

Oakstead Community Development District

July 7, 2026

**Workshop
Agenda Package**

2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33706

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Oakstead Community Development District

Board of Supervisors

Fred Krauer, Chairman
Barbara Feldman, Vice Chairperson
Joe Cascio, Assistant Secretary
Dennis Priebe, Assistant Secretary

District Staff

Mark Vega, District Manager
Kathryn “KC” Hopkinson, District Counsel
Stephen Brletic, District Engineer
Luis Diaz, Field Manager
Sandra MacGregor, District Accountant
Diana Kapatsyna, District Admin

Workshop Agenda

Tuesday, July 7, 2026 – 10:00 a.m.

The Workshop Meeting of the **Oakstead Community Development District** will be held **on July 7, 2026, at 10:00 a.m at the Oakstead Clubhouse, 3038 Oakstead Boulevard, Land O’ Lakes, FL 34638.**

THE REGULAR MEETING OF BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL
2. DISCUSSION ITEMS
 - A. Discussion of Boardwalk Inspection and Report Request
 - B. Discussion of Non-Exclusive Marketing Agreement
 - C. Discussion of Membership Fee Increase
3. BOARD OF SUPERVISORS REQUESTS AND COMMENTS
4. ADJOURNMENT

AGENOR & CAMPBELL STRUCTURAL ENGINEERS, LLC

670 ISLAND WAY, SUITE 301, CLEARWATER, FL. 33767 | WWW.AC-STRUCTURAL.COM

June 25, 2026

Oakstead CDD
C/o Inframark IMS
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

RE: Oakstead Timber Boardwalk Evaluation

Thank you for the opportunity to provide structural services for this project. Below is the proposed anticipated scope and fee for the evaluation of the timber boardwalks.

Anticipated Scope, Rates, & Fee:

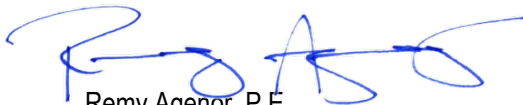
Condition Evaluation Report

The scope involves a condition evaluation report of the existing boardwalks including:

- Findings of the field inspection
- Description of the existing conditions/construction
- Documentation of any structural defects observed in the boardwalk system
- Recommendations including any repairs needed to bring the boardwalk system within structural engineering standards and code requirements.
- Recommended time frames to complete repairs or new construction will be provided.
- Estimated useful life remaining in the existing boardwalk system and/or with any repairs as needed
- Estimated cost for completion of any repairs or new construction
- Photos of areas of concern

Task	Classification	Field/Home	Rate	Anticipated Hours	Total
Field Review/Data Collection	Engineering Intern	Field	\$92.00	8	\$736.00
	Senior Engineer	Field	\$154.00	8	\$1,232.00
Condition Evaluation Report	Engineering Intern	Home	\$115.50	30	\$3,465.00
	Senior Engineer	Home	\$192.50	5	\$962.50
				Total =	\$6,395.50

Respectfully,



Remy Agenor, P.E.
Agenor & Campbell Structural Engineers, LLC
Remy@AC-Structural.com
Phone: 813-770-9464

This Frontier Services Non-Exclusive Marketing Agreement (“**Agreement**”) is made as of June 30, 2026 (“**Effective Date**”) by and between Frontier Communications of America, Inc., on behalf of the incumbent local exchange carrier and service affiliates (“**Frontier**”), which provide services to the individual Property addresses (“**Living Units**”) identified in the Schedules attached hereto, and the Oakstead Community Development District, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes whose mailing address is c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 (the “**District**”). Frontier and the District may hereafter be referred to collectively as the “**Parties**”, or individually as a “**Party**”. For the purposes of this Agreement, the term “**Affiliate**” with respect to either Party means any person or entity controlling, controlled by, or under common control with such party.

1. Appointment as Representative. This Agreement is intended to set forth a relationship between the District and Frontier, as described herein. The District agrees to non-exclusively allow Frontier to market and promote the Resident Services, as defined below, and to cooperate on behalf of Frontier on a non-exclusive basis with the marketing and promotion of both (i) Frontier’s available telecommunications services, including voice (“**Voice Services**”), data (“**Data Services**”), and Frontier secure services (“**Frontier Secure**”), as more fully described on applicable Frontier service descriptions (collectively, the “**Resident Services**”); and (ii) Frontier’s authorized partners’ video services. The Resident Services offered by Frontier at the property identified in Schedule A (hereafter “**Property**”) may be revised from time to time by Frontier upon written notice to the District. As used herein, the term “**Resident**” shall refer to the resident or tenant at a given Property to whom Resident Services are marketed or sold. The “**Property Effective Date**” shall be the date when the Property is ready to receive Resident Services, provided a validly issued Certificate of Occupancy is in full force and effect. For buildings added to the Property after the Effective Date by way of a mutually approved written amendment

3. Term; Termination.

a. The “**Term**” of this Agreement shall begin on the Effective Date and shall expire TEN (10) years after the Property Effective Date set forth in Schedule A. Upon expiration of the Term, the Agreement, shall automatically extend for successive one (1) year periods (each a “**Renewal Term**”) unless either Party gives the other written notice of its intent to not extend at least ninety (90) days prior to the end of the then-current Term.

b. (i) If the District is in violation of any of the terms, conditions, or covenants of this Agreement, and fails to cure such violation within thirty (30) days of the District’s receipt of written notice of such breach, then Frontier may terminate this Agreement immediately upon written notice. In the event additional Properties have been added by way of amendment, Frontier may only elect to terminate the Property affected by the breach (and thus eliminate the Property from the scope of this Agreement) upon written notice to the District following thirty (30) days’ written notice of the breach and failure to cure same to the reasonable satisfaction of Frontier within such 30-day period.

(ii) If Frontier is in material violation of any of the terms, conditions, or covenants of this Agreement, and fails to cure such violation within thirty (30) days of Frontier’s receipt of written notice of such breach, then the District may terminate this Agreement immediately upon written notice.

- c. (i) Frontier may terminate this Agreement for any reason upon sixty (60) days' prior written notice to the District, without liability.
(ii) the District may terminate this Agreement for any reason upon sixty (60) days' prior written notice to Frontier
- d. (i) Upon expiration or termination, or assignment by the District (with Frontier's prior written consent, pursuant to Section 13), of the Agreement, or transfer by the District of a controlling interest in the Property to a third party, all of the District's rights to applicable Compensation for periods from and after the date thereof shall cease, and the District shall only be owed Compensation for prior periods, prorated for a partial month if said event occurs prior to the end of the given calendar month, subject to the other terms of this Agreement.
(ii) Frontier will be entitled to recapture a ratable portion of all Initial Property Marketing Fees (as defined on Schedule B) previously paid to the District in the event Frontier terminates this Agreement due to a breach by the District, pursuant to Section 3(b)(i) of this Agreement. The amount of Initial Property Marketing Fees eligible for recapture under this Section 3(d)(ii) will be determined by multiplying the Initial Property Marketing Fees by a fraction, the numerator of which is the number of months remaining in the Term and the denominator of which is the total number of months in the Term.
(iii) Frontier will be entitled to recapture a ratable portion of the Initial Property Marketing Fees previously paid to the District in the event (a) the District terminates the Agreement pursuant to Section 3(c)(ii) of this Agreement; or (b) the District transfers a controlling interest in the Property without assigning and causing such transferee to assume the Agreement in a manner satisfactory to Frontier (which may include such third party entering into a written agreement with Frontier comparable to this Agreement). The amount of Initial Property Marketing Fees eligible for recapture under this Section 3(d)(iii) will be determined by multiplying the Initial Property Marketing Fees by a fraction, the numerator of which is the number of months remaining in the Term and the denominator of which is the total number of months in the Term.
(iv) the District shall pay Frontier the recaptured Initial Property Marketing Fees, within five (5) business days of Frontier's written notice to the District requesting payment thereof pursuant to the above provisions. Frontier may offset and reduce, and retain, the amount of any Initial Property Marketing Fees eligible for recapture from any future payments owed to the District for any purpose and under any agreement, without further notice, as a means of collecting amounts owed.
- e. Notwithstanding any termination or expiration of this Agreement, any right of entry or other access granted to Frontier with respect to a Property shall remain in effect, shall not be terminated, and the District shall allow Frontier continued access to provide Resident Services, as well as other services provided by Frontier, to the Property. This obligation of the District shall survive termination of this Agreement.

4. The District Representations and Warranties. The District represents and warrants to Frontier that:

- a. The District is not a party to any exclusive sales or marketing agreement for telecommunications services, including voice and data services, an exclusive use of wiring agreement, or a bulk services arrangement with any other provider of services

similar to the Resident Services covered in this Agreement and that nothing in this Agreement, or any Schedule hereto, conflicts with any legal obligation to which it is bound;

b. The District has valid title to the common areas of the Property listed on Schedule A and has the authority to perform its obligations under this Agreement;

c. The District owns or controls the telecommunication services marketing rights to each Property listed on Schedule A, and that no other person or entity has any rights to receive marketing fees paid in connection with the marketing of services similar to the Resident Services to Property; and

d. Without limiting the foregoing representations, The District has the lawful right to access and grant Frontier access to the Property (or Properties, if applicable) in furtherance of providing Resident Services thereat.

5. Non-Exclusive Marketing Program Obligations and Responsibilities.

a. Marketing Obligations. The District shall use its commercially reasonable best efforts to promote and market Frontier's Resident Services to Residents the District shall not enter into any exclusive access or bulk services agreement with another provider, and shall not otherwise grant any rights or licenses inconsistent with, or which materially impair or interfere with, the District's marketing obligations hereunder, or the Program (defined below). For the purposes of this Section, "**bulk services**" shall mean any or all voice, video, or data/internet access services provided to the Living Units at a discounted rate to which the Residents at the Property must subscribe, based upon an agreement between the District and a third-party service provider.

b. Marketing Program. At Frontier's expense, Frontier will design and implement a Marketing Program (the "**Program**") at the Property. The District agrees to cooperate with Frontier in promoting the Resident Services to Residents in accordance with the Program. Such promotional activities may include, but not be limited to, the activities listed in this Agreement, which Frontier and the District agree to review on an annual basis, and to revise, as appropriate, in order to ensure the success of the Program.

c. Signage and Display Collateral. At Frontier's expense, Frontier will provide signage and display collateral and the District will provide for placement in high-traffic areas at the Property including but not limited to and as applicable, the Property's Visitor's Center, Information Center, Business Center, Fitness Center, and other mutually agreed upon locations. The Parties shall confer regarding the most efficacious location of all signage and display collateral, provided Frontier shall have the final determination as to exact positioning, which the District shall comply with, subject to any restrictions imposed by applicable laws.

d. Promotional Materials. At Frontier's expense, Frontier will provide promotional materials concerning Frontier's Resident Services to the District for distribution to Residents and prospective Residents. The District shall place and display such materials in the Property areas such as the Visitor's Center, Information Center, Business Center, Leasing Office, Fitness Center, Model Living Units and other mutually agreed upon high traffic locations. The District shall include Frontier marketing materials in welcome kits or other information provided to prospective and new Residents at the Property. The District will ensure that Frontier is specifically listed on all new move-in documentation.

e. Training. The District shall permit Frontier to train the District's staff within 60 days following the Effective Date of this Agreement for the Property, or within 60 days following the opening of a Property's Visitor's Center, Information Center, Leasing Office or Model

Living Units, whichever later occurs, and the District shall cause its staff to attend these Frontier training sessions. the District shall notify Frontier within 60 days following the hiring of new Property leasing personnel during the Term, and shall cooperate in the subsequent scheduling of training of such personnel in a timely manner. Frontier personnel or designated agents shall maintain regular contact with the District regarding the marketing process. Training requirements and procedures, if any, for the District's staff and all marketing and promotional plans, schedules and activities shall be mutually determined by Frontier and the District.

f. Other Promotional Activities. The District shall have the option to promote Frontier's Resident Services on the Property's website and on external communications, subject to Frontier's prior written approval, such approval not to be unreasonably withheld, and may work with Frontier in the development of additional, mutually agreeable promotional activities as may be implemented from time to time. Frontier shall also have the right to have its representatives come onto the Property at mutually agreeable times to assist with marketing and for on-site marketing events after completion of each phase of the project (if the Property is a new-build or there is a grand opening). The Parties reserve the right to increase the number of on-site activities during the Term if mutually agreed upon by the Parties. Frontier may leave door hangers, and/or market door-to-door at the Property. The District acknowledges its agreement to allow Property staff to participate in Frontier sponsored incentive programs and potentially receive incentive awards at the individual staff level.

g. Trademarks, Service Marks, and Trade Names. Frontier may provide the District with Frontier marketing materials for the District's use ("**Marketing Materials**"). All Frontier Marketing Materials provided by Frontier to the District, and Frontier's name, trademarks, service marks, label designs, product identifications, artwork, and other symbols and devices associated with this Agreement (collectively, the "**Frontier Marks**") are and will remain the property of Frontier. The District is authorized to use the Frontier Marks provided by Frontier as described in this Agreement only with Frontier's prior written consent. The District's right to use the Frontier Marks is non-exclusive, non-assignable and non-transferable. All uses by the District of the Frontier Marks inure solely to the benefit of Frontier. If the District uses the Frontier Marks, the District will strictly comply with any Frontier content or brand usage policies Frontier provides. The District agrees that Frontier is authorized to use the District's marks and trade designations for the duration of the Term to communicate its association with the District generally, or in connection with any Property. The District agrees that Frontier may identify itself, on all marketing materials, including those referred to in Sections 5(c), 5(d) and 5(g), above, as the District's and/or the Property's preferred or recommended provider of telecommunications services.

h. Access for Marketing Purposes. The District will permit employees, agents, or contractors of Frontier reasonable access, at no charge, to the Property for marketing of the Resident Services set forth under this Agreement including, but not limited to, customer satisfaction surveys and promotional material provided by or approved by Frontier for the ordering of Resident Services.

i. Ordering of Resident Services. For the ordering of Resident Services, the District shall direct Residents to request orders for Resident Services directly from Frontier in accordance with the promotional material provided by or approved by Frontier for the ordering of Resident Services.

j. Nature of Resident Services. Frontier shall have the sole discretion with respect to the addition, deletion, selection, distribution, provision, type and pricing of, and acceptance or rejection of offers to subscribe to, Resident Services. The District shall not misrepresent the nature, characteristics, pricing, performance or availability of the Resident Services.

6. Non-Exclusive Access. The District is not restricted by this Agreement from allowing any competitive local exchange carrier (CLEC), video service provider, or other service provider from having access to the Property or to provide services to Residents at a Property. Residents may select another service provider of their choice for their communications services and the District shall not, in any manner, inform its Residents that they are restricted to using Frontier as their sole communications services provider.

7. Property Access; Grant of Underlying Rights.

a. With respect to the Property, the District shall provide Frontier with (i) access to, and use of, its buildings, facilities, and infrastructure, including a compatible communications infrastructure (the “**Facilities**”), and (ii) all deeds, leases, easements, rights of way, licenses, franchises, permits, and other rights, titles or interests, necessary for the construction, installation, operation, maintenance and repair of the system to be deployed by Frontier under this Agreement in order to provide services to the Residents at the Property (the “**Network**”). The District grants to Frontier an unlimited right of access to and use of the Facilities, seven (7) days per week, twenty-four (24) hours per day, including rights of ingress and egress, in connection with Frontier’s provision of the services, including but not limited to marketing, training, installation, maintenance, operation, repair and removal. The District shall ensure that the Facilities include a communications infrastructure that is physically and technologically capable of distributing all Resident Services to designated locations. In the event extensive inside wiring or further communications build-out is necessary at a given premises, the District shall bear the cost of installing same.

b. The Facilities shall include all power connections necessary for the deployment, operation and maintenance of the Network. Frontier shall not be required to reimburse the District for the costs of power associated with the development or operation of the Network. Frontier will be responsible for providing, at Frontier’s sole expense, any filtering or regulation devices to correct any interference or potential electrical surges. The Parties will use their best efforts to avoid any unnecessary interruptions and, where required, will work with each other to plan and coordinate necessary service and utility interruptions so as to minimize disruptions to Frontier’s equipment and the Facilities.

c. Any equipment installed at a Property remains the personal property of Frontier or Frontier’s assignee, notwithstanding that it may be or become attached to or embedded in realty. The District and its contractors or agents will not tamper with, remove or conceal any Frontier equipment, identifying plates, tags or labels.

d. Only authorized agents and representatives of Frontier may perform maintenance work. Any repair, alteration, configuration or servicing of Frontier’s facilities or equipment by the District or third parties authorized by the District, without the written consent of Frontier, is a default of this Agreement and cause for termination at Frontier’s option.

e. Frontier will manage its network in Frontier’s sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering services at the Property.

f. The obligations of the District under this Section 7 and the rights granted to Frontier hereunder, shall survive expiration or termination of this Agreement.

8. Limitation of Liability and Warranty Provisions.

a. The liability of Frontier and its affiliates related to this Agreement shall in no event exceed the total amount paid to the District by Frontier under this Agreement relating to the Property(s) at issue during the prior six (6) months.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY THE DISTRICT OR THIRD PARTIES RESULTING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT, OTHER THAN ACTUAL DAMAGES RESULTING FROM FRONTIER'S OR ITS AGENTS' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE UNDER THIS AGREEMENT, SUBJECT TO SECTION 8(a).

c. This Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. The District agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that this Agreement will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

d. No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than one (1) year after the cause of action has arisen or fees have been paid to the District by Frontier, whichever is earlier. The Parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

9. Indemnification.

a. The District shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) the District's breach of this Agreement (ii) the District's gross negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) any bodily injury (including illness or death) or property damage caused by the District or associated with a Property; or (iv) any actual or alleged infringement of any third party's trade secrets, trademark, copyright, patent or other intellectual property rights by the District.

b. Frontier shall indemnify, defend and hold the District and its affiliates, agents and contractors, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Frontier's breach of this Agreement; (ii) Frontier's gross negligence or willful misconduct in the performance of its obligations under this Agreement; or (ii) any bodily injury (including illness or death) or property damage caused by Frontier or anyone within its control or any Resident. The obligations under this Section 9 are independent of any other obligation under this Agreement.

10. Confidentiality.

a. Except as may be prohibited under Florida Statute, both Parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other Party, unless required by law (including disclosure by Frontier determined by Frontier's professional advisors to be necessary or advisable under securities laws, accounting rules and/or regulatory agency rules or processes).

b. Pursuant to this Agreement, the District and Frontier may disclose to each other information that is confidential in nature. Confidential Information includes, but is not limited to, the terms and conditions of this Agreement, technical or service-related information, financial information, price lists, data, customer lists, and business or marketing plans. Confidential Information is the exclusive property of the disclosing Party and may be used by the receiving Party solely to perform its obligations under this Agreement. The District will not issue any press release or make any other public announcement regarding this Agreement or any relation between the District and Frontier without Frontier's written consent. In order to receive confidential treatment, all such information (hereafter "**Information**") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, the District and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between the District and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

11. Survival. Upon termination or expiration of this Agreement the operative provisions of this Agreement necessary to enforce and or construe the Parties' rights and obligations, and such other provisions which by their logical context would be expected to survive, shall survive any such termination or expiration, including without limitation Sections 3(e), 7, 8, 9, 10, and 15.

12. Force Majeure. In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of the District, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

13. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, and permitted assigns. This Agreement may not be assigned by either Party except as provided herein or pursuant to operation of law.

a. Definitions. "**Transfer**" means, as to the Party involved, any voluntary or involuntary, transfer, assignment, or conveyance of this Agreement, or any interest herein or any rights hereunder, including by reason of a change of control of ownership interests of a Party or a liquidation or a dissolution of a party, a merger or a consolidation of a Party with or into another entity. The term "**Control**" for purposes of this Paragraph means the ownership of 50.01% or more of the voting interests in the entity in question.

b. Transfer by Frontier. Frontier may Transfer this Agreement to, (a) an Affiliate, or (b) any entity which succeeds to all or substantially all of its assets whether by merger, sale or otherwise.

c. Transfer by the District. The District may Transfer this Agreement to an Affiliate or to any entity which succeeds to all or substantially all of its assets whether by merger, sale, consolidation, reorganization or otherwise. Notwithstanding the foregoing, Owner has the obligation under Section 13(d) hereunder to ensure the Transfer of this Agreement to the unaffiliated, third-party buyer upon the occurrence of a sale or other conveyance of the Property during the Term of this Agreement.

d. Sale the District. Upon the occurrence of a Transfer of the Property during the Term or any Renewal Term of this Agreement, the District shall require the transferee of the District's interest in the Property to assume in writing this Agreement, including all of the District's covenants, agreements, rights and obligations under this Agreement. he District shall use commercially reasonable efforts to give Frontier thirty (30) days' prior written notice of any such assignment, but in no event later than fifteen (15) days after any assignment and shall provide to Frontier a copy of the fully executed assignment document. After the District assigns this Agreement to the buyer and a copy of the fully executed assignment is delivered to Frontier, the District will have no further liabilities or obligations under this Agreement, except for those arising prior to the date on the assignment documentation.

14. Competition. The District recognizes the availability of competitive alternatives for receiving the services and equipment provided under this Agreement either now or in the future, and has freely elected to enter into this Agreement understanding its terms.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any actions or claims arising or related to the Agreement shall be in the appropriate state or federal court located in the competent jurisdiction in which the District is located. The District and Frontier consent to personal jurisdiction in such courts.

16. No Waiver. If either Party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other Party.

17. Severability. A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

18. Notice. Any written notice either Party may give the other concerning the subject matter of this Agreement shall be in writing and given or made by means of certified or registered mail, electronic mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

To the District: At the District's address shown on the first page of this Agreement

Attn: Oakstead Community Development District
c/o Inframark

E-mail: mark.vega@inframark.com

To Frontier: Frontier Contracts - Multifamily
E-mail: FTR-multifamily.contracts@verizon.com

With copies to: Raul Huerta, Vice President, Regional Consumer Sales
E-mail: raul.huerta@verizon.com

Frontier Communications of America, Inc.
Attn: Associate General Counsel
111 Field Street
Rochester, NY 14620

Such notice shall be deemed to have been given or made upon the date of delivery, as confirmed by the courier, if given by hand; on the delivery date confirmed by the carrier, if sent by certified or registered mail or express service; or on the e-mail date (provided, electronic delivery shall be deemed given on the next business day if sent either on a non-business day or on a business day but after 5:00 pm, receiving Party's time), unless an electronic undeliverable message has been received. As used herein, "**business day**" shall mean a weekday other than a Federal holiday or day on which banks in the receiving party's state are authorized to close. Each Party hereto may change its address by a notice given to the other Party in the manner set forth above.

19. Independent Contractor Relationship. Each Party understands and agrees that it and its personnel are not employees of the other Party, and that each Party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution. Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of thirty (30) calendar days, or any agreed further period, the Parties are unable to resolve the dispute, then the Parties may seek resolution by exercising any rights or remedies available to either Party at law or in equity. The District and Frontier agree that each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

Sections 21 through 26 describes Frontier's obligations to the extent it is a contractor under Chapter 190, Florida Statute. Depending on the nature of this contract, it may apply to vendors who are providing goods or services necessary to the District in its performance under Chapter 190, Florida Statute.

21. Compliance with Governmental Regulations. The Frontier will 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. The Frontier warrants and represents the Frontier is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Frontier is solely responsible for complying with all applicable laws pertaining to Fla. Stat. 190.007(2) and Fla. Stat. 215.981(1), specifically, that the audit report shall be submitted within 9 months after the end of the fiscal year (no later than June 30 each year). Frontier shall apprise the District of when the annual audit report will be completed. If the annual audit report is not received by June 20, the District shall request a completion date from the Frontier. If the annual audit report is not completed timely, Frontier shall pay liquidated damage amount of \$20 per day for every day after June 30 in which the annual audit report is not completed.

22. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

23. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Frontier represents that in entering into this Agreement, the Frontier has not been designated as a “scrutinized company” under the statute and, in the event that the Frontier is designated as a “scrutinized company”, the Frontier shall immediately notify the District whereupon this Agreement may be terminated by the District.

24. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

Frontier represents that Frontier 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 the Frontier has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.

If the District has a good faith belief that Frontier knowingly violated Section 448.09(1), Florida Statutes, but the Frontier otherwise complied with its obligations thereunder, the District shall promptly notify the Frontier and the Frontier will immediately terminate its contract with the Frontier.

If this Agreement is terminated in accordance with this section, then the Frontier will be liable for any additional costs incurred by the District.

25. Public Records. As required under Section 119.0701, Florida Statutes, Frontier 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 Frontier 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 THE FRONTIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FRONTIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 991-1116, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY

REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

26. Anti-Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Frontier represents that in entering into this Agreement, the Frontier does not use coercion for labor or services as defined in the statute. The Frontier is required to provide an affidavit, signed by an officer or a representative of the Frontier with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

27. Entire Agreement. This Agreement, together with any applicable Schedule, entered into hereunder, constitutes the entire agreement between the Parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. Neither this Agreement nor any Schedule may be modified, amended or supplemented except by written agreement signed by an authorized representative of each Party. This Agreement, and the related instruments described above entered into hereunder, are binding upon the Parties and shall inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document and the Parties expressly agree to electronic forms of contract execution.

FRONTIER COMMUNICATIONS OF AMERICA, INC.	OAKSTEAD COMMUNITY DEVELOPMENT DISTRICT
Signature:	Signature:
Printed Name: Raul Huerta	Printed Name: Fred Krauer
Title: Vice President, Regional Consumer Sales	Title: Chairman, Board of Supervisors
Date:	Date:

SCHEDULE A

PROPERTY DESCRIPTION	
Property Name: ^{(1),(2)}	Oakstead Community Development District
Property Address:	3038 Oakstead Boulevard, Land O' Lakes FL 33607
Number of Living Units:	1,184

PROPERTY CONTACT INFORMATION	
Property Contact Name/Title:	Mark Vega, Senior District Manager
Property Contact Address:	2005 Pam Am Circle, Suite 300, Tampa FL 33607
Property Contact Phone No.:	813-991-1116
Property Contact E-mail:	mark.vega@inframark.com

RESIDENT SERVICES THE DISTRICT TO MARKET AND PROMOTE	
1.	Data Services
2.	Voice Services
3.	Frontier Secure

PROPERTY EFFECTIVE DATE⁽²⁾	
See Note 2	

- (1) For each Property listed above, the District shall submit to Frontier an accurate and complete "property address form" setting forth a detailed, door-by-door address listing of each Living Unit thereat, or such other detailed description as the given building, complex or property shall dictate, in excel format or any such format as Frontier shall prescribe from time to time, and the District shall keep such form updated throughout the Term upon prompt written notice to Frontier. No Compensation shall be payable in respect to misidentified units.
- (2) For any given Property, the Property Effective Date shall be the date when the given property is ready to receive Resident Services and a validly issued Certificate of Occupancy is in full force and effect in respect to the subject Property. For Properties that are already completed and ready to receive Resident Services and lawfully inhabited on the Effective Date of this Agreement, the Property Effective Date shall be the Effective Date of this Agreement; and, for those buildings that are added to a given Property listed above after the Effective Date of this Agreement (e.g., an existing condominium complex or apartment building listed above is expanded after the Effective Date of this Agreement with a new wing or additional premises), the Property Effective Date for such new premises shall be the date when Frontier receives a valid Certificate of Occupancy for the new premises and is ready to receive Resident Services. The Parties shall amend and restate this Schedule A as necessary to reflect mutually approved additional Properties and/or expansions of any listed Property, and corresponding Property Effective Dates, as the case may be, subject to the terms of the Agreement.

SCHEDULE B COMPENSATION

1. Initial Property Marketing Fees. For the Property expressly set forth in Schedule A, Frontier will pay Compensation to the District in the form of a marketing fee, in accordance with the terms of this Schedule B (“**Initial Property Marketing Fee**”). For purposes of this Agreement, the Initial Property Marketing Fee shall mean an amount not to exceed ONE HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS (\$118,400.00), which equates to ONE HUNDRED DOLLARS (\$100.00) per Living Unit and shall be paid in a lump sum amount. The Initial Property Marketing Fees, if any, shall be payable to the District no later than sixty (60) days after the Property Effective Date.

2. Demonstration Account.

a. Frontier will provide certain Frontier services on a complimentary basis (“**Demonstration Account**”) for up to SEVEN (7) account, as described below, during the Term.

b. The following Frontier services are included in each Demonstration Account:

(i) One (1) Frontier high speed internet access service (“**HSIA**”). Subject to the terms and conditions applicable to other retail customers, including credit qualification and payment of applicable charges, customer may upgrade HSIA bandwidth at the difference between Frontier’s standard retail market rate for the HSIA and Frontier’s standard retail market rate for the higher bandwidth internet access retail service at the time of purchase.

c. The Demonstration Account will be located in a public location at the District’s discretion, subject to Frontier’s reasonable approval and any applicable restrictions. The Demonstration Account cannot be used as a public Wi-Fi hotspot. The District agrees to provide, at its expense, any and all equipment, other than the Frontier Equipment; e.g., televisions and computers, and install such equipment required to display or utilize the Demonstration Account. Other than the pricing accommodations being offered by Frontier, the District agrees to abide by all terms and conditions and restrictions applicable to standard customers of any Demonstration Account as if it were a subscribing customer. The Demonstration Account will include standard installation at no charge to the District and there shall be no monthly recurring charge to the District for the Demonstration Account; provided, however, the District shall be responsible for paying applicable one-time and monthly taxes and other governmental fees and surcharges typically charged by Frontier for the services. The District agrees that Frontier may place, or the District shall place at Frontier’s direction, signage at the premises where the Demonstration Account is being delivered advertising Frontier as the service provider; such signage shall be paid for by Frontier and installed by Frontier or the District at Frontier’s request at the visibility point designated by Frontier.

d. The District may order the following additional services for use with the Demonstration Account at the same rate charged for similarly situated retail customers: non-standard installation, RF remote controls, HSIA upgrades, or additional programming when made available. The District will be responsible for charges for upgrades or additional services on the account where Demonstration Accounts are provided. Demonstration Account will not be provided if the District is disconnected for non-payment for upgrades or additional services. All equipment not expressly purchased shall remain the property of Frontier and subject to applicable terms and conditions for the corresponding service.

Frontier reserves the right to modify or cancel any Demonstration Account (including any related additional services purchased), at any time with or without notice, provided Frontier will provide prior notice of any price increase within its control.

ADDRESS LIST
(Excel format only)

From: Park Director <oaksteadparkdirector@oaksteadcdd.org>

Sent: Friday, June 26, 2026 10:51 AM

To: Vega, Mark <Mark.Vega@inframark.com>

Subject: [EXTERNAL] Increase

Mark

For the public hearing please include the rate increase for the Membership fee. Currently, the membership costs \$1700.00 per year for a family of up to 4. If the agreed amount is \$350.00, the membership fee should increase. Please approve the same amount or a \$400 increase.

Lynn