April 22, 2022

Oakstone East Community Development District
c/o District Manager
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

Re: Oakstone East Community Development District Master Trust Indenture and as supplemented

Dear Sir/Madam:

U.S. Bank Trust Company, National Association (“U.S. Bank” or the “Recalculation Agent”) hereby agrees with The Oakstone East Community Development District (the “District”) to act as the District’s Amortization Recalculation Agent. The duties of U.S. Bank are set forth in this Amortization Recalculation Agreement (the “Agreement”). The purpose of this Agreement is to provide calculations to the District to facilitate the District’s compliance with the provisions of the Indenture concerning the calculation of bond debt payments. U.S. Bank is acting as an independent contractor for this purpose and is not an agent of the District.

1. **Duties:** U.S. Bank shall have only such duties as are specifically set forth herein. U.S. Bank shall provide to the District up to two (2) re-amortization schedules per calendar year per bond issue as requested by the District. Recalculations will take into account bond redemptions as specified by the District with the goal of creating a schedule of substantially level annual debt service for the remaining bond term. The District shall be solely responsible for determining whether any such recalculated amortization schedule meets the requirements of the applicable trust indenture.
2. **Fees:** The fee for U.S. Bank’s services under this Agreement will be \$250 per schedule to be paid in arrears with annual administration fees for the applicable bond issue.
3. **Termination:** Both the District and U.S. Bank will have the right to terminate this Agreement upon 30 days prior written notice.
4. **Representation of the District:** The District represents and warrants that it will provide in a timely manner all information necessary for U.S. Bank to carry out its duties under this Agreement and as otherwise requested by U.S. Bank.
5. **Reliance on Documents, etc.**



U.S. Bank may conclusively rely on the truth and accuracy of all information furnished to U.S. Bank by the District.

U.S. Bank shall not be liable for any error of judgment made in good faith. U.S. Bank shall not be liable except to the extent that a court of competent jurisdiction determines that U.S. Bank's gross negligence or willful misconduct hereunder was the sole cause of the District's loss and in no event shall U.S. Bank's liability exceed an amount equal to the fees paid by the District to U.S. Bank. Notwithstanding the preceding, in no event shall U.S. Bank be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the U.S. Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. Indemnification: To the extent allowed by law, the District shall indemnify and hold U.S. Bank harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be determined by a court of competent jurisdiction to have been caused solely by the Bank's gross negligence or willful misconduct). Such indemnification and hold harmless provision shall survive the termination of this Agreement or the Indenture or discharge of the Bonds.
7. Waiver of Jury Trial: EACH OF THE DISTRICT AND U.S. BANK KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY.
8. Agreement Governed by Florida Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida without application of its conflicts of laws principles.
9. Amendments: This Agreement may be amended only by a written instrument executed by both parties.
10. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the recalculation of amortization schedules.

This Agreement shall be effective upon the District's acceptance hereof as indicated below.

Sincerely,
U.S. Bank Trust Company, National Association

Approved and Accepted:
Oakstone East Community Development District

By: James Audette
Its: Vice President

By: _____
Its: _____
Date: _____

EXHIBIT 9

1 **MINUTES OF MEETING**

2 **OAK STONE EAST**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Oak Stone East Community Development
5 District was held on Thursday, August 26, 2021 at 11:00 a.m. at the Holiday Inn Express, 2709 SE Highway
6 70, Arcadia, FL 34266.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. Comings called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 Mike Lawson	Board Supervisor, Chairman
11 Doug Draper	Board Supervisor, Vice Chairman
12 Lori Price	Board Supervisor, Assistant Secretary
13 Christie Ray (<i>via phone</i>)	Board Supervisor, Assistant Secretary

14 Also present were:

15 Austin Comings District Manager, DPFG Management & Consulting

16 *The following is a summary of the discussions and actions taken at the August 26, 2021 Oak Stone East*
17 *CDD Board of Supervisors Regular Meeting.*

18 **SECOND ORDER OF BUSINESS – Audience Comments**

19 There being none, the next item followed.

20 **THIRD ORDER OF BUSINESS – Administrative Matters**

21 A. Exhibit 1: Consideration of the Regular Meeting Minutes – May 27, 2021

22 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved
23 the May 27, 2021 Regular Meeting Minutes for the Oak Stone East Community Development District.

24 **FOURTH ORDER OF BUSINESS – Business Items**

25 A. **FY 2021-2022 Budget and Assessments Public Hearing**

26 1. Open Public Hearing

27 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board opened the
28 FY 2021-2022 Budget and Assessments Public Hearing for the Oak Stone East Community Development
29 District.

30 2. Exhibit 2: Presentation of the FY 2021-2022 Budget

31 Mr. Lawson noted that there had been roughly a \$200,000.00 increase from the previous
32 year on total expenditures, largely stemming from an increase on the contingency for
33 physical environment line item. Mr. Lawson explained that the expenditures would depend
34 on whether development would be able to start early enough within FY 2022.

35 3. Public Comments

36 There being none, the next item followed.

37 4. Close Public Hearing

On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board closed the FY 2021-2022 Budget and Assessments Public Hearing for the Oak Stone East Community Development District.

B. Exhibit 3: Consideration and Approval of **Resolution 2021-03, Adopting Final Budget for FY 2021-2022**

1. Exhibit A – FY 2021-2022 Budget

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted **Resolution 2021-03, Adopting Final Budget for FY 2021-2022**, for the Oak Stone East Community Development District.

C. Exhibit 4: Consideration and Approval of **Resolution 2021-04, Imposing and Levying O&M Assessments for FY 2021-2022 Budget**

1. Exhibit A – FY 2021-2022 Budget

2. Exhibit B – FY 2021-2022 Budget Funding Agreement

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted **Resolution 2021-04, Imposing and Levying O&M Assessments for FY 2021-2022 Budget**, as amended to allow the Chair to finalize the budget funding agreement associated with the resolution, for the Oak Stone East Community Development District.

A. Exhibit 5: Consideration and Approval of **Resolution 2021-05, Adopting FY 2021-2022 Meeting Schedule**

On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board adopted **Resolution 2021-05, Adopting FY 2021-2022 Meeting Schedule**, for the Oak Stone East Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Manager – There being none, the next item followed.

B. District Counsel – There being none, the next item followed.

C. District Engineer – There being none, the next item followed.

SIXTH ORDER OF BUSINESS – Supervisors Requests

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS – Audience Comments – New Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

Mr. Comings asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

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

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

76 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed
77 meeting held on _____.

78

Signature

Signature

79

Printed Name

Printed Name

80 Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 10



MARK F. NEGLEY

SUPERVISOR OF ELECTIONS

DeSoto County, Florida

May 19, 2022

Oak Stone Community Development District

Dear Ann Hirondo:

Per your request to obtain the number of registered voters of DeSoto County, within the boundaries of the **Oak Stone CDD**, we do not show any registered voters in that district.

Mark F. Negley, SOE