

***STONEYBROOK NORTH  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Regular Meeting***

***Date/Time:***

***Thursday, March 24, 2022  
9:00 A.M.***

***Location:***

***Hyatt Place – Ft. Myers at the Forum  
2600 Champion Ring Rd.  
Ft. Myers, Florida***

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

# Stoneybrook North Community Development District

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

---

Board of Supervisors  
Stoneybrook North Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Stoneybrook North Community Development District is scheduled for Wednesday, **March 24, 2022 at 9:00 A.M.** at the **Hyatt Place – Ft. Myers at the Forum, 2600 Champion Ring Rd, Ft. Myers, FL 33905**

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

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

Sincerely,

*Patricia Thibault*

Patricia Thibault  
District Manager  
813-564-7847

CC: Attorney  
Engineer  
District Records

**District:** STONEYBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT

**Date of Meeting:** Thursday, March 24, 2022

**Time:** 9:00 A.M.

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

**Dial In:** 301-715-8592  
**Meeting ID:** 854 2912 6012  
**Passcode:** 055345

## ***Agenda***

*For the full agenda packet, please contact: [patricia@breezehome.com](mailto:patricia@breezehome.com)*

**I. Roll Call**

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

**III. Business Items**

- |   |                  |
|---|------------------|
| A. Consideration of Form 8B – Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers                    | <b>Exhibit 1</b> |
| B. Consideration & Adoption of Resolution <b>2022-02, Appointing and Fixing Compensation for District Management</b>                  | <b>Exhibit 2</b> |
| C. Consideration & Adoption of <b>Resolution 2022-03, A Designation of Officers</b>   | <b>Exhibit 3</b> |
| D. Consideration & Adoption of <b>Resolution 2022-04, A Designation of Primary Administrative Office &amp; Principal Headquarters</b> | <b>Exhibit 4</b> |
| E. Consideration & Adoption of <b>Resolution 2022-05, A Designation of Authorized Bank Signatories</b>                                | <b>Exhibit 5</b> |

**IV. Staff Reports**

- A. District Manager
  - 1. Field Services Update
- B. District Attorney
- C. District Engineer

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

**VI. Supervisor Requests**

**VII. Adjournment**

**EXHIBIT 1.**

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

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

## WHO MUST FILE FORM 8B

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

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

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

\* \* \* \* \*

### ELECTED OFFICERS:

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

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

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

\* \* \* \* \*

### APPOINTED OFFICERS:

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

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

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

## APPOINTED OFFICERS (continued)

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

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

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

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, \_\_\_\_\_, hereby disclose that on \_\_\_\_\_, 20 \_\_\_\_ :

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

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

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

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

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Signature

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

**EXHIBIT 2.**

**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
STONEBROOK NORTH COMMUNITY DEVELOPMENT  
DISTRICT APPOINTING AND FIXING THE COMPENSATION OF  
THE DISTRICT MANAGER; AND PROVIDING AN EFFECTIVE  
DATE**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF STONEYBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT:**

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

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

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

**PASSED AND ADOPTED THIS 24TH DAY OF MARCH, 2022.**

**ATTEST:**

**STONEBROOK NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/ Vice Chair of the Board of Supervisors

**EXHIBIT “A”**

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

## **District Management Agreement**

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

1. **Core District Management Services:** Breeze will provide Core District Management Services ("CDMS") at a monthly fee of **\$2,050**. The CDMS shall include:
  - a. **Management Services** - Manage the District pursuant to Chapter 190 and related provisions of Florida Statutes; advise the Board on substantive, procedural and regulatory issues relating to District matters; and assist the Board with budget development and implementation with a monthly fee of **\$1,750.00**.
  - b. **Government & Trust Fund Accounting Services** - Produce financial statements; set up accounting system; implement government investment policy; prepare government mandated financial reports; coordinate with auditors on annual independent audits; perform all other government required financial functions pertaining to District administration, including assessment levy and collection and related financial matters.
  - c. **Records & Administrative** - Prepare legal notices, agendas, and meeting packets, prepare official minutes, organize, and archive official records; file appropriate records and reports with government agencies; process records requests and other communications. Monthly administrative fee of **\$300**.
2. **Construction Accounting Services:** Assist in the processing and tracking of construction requisitions and funding requests related to the capital project funds for the acquisition or construction of major infrastructure within the District with a monthly fee of **\$416.67**.
3. **Planning and Coordination Services:** Breeze will provide Planning and Coordination Services ("PCS") at a fee of \$3,000 per Board meeting until the first bond issuance. The month after the District's first bond issuances, Breeze will provide PCS at a fee of **\$3,000** per month. The PCS shall include governmental agency coordination services, construction and maintenance contract administration, review services, technical and engineering support services associated with forward planning and forward construction of the District infrastructure project.
4. **Out of Pocket Expenses:** The CDD shall reimburse Breeze for all out-of-pocket expenses reasonably incurred by Breeze for services related to this agreement.
5. **Fee Review:** On an annual basis as part of the budget adoption process, the District may adjust compensation in accordance with increasing scope of work considerations for the CDMS, PCS, or other services needed and fees will be assessed in accordance with the adopted budget.
6. **Indemnification:** Breeze shall indemnify and hold harmless the District from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including counsel fees and costs, incurred by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of any property, violations of law, or otherwise in connection with: (i) the negligent acts or omissions of Breeze or its related parties relating in any way to the performance or nonperformance, as the case may be, of the services in connection with this agreement or (ii) the failure by Breeze to comply with the requirements or provisions of this agreement. Subject to the limits in section 768.28, Florida Statutes, the District shall indemnify and hold harmless Breeze from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including

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

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

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

- 14. Public Records:** As required under Section 119.0701, Florida Statutes, Breeze shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Breeze does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Breeze upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF BREEZE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BREEZE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT \_\_\_\_\_, OR BY EMAIL AT \_\_\_\_\_, OR BY REGULAR MAIL AT \_\_\_\_\_.**

**To the District:**

**Stoneybrook North CDD**

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

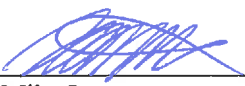
**To Breeze:**

**Artemis Connected, LLC d.b.a. Breeze**

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

Approved and Accepted by:

**Stoneybrook North Community Development District**

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

Approved and Accepted by:

**Artemis Connected, LLC d.b.a. Breeze**

By:   
Patricia Thibault, Director

**EXHIBIT 3.**

**RESOLUTION 2022-03**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF STONEYBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT:**

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

<u>Michael Lawson</u>	Chairman
<u>Doug Draper</u>	Vice - Chairman
<u>Patricia C. Thibault</u>	Secretary
<u>Patricia C. Thibault</u>	Treasurer
<u>Sonia Valentin</u>	Assistant Treasurer
<u>Lori Price</u>	Assistant Secretary
<u>Christie Ray</u>	Assistant Secretary
	Assistant Secretary
	Assistant Secretary

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

**PASSED AND ADOPTED THIS 24TH DAY OF MARCH, 2022.**

**ATTEST:**

## STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT

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

Print Name: \_\_\_\_\_  
Chair/ Vice Chair of the Board of Supervisors

**EXHIBIT 4.**

**RESOLUTION 2022-04**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEYBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT:**

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

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

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

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

**PASSED AND ADOPTED THIS 24TH DAY OF MARCH, 2022.**

**ATTEST:**

**STONEYBROOK NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/ Vice Chair of the Board of Supervisors

**EXHIBIT 5.**

**RESOLUTION 2022-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT  
DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE  
DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING  
FOR AN EFFECTIVE DATE**

**WHEREAS**, Stoneybrook North Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

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

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT:**

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

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

**PASSED AND ADOPTED THIS 24TH DAY OF MARCH, 2022.**

**ATTEST:**

**STONEBROOK NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/ Vice Chair to the Board of Supervisors