

***STONEYBROOK NORTH
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

Date/Time:

Thursday, May 26, 2022

3:00 P.M.

Location:

Hyatt Place – Ft. Myers at the Forum

2600 Champion Ring Rd.

Ft. Myers, Florida

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

Stoneybrook North Community Development District

c/o Breeze

1540 International Parkway, Suite 2000

Lake Mary, FL 32745

813-564-7847

Board of Supervisors
Stoneybrook North Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Stoneybrook North Community Development District is scheduled for Thursday, **May 26, 2022 at 3:00 P.M.** at the **Hyatt Place – Ft. Myers at the Forum, 2600 Champion Ring Rd, Ft. Myers, FL 33905**

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: STONEYBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, May 26, 2022

Time: 3:00 P.M.

Location: Hyatt Place Ft. Myers At the
Forum
2600 Champion Ring Rd.
Fort Myers, FL 33905

Dial In: 301-715-8592
Meeting ID: 858 0855 3563
Passcode: 595408

Agenda

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

- I. Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual on agenda items)*
- III. Business Items**
 - A. Presentation of Proposed Budget FY 2022-2023 *(To Be Distributed)*
 - B. Consideration and Approval of Resolution 2022-06, Approving Proposed Budget and Setting Public Hearing (FY 2022-2023) **Exhibit 1**
 - Exhibit A – Proposed Budget for FY 2022-2023
 - C. Service Agreement Amendment – Innovative Employer Solutions, Inc. **Exhibit 2**
 - D. Amortization Recalculation Agreement Stoneybrook North CDD **Exhibit 3**
- 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 March 24, 2022 **Exhibit 4**
 - C. Presentation of Stoneybrook North CDD Number of Qualified Electors - 203 **Exhibit 5**
 - D. Ratification of Contracts **Exhibit 6**
- V. Staff Reports**
 - A. District Manager
 - 1. Field Services Update

B. District Attorney

C. District Engineer

VI. Audience Comments – New Business – *(limited to 3 minutes per individual)*

VII. Supervisor Requests

VIII. Adjournment

EXHIBIT 1

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEYBROOK NORTH 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 Stoneybrook North 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 STONEYBROOK NORTH 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: 9:00 a.m.

LOCATION: Hyatt Place Ft. Myers at the Forum
2600 Champion Ring Road
Fort Myers, 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 Lee 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:

**Stoneybrook North 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 2

Service Agreement Amendment

Service Agreement Between Innovative Employer Solutions Inc and Stoney Brook North 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 Stoney Brook North 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: DocuSigned by:
Richard Kiracofe 4/19/2022
2C8FEE5893E74AF...

(Date)

635 93rd Ave North
Saint Petersburg, FL 33702

CLIENT

By: DocuSigned by:
Patricia Comings-Thibault 4/19/2022
36AA13D889C14F2...

(Date)

15310 Amberly Drive, Suite 175
Tampa, Florida 33647.

EXHIBIT 3



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

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

Re: Stoneybrook North 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 Stoneybrook North 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:
Stoneybrook North Community Development District

By: James Audette
Its: Vice President

By: _____
Its: _____
Date: _____

EXHIBIT 4

1 **MINUTES OF MEETING**

2 **STONEYBROOK NORTH**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Stoneybrook North Community
5 Development District was held on Thursday, March 24, 2022 at 9:00 a.m. Hyatt Place Ft. Myers At the
6 Forum, 2600 Champion Ring Rd. Fort Myers, FL 33905.

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

8 Ms. Comings-Thibault called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10	Mike Lawson	Board Supervisor, Chairman
11	Lori Price	Board Supervisor, Assistant Secretary
12	Christie Ray	Board Supervisor, Assistant Secretary

13 *The following is a summary of the discussions and actions taken at the March 24, 2022 Stoneybrook North*
14 *CDD Board of Supervisors Regular Meeting.*

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

16 ➤ There being none, the next time followed

17 **THIRD ORDER OF BUSINESS – Business Items**

- 18 A. Exhibit 1: Consideration of Form 8B – Memorandum of Voting Conflict for County,
19 Municipal, and Other Local Public Officers
- 20 B. Exhibit 2: Consideration & Adoption of Resolution **2022-02, Appointing and Fixing**
21 **Compensation for District Management**

22 On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board Adopted
23 Resolution **2022-02, Appointing and Fixing Compensation for District Management** for
24 the Stoneybrook North Community Development District.

- 25 C. Exhibit 3: Consideration & Adoption of **Resolution 2022-03, A Designation of Officers**

26 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
27 Resolution **2022-03, A Designation of Officers** for the Stoneybrook North Community
28 Development District.

- 29 D. Exhibit 4: Consideration & Adoption of **Resolution 2022-04, A Designation of Primary**
30 **Administrative Office & Principal Headquarters**

31 On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board Adopted
32 Resolution **2022-04, A Designation of Primary Administrative Office & Principal**
33 **Headquarters** for the Stoneybrook North Community Development District.

- 34 E. Exhibit 5: Consideration & Adoption of **Resolution 2022-05, A Designation of**
35 **Authorized Bank Signatories**

36 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
37 Resolution **2022-05, A Designation of Authorized Bank Signatories** for the Stoneybrook
38 North Community Development District.

39 F. Exhibit 6: Resolution **2022-06, Delegated Award resolution**

40 ➤ Ms. Wilhelm reviewed the Delegated Award Resolution with the Board of Supervisors

41 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Adopted
42 Resolution **2022-06, Delegated Award resolution** for the Stoneybrook North Community
43 Development District.

44 **FOURTH ORDER OF BUSINESS – Staff Reports**

- 45 A. District Manager- There being none, the next item followed
46 ➤ Field Services Update- There being none the next item followed
47 B. District Attorney- There being none, the next item followed
48 C. District Engineer- There being none, the next item followed

49 **FIFTH ORDER OF BUSINESS – Audience Comments - New Business**

- 50 A. A resident asked for an update on sprinklers, ponds, and gates.
51 ➤ Mr. Lawson gave an update regarding irrigation and gate system.
52 B. A resident asked if CDD can add a status update on the CDD website.
53 ➤ Mr. Lawson said he would work on getting that on the website.
54 C. A resident asked about a school bus stop location
55 ➤ There was no option involving the CDD currently to fix the issue.
56 D. A resident asked about a streetlight that must be replaced
57 ➤ Mr. Lawson said the CDD would follow up with Streetleaf
58 E. A resident asked about street signs down
59 ➤ Mr. Lawson said the CDD would follow up with Breeze.

60 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

61 ➤ There being none, the next item followed

62 **SEVENTH ORDER OF BUSINESS – Adjournment**

63 There being none, the next item followed.

64 On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board Adjourned
65 the meeting for the Stoneybrook North Community Development District.

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

69 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
70 **meeting held on _____.**

71

Signature

Signature

Printed Name

Printed Name

72 **Title:** **Secretary** **Assistant Secretary**

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

EXHIBIT 5

DPFG MANAGEMENT & CONSULTING LLC

250 INTERNATIONAL PKWY, SUITE 280
LAKE MARY FL 32746

Lee County – Community Development Districts
FLORIDA

04/15/2022

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2022
Brightwater	0
Lucaya	277
Stoneybrook North	203

Tammy Lipa – Voice: 239-533-6329

Email: tlipa@lee.vote

Send to: Shirley Conley sconley@vestapropertyservices.com Phone: 321-263-0132 ext 749

EXHIBIT 6

RATIFICATION OF CONTRACTS

11NBHD01-103 CO#4	DexBender – 2 nd Gopher Tortoise Burrow 100 Percent Survey	\$4,200.00
SC-00035 CO#1	Mancini – Brightwater Ph3 Installation of Conduit Sleeves	\$27,552.00
SC-000437	Kirkwood Electric – Supply Labor and Materials of Site #23-26, #28-30 and #32	\$6,980.00
SC-000438	Solitude Lake Management – Aerator Installation Services	\$59,753.00