

# **BROOKSTONE**

## **COMMUNITY DEVELOPMENT DISTRICT**

**March 5, 2021**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**Brookstone Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

February 26, 2021

<b>ATTENDEES:</b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.
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Board of Supervisors  
Brookstone Community Development District

Dear Board Members:

The Board of Supervisors of the Brookstone Community Development District will hold a Regular Meeting on March 5, 2021 at 10:00 a.m., at the office of ZNS Engineering, 201 5<sup>th</sup> Avenue Dr. E., Bradenton, Florida 34208. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of Authorization for Chair and Staff to Execute and Submit Pay Application 21 to Trustee for Payment of \$1,199,095.70 to Oak City South
4. Consideration of Special Warranty Deed from SFTEN, LLC
5. Presentation of Second Amendment to the Declaration of Covenants, Conditions and Restrictions and Consideration of Joinder to Same
6. Discussion: Memorandum of Understanding, Section 448.095, *Florida Statutes*/E-Verify Requirements
7. Acceptance of Unaudited Financial Statements as of January 31, 2021
8. Approval of Minutes
  - A. November 3, 2020 Landowners' Meeting
  - B. November 6, 2020 Regular Meeting
9. Staff Reports
  - A. District Counsel: *Hopping Green & Sams, PA*
  - B. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING: April 2, 2021 at 10:00 a.m.

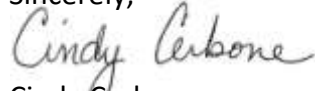
○ QUORUM CHECK

Ryan Zook	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
John Snyder	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Hal Lutz	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Anne Mize	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Greg Mundell	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Cerbone  
District Manager

**TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**CONFERENCE ID: 8518503**

**BROOKSTONE**  
**COMMUNITY DEVELOPMENT DISTRICT**

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This Instrument Prepared By:

Tucker F. Mackie, Esq.  
**Hopping Green & Sams, P.A.**  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

Property Appraisers Parcel I.D. Nos.:

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### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, dated \_\_\_ day of \_\_\_\_\_, 2021, is by and from **SFTEN, LLC**, a Delaware limited liability company, whose address is 12602 Telecom Drive, Tampa, Florida 33637 (hereinafter called the “Grantor”), and the **BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called the “Grantee”).

(Whenever used herein the terms “Grantor and Grantee” shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

#### **WITNESSETH:**

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of Manatee, State of Florida, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the “Property”).

**TOGETHER WITH** all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the Property was free from all encumbrances made by it, and that it will warrant and defend the title to the Property against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

**SFTEN, LLC**, a Delaware limited liability company by D.R. Horton, Inc., a Delaware corporation, its sole member

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

\_\_\_\_\_  
By: John E. Snyder  
Its: Vice President

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

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by John E. Snyder, as Vice President of D.R. Horton, Inc., a Delaware corporation as the sole member of SFTEN, LLC, a Delaware limited liability company who [X] is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**Exhibit A**

**Description of the Property**

TRACTS 200, 201, 202, 203, 204, 205, 206, AND 207, BELLA LAGO PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGES 166 THROUGH 198 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

# BROOKSTONE

## PROPERTY DUE DILIGENCE

BELLA LAGO PHASE I BOOK 66, PAGE 166						
<u>TRACT</u>	<u>TYPE</u>	<u>DEDICATED BY PLAT</u>	<u>DEDICATED BY DEED</u>	<u>HOA DECLARATION DESIGNATION</u>	<u>CURRENT OWNER</u>	<u>NOTES</u>
101	PRIVATE ROAD, DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT	HOA			SFTEN, LLC	
200	OPEN SPACE	CDD			SFTEN, LLC	
201	OPEN SPACE AND PUBLIC DRAINAGE EASEMENT	CDD			SFTEN, LLC	
202	OPEN SPACE	CDD			SFTEN, LLC	
203	OPEN SPACE	CDD			SFTEN, LLC	
204	OPEN SPACE, WETLAND AND 30 FOOT WETLAND BUFFER, PUBLIC DRAINAGE / FLOWAGE EASEMENT, MANATEE COUNTY LIFT STATION EASEMENT	CDD			SFTEN, LLC	
205	OPEN SPACE	CDD			SFTEN, LLC	
206	OPEN SPACE	CDD			SFTEN, LLC	
207	OPEN SPACE	CDD			SFTEN, LLC	
400	AMENITY CENTERS	HOA			SFTEN, LLC	
401	AMENITY CENTERS, SIGN EASEMENT	HOA			SFTEN, LLC	
500	OPEN SPACE, STORMWATER RETENTION AREAS AND LAKE MAINTENANCE EASEMENT, DRAINAGE AND FLOWAGE EASEMENT	CDD	SFTEN TO CDD  INSTRUMENT NO. 202041121859  RECORDED 11/6/20		CDD	



501	OPEN SPACE, STORMWATER RETENTION AREAS AND LAKE MAINTENANCE EASEMENT, DRAINAGE AND FLOWAGE EASEMENT	CDD	SFTEN TO CDD  INSTRUMENT NO. 202041121859  RECORDED 11/6/20		CDD	
502	OPEN SPACE, STORMWATER RETENTION AREAS AND LAKE MAINTENANCE EASEMENT, DRAINAGE AND FLOWAGE EASEMENT	CDD	SFTEN TO CDD  INSTRUMENT NO. 202041121859  RECORDED 11/6/20		CDD	
503	OPEN SPACE, STORMWATER RETENTION AREAS AND LAKE MAINTENANCE EASEMENT, DRAINAGE AND FLOWAGE EASEMENT	CDD	SFTEN TO CDD  INSTRUMENT NO. 202041121859  RECORDED 11/6/20		CDD	
504	OPEN SPACE, STORMWATER RETENTION AREAS AND LAKE MAINTENANCE EASEMENT, DRAINAGE AND FLOWAGE EASEMENT	CDD	SFTEN TO CDD  INSTRUMENT NO. 202041121859  RECORDED 11/6/20		CDD	
505	OPEN SPACE, STORMWATER RETENTION AREAS AND LAKE MAINTENANCE EASEMENT, DRAINAGE AND FLOWAGE EASEMENT	CDD	SFTEN TO CDD  INSTRUMENT NO. 202041121859  RECORDED 11/6/20		CDD	
506	OPEN SPACE, STORMWATER RETENTION AREAS AND LAKE MAINTENANCE EASEMENT, DRAINAGE AND FLOWAGE EASEMENT	CDD	SFTEN TO CDD  INSTRUMENT NO. 202041121859  RECORDED 11/6/20		CDD	

507	OPEN SPACE, STORMWATER RETENTION AREAS AND LAKE MAINTENANCE EASEMENT, DRAINAGE AND FLOWAGE EASEMENT	CDD	SFTEN TO CDD  INSTRUMENT NO. 202041121859  RECORDED 11/6/20		CDD	
508	OPEN SPACE, STORMWATER RETENTION AREAS AND LAKE MAINTENANCE EASEMENT, DRAINAGE AND FLOWAGE EASEMENT	CDD	SFTEN TO CDD  INSTRUMENT NO. 202041121859  RECORDED 11/6/20		CDD	
509	OPEN SPACE, STORMWATER RETENTION AREAS AND LAKE MAINTENANCE EASEMENT, DRAINAGE AND FLOWAGE EASEMENT	CDD	SFTEN TO CDD  INSTRUMENT NO. 202041121859  RECORDED 11/6/20		CDD	
510	OPEN SPACE, STORMWATER RETENTION AREAS AND LAKE MAINTENANCE EASEMENT, DRAINAGE AND FLOWAGE EASEMENT	CDD	SFTEN TO CDD  INSTRUMENT NO. 202041121859  RECORDED 11/6/20		CDD	
900	FUTURE DEVELOPMENT	RESERVED BY SFTEN			SFTEN, LLC	
901	FUTURE DEVELOPMENT	RESERVED BY SFTEN			SFTEN, LLC	
902	FUTURE DEVELOPMENT	RESERVED BY SFTEN			SFTEN, LLC	

**BROOKSTONE**  
**COMMUNITY DEVELOPMENT DISTRICT**

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# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

**TO:** District Managers

**FROM:** Hopping Green & Sams

**DATE:** December 2020

**RE:** Section 448.095, *Florida Statutes* / E-Verify Requirements

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As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

### E-VERIFY REQUIREMENTS

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.



Company ID Number: \_\_\_\_\_

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee



may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the



Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

**Approved by:**

<b>E-Verify Employer</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

<b>Information Required for E-Verify</b>	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:							
North American Industry Classification Systems Code:							
Parent Company:							
Number of Employees:							
Number of Sites Verified for:							
<p>Are you verifying for more than one site?          If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		State	Number of sites	Site(s)			
State	Number of sites	Site(s)					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

**BROOKSTONE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**BROOKSTONE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JANUARY 31, 2021**

**BROOKSTONE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JANUARY 31, 2021**

	General Fund	Debt Service Fund	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 62,646	\$ -	\$ 62,646
Investments			
Revenue	-	591,770	591,770
Reserve	-	801,438	801,438
Prepayment	-	5,000	5,000
Total assets	\$ 62,646	\$ 1,398,208	\$ 1,460,854
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Due to Developer	\$ 5,649	\$ -	\$ 5,649
Total liabilities	5,649	-	5,649
Fund balances:			
Restricted for:			
Debt service	-	1,398,208	1,398,208
Unassigned	56,997	-	56,997
Total fund balances	56,997	1,398,208	1,455,205
Total liabilities and fund balances	\$ 62,646	\$ 1,398,208	\$ 1,460,854

**BROOKSTONE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JANUARY 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 50,774	\$ 51,110	99%
Assessment levy: off-roll	-	-	41,566	0%
Total revenues	<u>-</u>	<u>50,774</u>	<u>92,676</u>	55%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	3,825	15,300	45,900	33%
DSF accounting/assessment collections	458	1,833	5,500	33%
Legal	1,751	2,119	15,000	14%
Engineering	-	-	1,500	0%
Audit	-	500	6,500	8%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	333	1,000	33%
Trustee	-	-	5,000	0%
Telephone	17	66	200	33%
Postage	10	20	500	4%
Printing & binding	42	167	500	33%
Legal advertising	-	334	1,500	22%
Annual special district fee	-	175	175	100%
Insurance	-	5,381	5,638	95%
Contingencies/bank charges	-	-	500	0%
Website				
Hosting	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>6,186</u>	<u>27,143</u>	<u>91,078</u>	30%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	799	0%
Tax collector	-	1,523	799	191%
Total other fees & charges	<u>-</u>	<u>1,523</u>	<u>1,598</u>	95%
Total expenditures	<u>6,186</u>	<u>28,666</u>	<u>92,676</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	(6,186)	22,108	-	
Fund balances - beginning	63,183	34,889	28,128	
Assigned:				
Committed:				
3 months working capital	27,398	27,398	27,398	
Unassigned	29,599	29,599	730	
Fund balances - ending	<u>\$ 56,997</u>	<u>\$ 56,997</u>	<u>\$ 28,128</u>	

**BROOKSTONE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018  
FOR THE PERIOD ENDED JANUARY 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ -	\$ 421,981	\$ 424,980	99%
Assessment levy: off-roll	-	-	432,940	0%
Interest	5	22	-	N/A
Total revenues	<u>5</u>	<u>422,003</u>	<u>857,920</u>	49%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	150,000	150,000	100%
Principal prepayment	-	10,000	-	N/A
Interest	-	298,941	602,100	50%
Total debt service	<u>-</u>	<u>458,941</u>	<u>752,100</u>	61%
<b>Other fees &amp; charges</b>				
Tax collector	-	12,659	6,640	191%
Property appraiser	-	-	6,640	0%
Total other fees and charges	<u>-</u>	<u>12,659</u>	<u>6,640</u>	191%
Total expenditures	<u>-</u>	<u>471,600</u>	<u>758,740</u>	62%
Excess/(deficiency) of revenues over/(under) expenditures	-	(49,597)	99,180	
Fund balances - beginning	<u>1,398,203</u>	<u>1,447,805</u>	<u>2,054,036</u>	
Fund balances - ending	<u><u>\$ 1,398,203</u></u>	<u><u>\$ 1,398,208</u></u>	<u><u>\$ 2,153,216</u></u>	

**BROOKSTONE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8A**



**DRAFT**  
**MINUTES OF MEETING**  
**BROOKSTONE**  
**COMMUNITY DEVELOPMENT DISTRICT**

1  
2  
3  
4  
5 The Brookstone Community Development District held a Landowners' Meeting on  
6 November 3, 2020 at 10:00 a.m., at ZNS Engineering, 201 5th Avenue Dr. E, Bradenton, Florida  
7 34208.

8  
9 **Present were:**

10  
11 Cindy Cerbone District Manager  
12 Deborah Sier (via telephone) District Counsel  
13  
14

15 **FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

16  
17 Ms. Cerbone called the meeting to order at 11:28 a.m., and noted that the meeting was  
18 scheduled for 10:00 a.m.; however, the start time was delayed and a notice of the delay was  
19 posted at the meeting location. Ms. Cerbone was the only attendee present at the meeting  
20 location.  
21

22 **SECOND ORDER OF BUSINESS**

**Affidavit/Proof of Publication**

23  
24 The affidavit of publication was included for informational purposes.  
25

26 **THIRD ORDER OF BUSINESS**

**Election of Chair to Conduct Landowners'  
Meeting**

27  
28  
29 Ms. Cerbone stated, as she was the only in-person attendee, she would serve as Chair to  
30 conduct the Landowners' meeting. She stated that she was the designated Proxy Holder for  
31 two property owners in the District, as follows:

32 SFTEN, LLC (SFTEN)	379.274 acres	380 votes
33 SFTEN	10 platted parcels	10 votes
34 DR Horton, Inc.		289 votes

35

36 **FOURTH ORDER OF BUSINESS**

**Election of Supervisors [SEATS 1, 3 and 4]**

37  
38 **A. Nominations**

39 The following nominations were made:

40 Seat 1 Ryan Zook

41 Seat 3 Hal Lutz

42 Seat 4 Anne Mize

43 No other nominations were made.

44 **B. Casting of Ballots**

45 **I. Determine Number of Voting Units Represented**

46 A total of 679 voting units were represented.

47 **II. Determine Number of Voting Units Assigned by Proxy**

48 A total of 679 voting units were assigned by proxy.

49 Ms. Cerbone cast the following votes on behalf of SFTEN:

50 Seat 1 Ryan Zook 390 votes

51 Seat 3 Hal Lutz 390 votes

52 Seat 4 Anne Mize 389 votes

53 Ms. Cerbone cast the following votes on behalf of DR Horton:

54 Seat 1 Ryan Zook 289 votes

55 Seat 3 Hal Lutz 289 votes

56 Seat 4 Anne Mize 288 votes

57 **C. Ballot Tabulation and Results**

58 Ms. Cerbone reported the following ballot tabulation, results and term lengths.

59 Seat 1 Ryan Zook 679 votes 4-year Term

60 Seat 3 Hal Lutz 679 votes 4-year Term

61 Seat 4 Anne Mize 677 votes 2-year Term

62

63 **FIFTH ORDER OF BUSINESS**

**Landowners' Questions/Comments**

64

65 There being no Landowners' comments or requests, the next item followed.

66

67 **SIXTH ORDER OF BUSINESS**

**Adjournment**

68

69 There being nothing further to discuss, the meeting adjourned at 11:33 a.m.

70  
71  
72  
73  
74  
75

---

Secretary/Assistant Secretary

---

Chair/Vice Chair

**BROOKSTONE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8B**

**DRAFT**

**MINUTES OF MEETING  
BROOKSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Brookstone Community Development District held a Regular Meeting on November 6, 2020 at 10:00 a.m., at the office of ZNS Engineering, 201 5<sup>th</sup> Avenue Dr. E., Bradenton, Florida 34208.

**Present were:**

Ryan Zook (via telephone)	Chair
John Snyder	Vice Chair
Anne Mize (via telephone)	Assistant Secretary
Hal Lutz	Assistant Secretary
Greg Mundell	Assistant Secretary

**Also present were:**

Cindy Cerbone (via telephone)	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Tucker Mackie (via telephone)	District Counsel
Deborah Sier (via telephone)	Hopping Green & Sams

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 10:12 a.m. Supervisors Snyder, Lutz and Mundell were present, in person. Supervisors Zook and Mize were attending via telephone.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Newly Elected Supervisors [SEATS 1, 3 & 4] (the following to be provided in a separate package)**

39 Mr. Rom stated the Oath of Office was administered to the returning Board Members  
40 prior to the meeting.

41 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

42 **B. Membership, Obligations and Responsibilities**

43 **C. Financial Disclosure Forms**

44 **I. Form 1: Statement of Financial Interests**

45 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

46 **III. Form 1F: Final Statement of Financial Interests**

47 **D. Form 8B: Memorandum of Voting Conflict**

48

49 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date**

50

51

52

53

54

55

56 Mr. Rom presented Resolution 2021-01 and recapped the Landowners' Election results  
57 as follows:

58       Seat 1       Ryan Zook                   390 votes                   Four-year Term

59       Seat 3       Hal Lutz                      390 votes                   Four-year Term

60       Seat 4       Anne Mize                    389 votes                   Two-year Term

61

**On MOTION by Mr. Snyder and seconded by Mr. Lutz, with all in favor, Resolution 2021-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.**

66

67

68 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Brookstone Community Development District, and Providing for an Effective Date**

69

70

71

72

73

74 Mr. Rom presented Resolution 2021-02. Mr. Snyder nominated the following slate of  
75 officers:

- 76 Chair Ryan Zook
- 77 Vice Chair John Snyder
- 78 Secretary Craig Wrathell
- 79 Assistant Secretary Hal Lutz
- 80 Assistant Secretary Greg Mundell
- 81 Assistant Secretary Anne Mize
- 82 Assistant Secretary Cindy Cerbone
- 83 Assistant Secretary Daniel Rom
- 84 Treasurer Craig Wrathell
- 85 Assistant Treasurer Jeff Pinder

86 No other nominations were made.

87

88 **On MOTION by Mr. Snyder and seconded by Mr. Mundell, with all in favor,**  
 89 **Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant**  
 90 **Secretaries, a Treasurer and an Assistant Treasurer of the Brookstone**  
 91 **Community Development District, as nominated, and Providing for an Effective**  
 92 **Date, was adopted.**

93

94

95 **SIXTH ORDER OF BUSINESS**

**Consideration of SFTEN, LLC, Special  
Warranty Deed for Phase 1, Bella Lago**

96

97

98 Ms. Mackie presented the SFTEN, LLC, Special Warranty Deed for Phase 1, Bella Lago,  
99 and discussed the related SFTEN, LLC, Access and Maintenance Easement Agreement for Phase

100 2.

101

102 **On MOTION by Mr. Mundell and seconded by Mr. Lutz, with all in favor, the**  
 103 **SFTEN, LLC, Special Warranty Deed for Phase 1, Bella Lago, was approved.**

104

105

106 SEVENTH ORDER OF BUSINESS Consideration of SFTEN, LLC, Access and  
 107 Maintenance Easement Agreement for  
 108 Phase 2  
 109  
 110

111 **On MOTION by Mr. Mundell and seconded by Mr. Snyder, with all in favor, the**  
 112 **SFTEN, LLC, Access and Maintenance Easement Agreement for Phase 2, was**  
 113 **approved.**

114  
 115  
 116 EIGHTH ORDER OF BUSINESS Acceptance of Unaudited Financial  
 117 Statements as of September 30, 2020  
 118

119 Mr. Rom presented the Unaudited Financial Statements as of September 30, 2020.  
 120

121 **On MOTION by Mr. Snyder and seconded by Mr. Lutz, with all in favor, the**  
 122 **Unaudited Financial Statements as of September 30, 2020, were accepted.**

123  
 124  
 125 NINTH ORDER OF BUSINESS Approval of August 7, 2020 Public Hearing  
 126 and Regular Meeting Minutes  
 127

128 Mr. Rom presented the August 7, 2020 Public Hearing and Regular Meeting Minutes.  
 129

130 **On MOTION by Mr. Mundell and seconded by Mr. Snyder, with all in favor, the**  
 131 **August 7, 2020 Public Hearing and Regular Meeting Minutes, as presented,**  
 132 **were approved.**

133  
 134  
 135 TENTH ORDER OF BUSINESS Staff Reports  
 136

137 **A. District Counsel: *Hopping Green & Sams, P.A.***  
 138 Ms. Mackie introduced her new colleague, Ms. Deborah Sier.

139 **B. District Engineer: *ZNS Engineering, L.C.***  
 140 There being no report, the next item followed.

141 **C. District Manager: *Wrathell, Hunt and Associates, LLC***  
 142 • **NEXT MEETING: December 4, 2020 at 10:00 a.m.**



143                   ○       **QUORUM CHECK**

144                   The December 4, 2020 meeting would be canceled if not necessary.

145

146   **ELEVENTH ORDER OF BUSINESS**                                   **Board Members' Comments/Requests**

147

148                   There being no Board Members' comments or requests, the next item followed.

149

150   **TWELFTH ORDER OF BUSINESS**                                   **Public Comments**

151

152                   There being no public comments, the next item followed.

153

154   **THIRTEENTH ORDER OF BUSINESS**                                   **Adjournment**

155

156                   There being nothing further to discuss, the meeting adjourned.

157

158                   **On MOTION by Mr. Mundell and seconded by Mr. Lutz, with all in favor, the**  
159                   **meeting adjourned at 10:19 a.m.**

160

161

162

163

164

165

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

166  
167  
168  
169  
170  
171

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Secretary/Assistant Secretary

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Chair/Vice Chair

**BROOKSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

**9B**

**BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE**

**LOCATION**

*ZNS Engineering, 201 5<sup>th</sup> Avenue Dr. E., Bradenton, Florida 34208*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 2, 2020 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>November 3, 2020</b>	<b>Landowners' Meeting</b>	<b>10:00 AM</b>
<b>November 6, 2020</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>December 4, 2020 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>January 8, 2021* CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>February 5, 2021 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>March 5, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>April 2, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>May 7, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>June 4, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>July 2, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>August 6, 2021</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>10:00 AM</b>
<b>September 3, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>

**\*Exception**

*January meeting is one week later to accommodate New Year's Day Holiday*