

BROOKSTONE

COMMUNITY DEVELOPMENT DISTRICT

May 6, 2022

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

April 29, 2022

<p>ATTENDEES: Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

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 May 6, 2022 at 11:00 a.m., at the office of ZNS Engineering, 201 5th Avenue Dr. E., Bradenton, Florida 34208. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2022-01, Designating a Registered Agent and Registered Office of the Brookstone Community Development District
4. Ratification of ZNS Engineering, L.C., Work Authorization No. 3, to Provide Supplemental Engineer's Report with Cost Estimate
5. Ratification of HGS Transition Letter
 - Kutak Rock LLP Retention and Fee Agreement
6. Update: Statutory Changes from 2021 Legislative Session
 - A. Prompt Payment Policies
 - Consideration of Resolution 2022-02, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
 - B. Wastewater and Stormwater Needs Analysis
 - I. Ratification of ZNS Engineering, L.C., Professional Services Agreement
 - II. Ratification of ZNS Engineering, L.C., Work Authorization Number 4
7. Presentation of Audited Financial Statements for Fiscal Year Ended September 30, 2021, Prepared by Carr, Riggs & Ingram, LLC
8. Consideration of Resolution 2022-03, Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2021

9. Ratification of Documents Related to Bella Lago Phase IIA-II
 - A. Affidavit by Developer - Completion of Work
 - B. Bill of Sale
10. Consideration of Bill of Sale – Bella Lago Phase 1 to Manatee County (*to be provided under separate cover*)
11. Ratification of Acceptance of Special Warranty Deed for Multiple Tracts
12. Consideration of Resolution 2022-04, Approving a Proposed Budget for Fiscal Year 2022/2023; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 170, 190 and 197, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date
13. Consideration of Resolution 2022-05, Designating a Date, Time and Location for a Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date
14. Consideration of Resolution 2022-06, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Manatee County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
15. Consideration of Resolution 2022-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
16. Acceptance of Unaudited Financial Statements as of March 31, 2022
17. Approval of August 6, 2021 Public Hearing and Regular Meeting Minutes
18. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *ZNS Engineering, L.C.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 385 Registered Voters in District as of April 15, 2022
 - NEXT MEETING: June 3, 2022 at 11:00 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

19. Board Members' Comments/Requests

20. Public Comments

21. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930.

Sincerely,



Daniel Rom
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 528 064 2804

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, Brookstone 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 Manatee County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Tucker F. Mackie of Kutak Rock LLP is hereby designated as the Registered Agent for the Brookstone Community Development District.

SECTION 2. The District’s Registered Office shall be located at the office of Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Manatee County and the Florida Department of Economic Opportunity.

SECTION 4. This Resolution shall become effective immediately upon adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED AND ADOPTED this 6th day of May, 2022.

ATTEST:

**BROOKSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

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Work Authorization

December 2, 2021

Brookstone Community Development District
Manatee County, Florida

Subject: **Work Authorization Number 3**

Brookstone Community Development District

Dear Chairman, Board of Supervisors:

ZNS Engineering, L.C., is pleased to submit this work authorization to provide engineering services for the Brookstone Community Development District. We will provide these services pursuant to our current agreement dated August 2, 2019 ("Engineering Agreement") as follows:

I. Scope of Work

Brookstone Community Development District will engage the services of ZNS Engineering, L.C., as Engineer to perform those services identified in the proposal attached hereto for the preparation of a Supplemental Engineer's Report with cost estimate for the remaining lands in Phase II (the "Proposal").

II. Fees

Brookstone Community Development District will compensate ZNS Engineering, L.C., a flat fee of Three Thousand Five Hundred Dollars (\$3,500.00) pursuant to the Proposal. The District will reimburse ZNS Engineering, L.C., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Brookstone Community Development District and ZNS Engineering, L.C., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering ZNS Engineering, L.C. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: 

Authorized Representative of
Brookstone Community
Development District



Date: 12/1/21

November 29, 2021

Board of Supervisors
Brookstone Community Development District
Manatee County, Florida

**RE: Phase II Brookstone CDD
Professional Services - Supplemental Engineer's Report with Cost Estimate
Manatee County, Florida**

Dear Chairman, Board of Supervisors:

ZNS Engineering, L.C. is pleased to provide you with our professional services contract for the Phase II Brookstone CDD project. The purpose of this document is to establish professional services and fees and to create contractual rights between Brookstone Community Development District (Client) and ZNS Engineering, L.C. (ZNS). Services rendered under this agreement shall be lump sum unless noted otherwise. The following is a breakdown of those Services and Fees:

TASK 1: GENERAL CONSULTING SERVICES

- A. Client Requested Services - Preparation of the Supplemental Engineer's Report with Cost Estimate for the remaining lands in Phase II of the Brookstone CDD.

PROFESSIONAL FEES

TASK 1: GENERAL CONSULTING SERVICES	\$ 3,500.00
TOTAL	\$ 3,500.00

Should the above proposal meet with your approval, please forward one executed copy to our office. This proposal becomes null and void if not executed within a period of Thirty (30) days. As always, we thank you for your business!

Respectfully submitted,
ZNS Engineering, L.C.



Nathan Kragt, P.E.
Senior Vice President

Accepted by:
Brookstone Community Development District



Signature

Ryan Zook/Chair

Printed Name/Title

Date

GENERAL CONDITIONS

Consulting and representation services to prepare the documents as outlined above are included in the base contract; however, survey re-stakes, revisions to plans after the initial submittals or reports per the clients request, special services, if required, for meetings, hearings, agreements, administrative services and/or coordination services requested by the Client, governmental agencies and/or project attorney will be provided based on a time and materials basis per ZNS rate schedule.

Invoices submitted monthly are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. The Client shall have fifteen (15) days to review and advise of any questions concerning each bill upon rendering of same, after which the bill shall be deemed approved and accepted.

In addition to all fees described herein, all invoices will be subject to a sales tax, if applicable by law.

The fees for all services which have not been completed within months of the date of this proposal will be subject to a cost of living increase.

All costs and fees as billed shall constitute a lien against the subject property, pursuant to Chapter 713, Florida Statutes (1988).

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by ZNS, the Client covenants and agrees that all such drawings and data are instruments of service of ZNS, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.

The Client and ZNS agree that any CADD files prepared by either party shall conform to AutoCAD 2014 DWG format. The electronic files submitted by ZNS to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to ZNS and will be corrected as part of the basic Scope of Services.

The client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against ZNS resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than ZNS.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than ZNS or from any reuse of the drawings and data without the prior written consent of ZNS.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by ZNS. ZNS makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

In the event legal action is necessary to enforce the payment provisions of this agreement, the engineer shall be entitled to collect from the client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the engineer in connection therewith and, in addition, the reasonable value of the engineer's time and expenses spent in connection with such collection action, computed at the engineer's prevailing fee schedule and expense policies.

If the client fails to make payments when due or otherwise is in breach of this agreement, the engineer may suspend performance of services upon five (5) calendar days notice to the client. The engineer shall have no liability whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this agreement by the client.

Should work under this agreement be suspended by the client for any reason, including breach of agreement, the client agrees to compensate ZNS for services performed to date on a time and material basis, utilizing ZNS then current rates. If the client fails to make payment to the engineer in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by the engineer.

RATE SCHEDULE

Principal or Senior Project Manager	\$172.00 per hour
Professional Engineer	\$165.00 per hour
Professional Land Surveyor or Land Planner	\$142.00 per hour
Professional Landscape Architect/Environmentalist	\$142.00 per hour
Professional Landscape Architect with GPS Equipment	\$147.00 per hour
Graduate Engineer or Senior Designer	\$128.00 per hour
Technician, Designer, or Field Representative	\$113.00 per hour
Technician with GPS Equipment	\$123.00 per hour
Drafter 1	\$113.00 per hour
Drafter 2	\$106.00 per hour
Drafter 3	\$ 85.00 per hour
Drafter 4	\$ 78.00 per hour
Drafter 5	\$ 70.00 per hour
Drafter 6	\$ 62.00 per hour
Survey Crew (Four Man Crew)	\$172.00 per hour
Survey Crew (Four Man Crew) with GPS or Robotic Equipment	\$184.00 per hour
Survey Crew (Three Man Crew)	\$145.00 per hour
Survey Crew (Three Man Crew) GPS or Robotic Equipment	\$162.00 per hour
Survey Crew (Two Man Crew)	\$137.00 per hour
Survey Crew (Two Man Crew) with GPS or Robotic Equipment	\$151.00 per hour
Administrative Assistant	\$ 56.00 per hour
Aide (Technical Secretary)	\$ 43.00 per hour

Plans, specifications, application reproduction required for submittals to governmental agencies as well as any survey monuments furnished by ZNS, as requested by the Client, will be charged as follows:

Plans, including submittals:	\$ 1.00 each
Color Rendering Prints (24" x 36")	
Glossy	\$ 30.00 each
Medium Grade	\$ 25.00 each
Color Prints (11" x 17")	
Glossy	\$ 5.00 each
Medium Grade	\$ 2.00 each
Color Prints (8 ½" x 11")	

Glossy	\$	2.00 each
Medium Grade	\$	1.00 each
Mylars:	\$	15.00 each
Photocopies (Specifications, etc.):	\$.25 each
Iron Pipe or Rebar (3/4" x 24"):	\$	2.50 each
Surveyors Certified Concrete Monument:	\$	20.00 each

Out-of-County travel, long-distance telephone calls, facsimile transmittals, special mailings (next day delivery), governmental maps, deeds, reductions, etc., and other out-of-pocket project expenses, will be billed at actual expense incurred. Submittal fees required by governmental agencies are the responsibility of the client, at the time of submittal.

Invoices will be sent monthly. Payment is due immediately upon receipt of invoice; however, there is an allowance for a 15-day grace period for the payment to be received, without adding interest or other penalties. If payment is received after the 15-day grace period, the amount due shall increase to reflect an additional one and one-half percent (1.5%) per month interest plus any attorney's fees required for collection whether action be brought or not.

This rate schedule is subject to change.

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

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Hopping Green & Sams

Attorneys and Counselors

October 15, 2021

VIA EMAIL

Daniel Rom
District Manager
Wrathell, Hunt and Associates, LLC
romd@whhassociates.com

RE: Brookstone Community Development District ("Client")

JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP

Dear Mr. Rom:

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client on the above referenced matter(s) (the "Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.



10/15/2021

**(Please sign if you want Alternative #1;
otherwise, do not sign on this line.)**

[DATE]

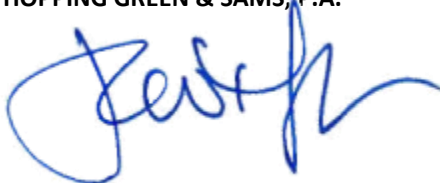
2. ALTERNATIVE #2. If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

(Please sign here if you have [DATE]
given instructions under Alternative
#2; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, MarkS@hgslaw.com, TuckerM@hgslaw.com, and KimH@hgslaw.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS, P.A.



By: Jonathan Johnson

Its: President

Date: October 15, 2021

cc: Ryan Zook (RAZook@drhorton.com)

**KUTAK ROCK LLP
FEE AGREEMENT FOR
BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT**

I. PARTIES

THIS FEE AGREEMENT ("Fee Agreement") is made and entered into by and between the following parties, and supersedes on a going forward basis any prior fee agreement between the parties:

A. Brookstone Community Development District ("Client")
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

B. Kutak Rock LLP ("KUTAK")
107 West College Avenue (32301)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

A. The Client agrees to employ and retain KUTAK as its attorney and legal representative for all legal matters involving the District.

B. KUTAK accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. FEES

The Client agrees to compensate KUTAK for services rendered regarding any matters covered by this Fee Agreement according to the hourly billing rates for individual KUTAK lawyers set forth herein, plus actual expenses incurred by KUTAK in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). For Calendar Year 2022, hourly rates will be \$285 per hour for shareholders, \$255 per hour associates, \$225 per hour for contract attorneys and \$180 per hour for paralegals. All hourly rates will be increased annually by \$10 per hour. To the extent that the District issues bonds during Calendar Year 2022, KUTAK will provide issuer's counsel services under a flat fee of \$37,000 per bond issuance. This flat fee will be increased annually by \$1,000 per year.

IV. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by KUTAK will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by KUTAK for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KUTAK may

confidentially destroy or shred the Client File, unless KUTAK is provided a written request from the Client requesting return of the Client File, to which KUTAK will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Fee Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business.

VII. EXECUTION OF FEE AGREEMENT

This Fee Agreement shall be deemed fully executed upon its signing by KUTAK and the Client. The contract formed between KUTAK and the Client shall be the operational contract between the parties.

VIII. ENTIRE CONTRACT

This Fee Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to by:

**BROOKSTONE COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

Tucker F. Mackie, Transition Partner

Its: _____

Date: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Fee Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.05 per page, which is less than actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the Client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The Client is responsible for notifying the firm of any particular billing arrangements or procedures which the Client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT**

6A

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the “Local Government Prompt Payment Act”) was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. See §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

VII. Resolution of Disputes

* * *

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District’s failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within

four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

34. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
45. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
56. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
67. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

X. Late Payment Interest Charges

* * *

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74(4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brookstone 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 Manatee County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of May, 2022.

ATTEST:

**BROOKSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

May 6, 2022

Brookstone Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Brookstone Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods, and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells, or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8016940724C-6. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 571-0010, email romd@whhassociates.com).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

- 1. Mailing and Drop Off Address**
Brookstone Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, #410W
Boca Raton, Florida 33431
- 2. Email Address**
brookstonecdd@districtap.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

- 1. Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider. If the costs of the third-party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT**

6B

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT**

6BI

February 28, 2022

Board of Supervisors
Brookstone Community Development District
Manatee County, Florida

**RE: Brookstone Community Development District
Professional Services - CDD Needs Analysis of Stormwater and Wastewater Facilities
Manatee County, Florida**

Dear Chairman, Board of Supervisors:

ZNS Engineering, L.C. is pleased to provide you with our professional services contract for the Brookstone CDD Needs Analysis Report. The purpose of this document is to establish professional services and fees and to create contractual rights between Brookstone Community Development District (Client) and ZNS Engineering, L.C. (ZNS). Services rendered under this agreement shall be lump sum unless noted otherwise. The following is a breakdown of those Services and Fees:

TASK 1: GENERAL CONSULTING SERVICES (Hourly, Not to Exceed)

- A. Prepare the Brookstone Community Development District Needs Analysis of Stormwater and Wastewater Facilities, as required by Chapter 2021-194, Sections 403.9301 and 403.9302, Laws of Florida, to include the following:

Wastewater Services

Section 403.9301, Florida Statutes, now requires that each county, municipality, or special district providing wastewater services is required to prepare a 20-year needs analysis. This would include those special districts owning, operating, and maintaining sanitary sewer facilities (pipes) and lift stations. By June 30, 2022, and every five (5) years thereafter, each county, municipality, or special district providing such services is required to develop a needs analysis for its jurisdiction for the subsequent twenty (20) years. The following information is required to be included, at a minimum, in that wastewater facilities needs analysis:

1. A detailed description of the facilities used to provide wastewater services;
2. The number or current and projected connections and residents served calculated in five (5) year increments;
3. The current and projected service area for wastewater services;
4. The current and projected cost of providing wastewater services calculated in five (5) year increments;
5. The estimated remaining useful life of each facility or its major components;

6. The most recent five (5) year history of annual contributions to, expenditures from, and balances of any capital account from maintenance or expansion of any facility or its major components; and
7. The local government's plan to fund the maintenance or expansion of any facility or its major components, which plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

Stormwater Management

Section 403.9302, Florida Statutes, requires each county, municipality, or special district providing a stormwater management program or stormwater management system to also create a 20-year needs analysis pertaining to its stormwater facilities. By June 30, 2022 and every five (5) years thereafter, each county, municipality, or special district operating and maintaining a stormwater management program or stormwater management system is required to develop a needs analysis for its jurisdiction for the subsequent twenty (20) years. The stormwater facilities needs analysis must include, at a minimum, the following:

1. A detailed description of the stormwater management program or stormwater management system and its facilities and projects;
2. The number of current and projected residents served calculated in five (5) year increments;
3. The current and projected service area for the stormwater management program or stormwater management system;
4. The current and projected cost of providing services calculated in five (5) year increments;
5. The estimated remaining useful life of each facility or its major components;
6. The most recent five (5) year history of annual contributions to, expenditures from, and balances of any capital account from maintenance or expansion of any facility or its major components; and
7. The local government's plan to fund the maintenance or expansion of any facility or its major components, including historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

PROFESSIONAL FEES

TASK 1: GENERAL CONSULTING SERVICES (Hourly, Not to Exceed)	\$ 20,000.00
TOTAL	\$ 20,000.00

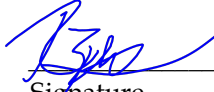
Should the above proposal meet with your approval, please forward one executed copy to our office. This proposal becomes null and void if not executed within a period of Thirty (30) days. As always, we thank you for your business!

Respectfully submitted,
ZNS Engineering, L.C.



Nathan Kragt, P.E.
Senior Vice President

Accepted by:
Brookstone Community Development District



Signature
Ryan Zook/Chair

Printed Name/Title

Date

GENERAL CONDITIONS

Consulting and representation services to prepare the documents as outlined above are included in the base contract; however, survey re-stakes, revisions to plans after the initial submittals or reports per the clients request, permit deviation responses, special services, if required, for meetings, hearings, agreements, administrative services and/or coordination services requested by the Client, governmental agencies and/or project attorney will be provided based on a time and materials basis per ZNS rate schedule.

Invoices submitted monthly are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. The Client shall have fifteen (15) days to review and advise of any questions concerning each bill upon rendering of same, after which the bill shall be deemed approved and accepted.

In addition to all fees described herein, all invoices will be subject to a sales tax, if applicable by law.

The fees for all services which have not been completed within months of the date of this proposal will be subject to a cost of living increase.

All costs and fees as billed shall constitute a lien against the subject property, pursuant to Chapter 713, Florida Statutes (1988).

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by ZNS, the Client covenants and agrees that all such drawings and data are instruments of service of ZNS, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.

The Client and ZNS agree that any CADD files prepared by either party shall conform to AutoCAD 2014 DWG format. The electronic files submitted by ZNS to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to ZNS and will be corrected as part of the basic Scope of Services.

The client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against ZNS resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than ZNS.

The client further agrees, to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than ZNS or from any reuse of the drawings and data without the prior written consent of ZNS.

In addition, the Client agrees that any work related to assisting the client in the bid process is not guaranteed to be free of error therefore it's the client's responsibility to review with contractors all bid docs in order to verify they are accurate. Furthermore, the client agrees to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any inaccuracies or wording from any bid documents including but not limited to Contract Docs, Specifications, Schedules of Values etc.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by ZNS. ZNS makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

In the event legal action is necessary to enforce the payment provisions of this agreement, the engineer shall be entitled to collect from the client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the engineer in connection therewith and, in addition, the reasonable value of the engineer's time and expenses spent in connection with such collection action, computed at the engineer's prevailing fee schedule and expense policies.

If the client fails to make payments when due or otherwise is in breach of this agreement, the engineer may suspend performance of services upon five (5) calendar days' notice to the client. The engineer shall have no liability whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this agreement by the client.

Should work under this agreement be suspended by the client for any reason, including breach of agreement, the client agrees to compensate ZNS for services performed to date on a time and material basis, utilizing ZNS then current rates. If the client fails to make payment to the engineer in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by the engineer.

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT**

6B11

Work Authorization

_____, 2021

Brookstone Community Development District
Manatee County, Florida

Subject: **Work Authorization Number 4**

Brookstone Community Development District

Dear Chairman, Board of Supervisors:

ZNS Engineering, L.C., is pleased to submit this work authorization to provide engineering services for the Brookstone Community Development District. We will provide these services pursuant to our current agreement dated August 2, 2019 (“Engineering Agreement”) as follows:

I. Scope of Work

Brookstone Community Development District will engage the services of ZNS Engineering, L.C., as Engineer to perform those services identified in the proposal attached hereto for the preparation of a CDD Needs Analysis of Stormwater and Wastewater Facilities Report as required in Chapter 2021-194, Laws of Florida.

II. Fees

Brookstone Community Development District will compensate ZNS Engineering, L.C., an hourly, Not to Exceed fee of Twenty Thousand Dollars (\$20,000.00) pursuant to the Proposal. The District will reimburse ZNS Engineering, L.C., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Brookstone Community Development District and ZNS Engineering, L.C., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering ZNS Engineering, L.C. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: 

Authorized Representative of
Brookstone Community
Development District



Date: 2/28/22

RATE SCHEDULE

Principal or Senior Project Manager	\$172.00 per hour
Professional Engineer	\$165.00 per hour
Professional Land Surveyor or Land Planner	\$142.00 per hour
Professional Landscape Architect/Environmentalist	\$142.00 per hour
Professional Landscape Architect with GPS Equipment	\$147.00 per hour
Graduate Engineer or Senior Designer	\$128.00 per hour
Technician, Designer, or Field Representative	\$113.00 per hour
Technician with GPS Equipment	\$123.00 per hour
Drafter 1	\$113.00 per hour
Drafter 2	\$106.00 per hour
Drafter 3	\$ 85.00 per hour
Drafter 4	\$ 78.00 per hour
Drafter 5	\$ 70.00 per hour
Drafter 6	\$ 62.00 per hour
Survey Crew (Four Man Crew)	\$172.00 per hour
Survey Crew (Four Man Crew) with GPS or Robotic Equipment	\$184.00 per hour
Survey Crew (Three Man Crew)	\$145.00 per hour
Survey Crew (Three Man Crew) GPS or Robotic Equipment	\$162.00 per hour
Survey Crew (Two Man Crew)	\$137.00 per hour
Survey Crew (Two Man Crew) with GPS or Robotic Equipment	\$151.00 per hour
Administrative Assistant	\$ 56.00 per hour
Aide (Technical Secretary)	\$ 43.00 per hour

Plans, specifications, application reproduction required for submittals to governmental agencies as well as any survey monuments furnished by ZNS, as requested by the Client, will be charged as follows:

Plans, including submittals:	\$ 1.00 each
Color Rendering Prints (24" x 36")	
Glossy	\$ 30.00 each
Medium Grade	\$ 25.00 each
Color Prints (11" x 17")	
Glossy	\$ 5.00 each
Medium Grade	\$ 2.00 each
Color Prints (8 1/2" x 11")	

Glossy	\$	2.00 each
Medium Grade	\$	1.00 each
Mylars:	\$	15.00 each
Photocopies (Specifications, etc.):	\$.25 each
Iron Pipe or Rebar (3/4" x 24"):	\$	2.50 each
Surveyors Certified Concrete Monument:	\$	20.00 each

Out-of-County travel, long-distance telephone calls, facsimile transmittals, special mailings (next day delivery), governmental maps, deeds, reductions, etc., and other out-of-pocket project expenses, will be billed at actual expense incurred. Submittal fees required by governmental agencies are the responsibility of the client, at the time of submittal.

Invoices will be sent monthly. Payment is due immediately upon receipt of invoice; however, there is an allowance for a 15-day grace period for the payment to be received, without adding interest or other penalties. If payment is received after the 15-day grace period, the amount due shall increase to reflect an additional one and one-half percent (1.5%) per month interest plus any attorney's fees required for collection whether action be brought or not.

This rate schedule is subject to change.

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

7



**Brookstone Community
Development District**

FINANCIAL STATEMENTS

September 30, 2021

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Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors
Brookstone Community Development District
Manatee County, Florida

(850) 837-3141
(850) 654-4619 (fax)
CRlcpa.com

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Brookstone Community Development District (hereinafter referred to as "District"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 10, 2022, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 10, 2022

Management's Discussion And Analysis

Brookstone Community Development District Management's Discussion and Analysis

Our discussion and analysis of the Brookstone Community Development District's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2021. Please read it in conjunction with the District's financial statements, which begin on page 8.

FINANCIAL HIGHLIGHTS

- At September 30, 2021, the assets of the District exceeded its liabilities by approximately \$554,000.
- During the fiscal year ended September 30, 2021, the District incurred interest expenditures totaling approximately \$595,000, and repaid \$165,000 of outstanding long-term principal.

USING THE ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities on pages 8 – 9 provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 10. For governmental activities, these statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

Reporting the District as a Whole

Our analysis of the District as a whole begins on page 4. One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and related changes during the current year. You can think of the District's net position – the difference between assets and liabilities – as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position is one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors; however, such as changes in the District's assessment base and the condition of the District's infrastructure, to assess the overall health of the District.

Brookstone Community Development District Management's Discussion and Analysis

Reporting the District's Most Significant Funds

Our analysis of the District's major funds begins on page 5. The fund financial statements begin on page 10 and provide detailed information about the most significant funds – not the District as a whole. Some funds are required to be established by State law and by bond covenants. All of the District's funds are governmental fund-types.

- *Governmental funds* – All of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

THE DISTRICT AS A WHOLE

The following table reflects the condensed Statement of Net Position and is compared to the prior year.

<i>September 30,</i>	2021	2020	Change
Assets			
Current and other assets	\$ 1,446,959	\$ 1,483,775	\$ (36,816)
Capital assets, net	11,028,989	11,028,989	-
Total assets	\$ 12,475,948	\$ 12,512,764	\$ (36,816)
Liabilities			
Current liabilities	\$ 456,702	\$ 410,198	\$ 46,504
Other liabilities	11,465,000	11,675,000	(210,000)
Total liabilities	11,921,702	12,085,198	(163,496)
Net position			
Net investment in capital assets	160,427	(4,573)	165,000
Restricted for:			
Debt service	350,494	397,250	(46,756)
Unrestricted	43,325	34,889	8,436
Total net position (deficit)	554,246	427,566	126,680
Total liabilities and net position	\$ 12,475,948	\$ 12,512,764	\$ (36,816)

For more detailed information, see the accompanying Statement of Net Position.

Brookstone Community Development District Management's Discussion and Analysis

During the fiscal year ended September 30, 2021, total liabilities decreased by approximately \$163,000, while total assets did not change significantly from the prior fiscal year. The decrease in liabilities is primarily due to principal payments made on the Series 2018 Bonds during the current year.

The following schedule compares the Statement of Activities for the current and previous fiscal year.

<i>For the year ended September 30,</i>	2021	2020	Change
Revenue:			
Program revenue:			
Charges for services	\$ 813,079	\$ 1,045,003	\$ (231,924)
Grants and contributions	74	623,164	(623,090)
Total revenue	813,153	1,668,167	(855,014)
Expenses:			
General government	94,544	84,176	10,368
Interest	591,929	665,989	(74,060)
Total expenses	686,473	750,165	(63,692)
Change in net position	126,680	918,002	(791,322)
Net position (deficit), beginning of year	427,566	(490,436)	918,002
Net position, end of year	\$ 554,246	\$ 427,566	\$ 126,680

For more detailed information, see the accompanying Statement of Activities.

During the fiscal year ended September 30, 2021, total revenue and expenses decreased by approximately \$855,000 and \$64,000, respectively, from the prior fiscal year. The decrease in revenue is primarily due to prepayment revenue received from the Developer upon the closing of certain lots during the prior year. The decrease in expenses is primarily due to decreased interest expenses as scheduled payments and prepayments were made on long-term debt. The overall result was a \$126,680 increase in net position for fiscal year 2021.

THE DISTRICT'S FUNDS

As the District completed the year, its governmental funds (as presented in the balance sheet on page 10) reported a combined fund balance of approximately \$1.4 million, which is a decrease from last year's balance that totaled approximately \$1.5 million. Significant transactions are discussed below.

Brookstone Community Development District Management's Discussion and Analysis

- During the fiscal year ended September 30, 2021, the District incurred interest expenditures totaling approximately \$595,000 and repaid \$165,000 of outstanding long-term principal.

The overall decrease in fund balance for the year ended September 30, 2021 totaled approximately \$41,000.

GOVERNMENTAL FUNDS BUDGETARY HIGHLIGHTS

An Operating budget was established by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown at page 23.

The District experienced a favorable variance in revenue and expenditures in the amount of \$38 and \$8,398, respectively, compared to the budget. The variance in expenditures occurred primarily because the District incurred fewer general government expenditures than anticipated.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2021, the District had approximately \$11 million invested in capital assets. This amount did not change from the fiscal year 2020 total. A listing of capital assets by major category for the current and prior year is as follows:

<i>September 30,</i>	2021	2020	Change
Capital assets not being depreciated	\$ 11,028,989	\$ 11,028,989	\$ -

More information about the District's capital assets is presented in Note 4 to the financial statements.

Debt

At September 30, 2021, the District had approximately \$11.7 million of bonds outstanding. This amount represents a decrease of \$165,000 from the fiscal year 2020 total. A listing of debt amounts outstanding for the current and prior year is as follows:

<i>September 30,</i>	2021	2020	Change
Series 2018 bonds	\$ 11,670,000	\$ 11,835,000	\$ (165,000)

More information about the District's long-term debt is presented in Note 5 to the financial statements.

Brookstone Community Development District Management's Discussion and Analysis

FUTURE FINANCIAL FACTORS

Brookstone Community Development District is an independent special district that operates under the provisions of Chapter 190, Florida Statutes. The District operates under an elected Board of Supervisors, which establishes policy and sets assessment rates. Assessment rates for fiscal year 2022 were established to provide for the operations of the District as well as the necessary debt service requirements.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. If you have questions about this report or need additional financial information, contact the Brookstone Community Development District's management company, Wrathell, Hunt & Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Basic Financial Statements

**Brookstone Community Development District
Statement of Net Position**

<i>September 30,</i>	2021
	Governmental Activities
Assets	
Cash and cash equivalents	\$ 43,607
Investments	1,260,890
Assessments receivable	2,737
Due from developer	139,725
Capital assets:	
Not being depreciated	11,028,989
Total assets	12,475,948
Liabilities	
Accounts payable	5,319
Accrued interest payable	246,383
Non-current liabilities:	
Due within one year	205,000
Due in more than one year	11,465,000
Total liabilities	11,921,702
Net position	
Net investment in capital assets	160,427
Restricted for:	
Debt service	350,494
Unrestricted	43,325
Total net position	\$ 554,246

The accompanying notes are an integral part of these financial statements.

Brookstone Community Development District
Statement of Activities

For the year ended September 30,

2021

Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Program Revenue	Net (Expense) Revenue and Changes in Net Position
Primary government:					
Governmental activities:					
General government	\$ (94,544)	\$ 92,714	\$ -	\$ -	\$ (1,830)
Interest	(591,929)	720,365	74	74	128,510
Total governmental activities	\$ (686,473)	\$ 813,079	\$ 74	74	126,680
Change in net position					126,680
Net position - beginning of year					427,566
Net position - end of year					\$ 554,246

The accompanying notes are an integral part of these financial statements.

**Brookstone Community Development District
Balance Sheet – Governmental Funds**

<i>September 30,</i>	2021		
	General	Debt Service	Total Governmental Funds
Assets			
Cash and cash equivalents	\$ 43,607	\$ -	\$ 43,607
Investments	-	1,260,890	1,260,890
Assessments receivable	294	2,443	2,737
Due from developer	4,743	134,982	139,725
Total assets	\$ 48,644	\$ 1,398,315	\$ 1,446,959
Liabilities and Fund Balances			
Liabilities			
Accounts payable	\$ 5,319	\$ -	\$ 5,319
Total liabilities	5,319	-	5,319
Fund balances			
Restricted for debt service	-	1,398,315	1,398,315
Unassigned	43,325	-	43,325
Total fund balances	43,325	1,398,315	1,441,640
Total liabilities and fund balances	\$ 48,644	\$ 1,398,315	\$ 1,446,959

The accompanying notes are an integral part of these financial statements.

**Brookstone Community Development District
Reconciliation of the Balance Sheet of Governmental Funds to the Statement
of Net Position**

<i>September 30,</i>	2021
Total fund balances, governmental funds	\$ 1,441,640
Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund level statements.	11,028,989
Liabilities not due and payable from current resources, including accrued interest, are not reported in the fund level statements.	(11,916,383)
Total net position - governmental activities	\$ 554,246

The accompanying notes are an integral part of these financial statements.

**Brookstone Community Development District
Statement of Revenue, Expenditures and Changes in Fund Balances –
Governmental Funds**

For the year ended September 30,

2021

	General	Debt Service	Total Governmental Funds
Revenue			
Assessments	\$ 92,714	\$ 720,365	\$ 813,079
Interest	-	74	74
Total revenue	92,714	720,439	813,153
Expenditures			
Current:			
General government	84,278	10,266	94,544
Debt service:			
Principal	-	165,000	165,000
Interest	-	594,664	594,664
Total expenditures	84,278	769,930	854,208
Excess (deficit) of revenue over expenditures	8,436	(49,491)	(41,055)
Fund balances, beginning of year	34,889	1,447,806	1,482,695
Fund balances, end of year	\$ 43,325	\$ 1,398,315	\$ 1,441,640

The accompanying notes are an integral part of these financial statements.

Brookstone Community Development District
Reconciliation of the Statement of Revenue, Expenditures and Changes in Fund
Balances of Governmental Funds to the Statement of Activities

<i>For the year ended September 30,</i>	2021
Net change in fund balances - governmental funds	\$ (41,055)
Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.	165,000
The change in accrued interest between the current and prior year is recorded on the Statement of Activities but not on the fund financial statements.	2,735
Change in net position of governmental activities	\$ 126,680

The accompanying notes are an integral part of these financial statements.

Brookstone Community Development District Notes to Financial Statements

NOTE 1: NATURE OF ORGANIZATION

The Brookstone Community Development District (the "District") was established on January 26, 2016 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by Manatee County Ordinance No. 16-04. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by a Board of Supervisors ("Board"), which is comprised of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. All five of the Supervisors are currently affiliated with the Subsequent Developer of the community (see Note 9). The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth by Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB). Based on the foregoing criteria, no potential component units were found.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to GAAP as applicable to governments in accordance with those promulgated by GASB. The following is a summary of the more significant policies:

Government-wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

Brookstone Community Development District Notes to Financial Statements

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all the non-fiduciary activities of the primary government. Governmental activities, which normally are supported by assessments, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The business-type activities are reported separately in government-wide financial statements; however, at September 30, 2021, the District did not have any significant business-type activities. Therefore, no business-type activities are reported. Assessments and other items not properly included as program revenues (i.e., charges to customers or applicants who purchase, use, or directly benefit from goods or services) are reported as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Basis of Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and other similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments along with operation and maintenance assessments, are non-ad valorem special assessments imposed on all lands located within the District and benefited by the District's activities, operation and maintenance. Assessments are levied and certified for collection by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. Operation and maintenance special assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District.

Brookstone Community Development District Notes to Financial Statements

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

General Fund – The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in other funds.

Debt Service Fund – The Debt Service Fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

For the year ended September 30, 2021, the District does not report any proprietary funds. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed. When committed, assigned, or unassigned resources are available for use in the governmental fund financial statements, it is the government's policy to use committed resources first, followed by assigned resources, then unassigned resources as needed.

Cash, Deposits and Investments

The District maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all the District's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, *Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3)*.

The District is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others direct obligations of the U.S. Treasury; the Local Government Surplus Trust Funds as created by Section 218.405, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

Brookstone Community Development District Notes to Financial Statements

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimates

The preparation of U.S. GAAP financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Capital Assets

Capital assets, which include primarily infrastructure assets (e.g., roads, sidewalks, water management systems and similar items), are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial/individual cost of more than \$5,000 and an estimated useful life in excess of 2 years. Such assets are recorded at historical cost and estimated historical cost if purchased or constructed. Donated assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the primary government, once placed into service, will be depreciated using the straight-line method over the estimated useful lives.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line or effective interest method. Bonds payable are reported net of these premiums or discounts. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as current period expenses.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of the debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Brookstone Community Development District Notes to Financial Statements

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position and Balance Sheet – Governmental Funds will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any of this type of item at September 30, 2021.

In addition to liabilities, the Statement of Net Position and Balance Sheet – Governmental Funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District does not have any of this type of item at September 30, 2021.

Fund Equity

Net position in the government-wide financial statements represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources and is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents assets related to infrastructure and property, plant and equipment, net of any related debt. Restricted net position represents the assets restricted by the District's bond covenants.

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned, or unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the District board through approval of resolutions. Assigned fund balance is a limitation imposed by a designee of the District board. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories. Negative unassigned fund balance in other governmental funds represents excess expenditures incurred over the amounts restricted, committed, or assigned to those purposes.

Budgets

The District is required to establish a budgetary system and an approved annual budget. Annual budgets are legally adopted on a basis consistent with GAAP for the General Fund. Any revision to the budget must be approved by the District Board. The budgets are compared to actual expenditures. In instances where budget appropriations and estimated revenues have been revised during the year, budget data presented in the financial statements represent final authorization amounts.

Brookstone Community Development District Notes to Financial Statements

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- A. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- B. A public hearing is conducted to obtain comments.
- C. Prior to October 1, the budget is legally adopted by the District Board.
- D. All budget changes must be approved by the District Board.
- E. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

NOTE 3: INVESTMENTS

All investments held at September 30, 2021 consist of money market funds in which shares are owned in the fund rather than the underlying investments. In accordance with GASB 72, *Fair Value Measurement and Application*, these amounts are reported at amortized cost.

The following is a summary of the District's investments:

<u>September 30,</u>	<u>2021</u>	<u>Credit Risk</u>	<u>Maturities</u>
<u>Short-term Money Market Funds</u>	<u>\$ 1,260,890</u>	S&P AAAM	14 days

Concentration risk – The District’s investment policy requires diversification, but does not specify limits on types of investments.

Custodial credit risk – For an investment, custodial credit risk is the risk that the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. At September 30, 2021, none of the investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Interest rate risk – The District does not have a formal policy for addressing interest rate risk; however, investments are made with discretion, to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The District manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield amounts.

Brookstone Community Development District Notes to Financial Statements

NOTE 4: CAPITAL ASSETS

The District issued the Series 2018 Bonds during fiscal year 2018 to fund a portion of the 2018 Project. The 2018 Project (Phase I) is estimated to cost approximately \$23.1 million, of which approximately \$12.4 million will be funded by the Series 2018 Bonds. The Developer will fund the remaining portion of the 2018 Project. It is anticipated that additional bonds will be issued to finance the acquisition and/or construction of infrastructure associated with the remaining lands in the District (Phase II), which are not currently being developed.

The following is a summary of changes in the capital assets for the year ended September 30, 2021.

	Beginning Balance	Additions	Disposals	Ending Balance
Governmental Activities:				
<i>Capital assets not being depreciated</i>				
Infrastructure under construction	\$ 11,028,989	\$ -	\$ -	\$ 11,028,989

NOTE 5: BONDS PAYABLE

On February 8, 2018, the District issued \$14,300,000 of Special Assessment Revenue Bonds, Series 2018 consisting of \$1,225,000 2018 Term Bonds due November 1, 2023 with a fixed interest rate of 3.875%, \$1,505,000 2018 Term Bonds due November 1, 2028 with a fixed interest rate of 4.625%, \$4,355,000 2018 Term Bonds due May 1, 2038 with a fixed interest rate of 5.125%, and \$7,215,000 2018 Term Bonds due May 1, 2048 with a fixed interest rate of 5.25%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2018 Bonds is to be paid serially commencing November 1, 2019 through November 1, 2048. The Series 2018 Bonds are subject to optional redemption beginning November 1, 2031 and to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occur as outlined in the Bond Indenture.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for infrastructure improvements and the procedure to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the debt service reserve requirement. The District is in compliance with the requirements of the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in the reserve account to meet the debt service reserve requirement as defined in the Indenture. The requirement has been met for the fiscal year ended September 30, 2021.

Brookstone Community Development District
Notes to Financial Statements

NOTE 5: BONDS PAYABLE (Continued)

Long-term liability activity for the year ended September 30, 2021, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<i>Governmental Activities</i>					
Bonds Payable:					
Series 2018	\$ 11,835,000	\$ -	\$ (165,000)	\$ 11,670,000	\$ 205,000

At September 30, 2021, the scheduled debt service requirements on long-term debt were as follows:

<i>For the year ending September 30,</i>	Principal	Interest	Total Debt Service
2022	\$ 205,000	\$ 587,347	\$ 792,347
2023	215,000	579,209	794,209
2024	225,000	570,684	795,684
2025	230,000	561,006	791,006
2026	240,000	550,138	790,138
2027-2031	1,390,000	2,565,063	3,955,063
2032-2036	1,770,000	2,168,813	3,938,813
2037-2041	2,285,000	1,651,125	3,936,125
2042-2046	2,945,000	970,594	3,915,594
2047-2049	2,165,000	174,431	2,339,431
	\$ 11,670,000	\$ 10,378,410	\$ 22,048,410

NOTE 6: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District maintains commercial insurance coverage to mitigate the risk of loss. Coverage may not extend to all situations. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. There have been no settled claims since the District was established.

NOTE 7: MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

Brookstone Community Development District Notes to Financial Statements

NOTE 8: RELATED PARTY TRANSACTIONS

A significant portion of the District's activity is dependent upon the continued involvement of the Subsequent Developer, DR Horton, the loss of significant involvement could have a material adverse effect on the District's operations.

For the year ended September 30, 2021, the Developer was assessed \$41,566 and \$295,274 for operations and maintenance and debt service, respectively. At September 30, 2021, \$139,725 of these off-roll assessments had not been collected and were included in Due from developer on the accompanying Statement of Net Position and Balance Sheet - Governmental Funds. These outstanding amounts were collected in October 2021. In addition, the District owed the Previous Developer \$5,649 as of fiscal year end related to an overpayment of fiscal year 2019 expenditures, which is netted against Due from developer on the accompanying Statement of Net Position and Balance Sheet – Governmental Funds.

NOTE 9: COMMITMENTS

In November 2017, the District entered into an interlocal agreement with Fieldstone Community Development District ("Fieldstone"), an adjoining district, related to roadway and utility improvements that will benefit both districts. In January 2018, the agreement was amended to clarify that the District's proportionate share of these improvement costs will not exceed \$2.5 million.

**Required Supplemental Information
(Other Than MD&A)**

**Brookstone Community Development District
Budget to Actual Comparison Schedule – General Fund**

For the year ended September 30,

	2021		
	Original and Final Budget	Actual Amounts	Variance with Final Budget
Revenue			
Assessments	\$ 92,676	\$ 92,714	\$ 38
Total revenue	92,676	92,714	38
Expenditures			
General government	92,676	84,278	8,398
Total expenditures	92,676	84,278	8,398
Excess of revenue over expenditures	\$ -	\$ 8,436	\$ 8,436



Carr, Riggs & Ingram, LLC
Certified Public Accountants
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Brookstone Community Development District
Manatee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Brookstone Community Development District (hereinafter referred to as the "District"), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated February 10, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 10, 2022

MANAGEMENT LETTER

(850) 837-3141
(850) 654-4619 (fax)
CRlcpa.com

To the Board of Supervisors
Brookstone Community Development District
Manatee County, Florida

Report on the Financial Statements

We have audited the financial statements of the Brookstone Community Development District ("District") as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated February 10, 2022.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountants' Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those report, which are dated February 10, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Brookstone Community Development District reported:

- a. The total number of district employees compensated in the last pay period of the District's fiscal year as 0.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as 0.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$0.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$0.
- e. The District does not have any construction projects with a total cost of at least \$65,000 that are scheduled to begin on or after October 1 of the fiscal year being reported.
- f. The District did not amend its final adopted budget under Section 189.016(6), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Brookstone Community Development District reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the District range from \$1,468 to \$1,890 per residential unit.

- b. The total amount of special assessments collected by or on behalf of the District as \$813,079.
- c. The total amount of outstanding bonds issued by the district as \$11,670,000.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 10, 2022



Carr, Riggs & Ingram, LLC
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INDEPENDENT ACCOUNTANTS' REPORT

To the Board of Supervisors
Brookstone Community Development District
Manatee County, Florida

We have examined Brookstone Community Development District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2021. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and performed the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
February 10, 2022

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2022-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT HEREBY
ACCEPTING THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL
YEAR ENDED SEPTEMBER 30, 2021**

WHEREAS, the District's Auditor, Carr, Riggs & Ingram, LLC, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Statements for Fiscal Year 2021;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT;**

1. The Audited Financial Statements for Fiscal Year 2021, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2021, for the period ending September 30, 2021; and

2. A verified copy of said Audited Financial Statements for Fiscal Year 2021 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 6th day of May, 2022.

**BROOKSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT**

9A

AFFIDAVIT BY DEVELOPER

STATE OF FLORIDA
COUNTY OF MANATEE

I, John Snyder, having been first duly sworn, do now depose and say that all persons, firms and corporations who have furnished services, labor or materials as of this date for the BELLA LAGO PHASES IIA-II project, have fully completed their respective work and that there are no bills for labor, materials or applications in connection with such construction which have not been paid.

SFTEN, LLC



John Snyder
West Florida Vice President of Land

NOTARY ACKNOWLEDGMENT

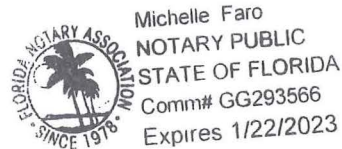
STATE OF FLORIDA
COUNTY OF ~~MANATEE~~
HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of February, 2022, by John Snyder, as West Florida Vice President of Land of SFTEN, LLC, on behalf of the company, who is personally known to me or ~~who has produced~~ _____ as identification.

SEAL

Michelle Faro

Notary Public
My Commission Expires: 01.22.23
Commission No.: GG293564



**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT**

9B

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that SFTEN, LLC, a Delaware limited liability company, whose address is 12602 Telecom Drive, Tampa, FL 33637 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT, whose address is 12051 Corporate Blvd., Orlando, FL 32817 (hereinafter referred to as CDD) has granted, bargained, sold, transferred, conveyed and delivered to the CDD, its executors, administrators, successors and assigns forever, the following:

a Tract or parcel of land situate in the state of Florida, county of Manatee, lying in Sections 16 & 17, Township 33S, Range 19E, also known as **“BELLA LAGO PHASE IIA-II”**

1. All wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, including but not limited to 2,310 LF 8” PVC and 10 manholes, located within or upon that certain real property owned by the SELLER and described below; and

2. All potable water lines, pipes, valves, laterals, tees, bends, joints, facilities, equipment and appurtenances thereto, including but not limited to 1,180 LF 10” PVC WM, 1,220 LF 8” PVC WM, 40 LF 10” HDPE WM, and 2 hydrants, located within or upon that certain real property owned by the SELLER and described below; and

3. All storm pipes, manholes, junction boxes, grates, inlets, weirs, outfalls end sections and appurtenances thereto, including but not limited to 315 LF 18 RCP, 1,185 LF 24” RCP, located within or upon that certain real property owned by SELLER and described below; and

4. Public roadways, including, but not limited to 1,075 SY Type SP 9.5 Asphalt located within or upon that certain real property owned by the SELLER and described below:

All on the property described in Exhibit “A”, attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

TO HAVE AND TO HOLD the same unto the CDD, its executors, administrators, successors and assigns forever. The CDD shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the CDD and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property;

and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 1st day of FEBRUARY, 2022.

Signed, sealed and delivered in the presence of Witnesses:

SFTEN, LLC
a Delaware limited liability company

By: [Signature]
John Snyder
as West Florida Vice President of Land

[Signature]
Print name: Ryan Zed

[Signature]
Print name: Shelby Anderson

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1st day of February, 2022, by John Snyder, as West Florida Vice President of Land of SFTEN, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or ~~has produced~~ _____ as identification.

[Signature]
NOTARY PUBLIC Signature
Michelle Faro
Printed Name



Exhibit "A"

Legal Description

TRACT 900 AND A PORTION OF TRACT 902 OF BELLA LAGO PHASE I AS RECORDED IN PLAT BOOK 66, PAGES 172 AND 174 OF THE MANATEE COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT 900 OF BELLA LAGO PHASE I AS RECORDED IN PLAT BOOK 66, PAGE 172 ALSO BEING A POINT ALONG THE WESTERLY RIGHT OF WAY OF US HIGHWAY 301; THENCE S 36°06'03" W ALONG SAID RIGHT OF WAY AND TRACT 900, A DISTANCE OF 4211.44 FEET TO A POINT ALONG SAID RIGHT OF WAY AND INTERSECTION WITH TRACT 902 OF BELLA LAGO PHASE I AS RECORDED IN PLAT BOOK 66, PAGE 174; THENCE N 8°41'35" W, 47.59 FEET; THENCE N 19°13'57" W, A DISTANCE OF 18.42 FEET; THENCE N 46°10'10" W, 39.98 FEET; N 75°48'57" W, A DISTANCE OF 14.95 FEET; THENCE N 54°40'59" W, A DISTANCE OF 23.53 FEET; THENCE S 88°01'31" W, A DISTANCE OF 11.90 FEET; THENCE N 82°16'45" W, A DISTANCE OF 29.83 FEET; THENCE N 69°37'49" W, A DISTANCE OF 48.25 FEET; THENCE N 73°32'48" W, A DISTANCE OF 65.41 FEET; THENCE S 36°05'28" W, A DISTANCE OF 670.11 FEET; THENCE S 0°04'59" E, A DISTANCE OF 52.38 FEET; THENCE N 89°59'09" W, A DISTANCE OF 59.79 FEET; THENCE S 0°02'43" W, A DISTANCE OF 99.73 FEET; THENCE S 89°49'12" W, A DISTANCE OF 969.28 FEET; THENCE N 89°37'46" W, A DISTANCE OF 617.02 FEET; THENCE N 0°22'14" E, 47.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, SAID CURVE HAS A RADIUS OF 175.00 FEET, TO WHICH A RADIAL LINE BEARS S 11°20'54" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 131°26'33" AN ARC DISTANCE OF 401.49 FEET; THENCE N 52°47'47" E, 371.94 FEET; THENCE N 37°12'13" W, 139.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 355.00 FEET, TO WHICH A RADIAL LINE BEARS N 51°32'19" E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°54'21" AN ARC DISTANCE OF 243.65 FEET; THENCE N 13°22'29" E, 120.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 475.00 FEET, TO WHICH A RADIAL LINE BEARS N 13°22'29" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°30'50" AN ARC DISTANCE OF 203.23 FEET; THENCE N 37°53'19" E, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 525.00 FEET, TO WHICH A RADIAL LINE BEARS N 37°53'19" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°08'38" AN ARC DISTANCE OF 102.11 FEET; THENCE N 52°47'47" E, 169.60 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAS A RADIUS OF 295.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°01'58" AN ARC DISTANCE OF 175.23 FEET; THENCE N 86°49'45" E, 230.38 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 175.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 228°55'04" AN ARC DISTANCE OF 699.19 FEET; THENCE S 86°49'45" W, 100.00 FEET; THENCE S 52°47'47" W, 50.00 FEET; THENCE S 37°12'13" E,

276.20 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 305.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°25'51" AN ARC DISTANCE OF 279.10 FEET TO A POINT OF TANGENCY; THENCE S 89°38'04" E, 84.96 FEET; THENCE N 0°21'56" E, 169.49 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, SAID CURVE HAS A RADIUS OF 180.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°01'56" AN ARC DISTANCE OF 88.07 FEET TO A POINT OF TANGENCY; THENCE N 28°23'52" E, 45.32 FEET; THENCE N 50°01'54" E, 37.34 FEET; THENCE N 62°35'22" E, 18.32 FEET; THENCE N 53°01'36" E, 162.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 295.00 FEET, TO WHICH A RADIAL LINE BEARS S 50°41'43" W; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°50'40" AN ARC DISTANCE OF 127.92 FEET TO A POINT OF TANGENCY; THENCE N 14°27'37" W, 532.74 FEET; THENCE N 75°32'23" E, 290.00 FEET; THENCE N 21°28'07" E, 1,135.17 FEET TO A POINT OF INTERSECTION WITH SAID TRACT 900; THENCE N 54°22'53" W, 277.55 FEET; THENCE N 6°44'52" E, 12.06 FEET; THENCE N 10°13'24" W, 146.83 FEET; THENCE N 22°31'23" E, 170.00 FEET; THENCE N 15°30'16" E, 130.58 FEET; THENCE N 24°39'12" W, 77.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, SAID CURVE HAS A RADIUS OF 175.00 FEET, TO WHICH A RADIAL LINE BEARS S 24°39'12" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 191°31'23" AN ARC DISTANCE OF 584.97 FEET; THENCE N 27°57'08" E, 50.00 FEET; THENCE N 62°02'52" W, 78.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 295.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°01'00" AN ARC DISTANCE OF 139.10 FEET; THENCE N 34°51'52" W, 140.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, SAID CURVE HAS A RADIUS OF 175.00 FEET, TO WHICH A RADIAL LINE BEARS S 54°58'08" W; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°01'58" AN ARC DISTANCE OF 107.00 FEET TO A POINT OF TANGENCY; THENCE N 0°00'06" E, 111.90 FEET; THENCE S 89°59'41" E, A DISTANCE OF 2,137.87 FEET; THENCE S 00°00'19" W, A DISTANCE OF 60.00 FEET; THENCE S 89°59'41" E, A DISTANCE OF 1422.41 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTIONS 16 AND 17, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY FLORIDA.

CONTAINING 195.73 ACRES MORE OR LESS.

LESS A PORTION OF BELLA LAGO PHASE I BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 900 OF BELLA LAGO PHASE I AS RECORDED IN PLAT BOOK 66, PAGE 172 ALSO BEING A POINT ALONG THE WESTERLY RIGHT OF WAY OF US HIGHWAY 301; THENCE S 36°06'03" W, 3,085.00 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS S 53°53'57" E; THENCE

NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE N 53°53'57" W, 299.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 35.00 FEET, TO WHICH A RADIAL LINE BEARS N 87°09'22" E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°03'19" AN ARC DISTANCE OF 31.19 FEET TO A POINT OF TANGENCY; THENCE N 53°53'57" W, 85.00 FEET; THENCE S 36°06'04" W, 130.43 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAS A RADIUS OF 155.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°09'20" AN ARC DISTANCE OF 105.93 FEET TO A POINT OF TANGENCY; THENCE S 75°15'24" W, 161.97 FEET; THENCE N 21°43'11" W, 114.37 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 495.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°04'46" AN ARC DISTANCE OF 208.03 FEET; THENCE S 27°10'04" W, 127.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 375.00 FEET, TO WHICH A RADIAL LINE BEARS N 49°54'54" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°34'33" AN ARC DISTANCE OF 10.31 FEET; THENCE S 51°39'29" W, 170.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 205.00 FEET, TO WHICH A RADIAL LINE BEARS N 51°21'07" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°55'42" AN ARC DISTANCE OF 60.57 FEET TO A POINT OF TANGENCY; THENCE S 21°43'11" E, 249.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAS A RADIUS OF 375.00 FEET, TO WHICH A RADIAL LINE BEARS N 44°28'01" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°56'24" AN ARC DISTANCE OF 156.69 FEET; THENCE N 79°32'35" W, 247.06 FEET; THENCE N 55°09'11" W, 34.99 FEET; THENCE N 14°27'37" W, 520.00 FEET; THENCE N 21°28'07" E, 1,135.17 FEET; THENCE S 54°22'53" E, 30.00 FEET; THENCE N 77°37'19" E, 34.37 FEET; THENCE N 35°37'07" E, 339.61 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAS A RADIUS OF 560.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°10'00" AN ARC DISTANCE OF 177.56 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE WESTERLY AND HAS A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°07'11" AN ARC DISTANCE OF 35.40 FEET TO A POINT OF TANGENCY; THENCE N 27°20'03" W, 54.98 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAS A RADIUS OF 275.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°09'14" AN ARC DISTANCE OF 48.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAS A RADIUS OF 7,050.71 FEET, TO WHICH A RADIAL LINE BEARS S 61°00'15" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°26'11" AN ARC DISTANCE OF 53.69 FEET; THENCE N 72°36'11" E, 238.78 FEET; THENCE N 20°54'14" E, 35.64 FEET; THENCE N 85°09'16" E, 68.20 FEET; THENCE N 72°36'11" E, 91.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAS A RADIUS OF 35.00 FEET; THENCE

NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°44'27" AN ARC DISTANCE OF 44.43 FEET TO A POINT OF TANGENCY; THENCE N 0°08'15" W, 43.43 FEET; THENCE S 79°14'31" E, 43.60 FEET; THENCE S 60°51'45" E, 36.73 FEET; THENCE N 84°51'04" E, 107.01 FEET; THENCE N 49°14'17" E, 36.11 FEET; THENCE S 76°33'14" E, 42.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAS A RADIUS OF 335.00 FEET, TO WHICH A RADIAL LINE BEARS S 23°15'20" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°06'52" AN ARC DISTANCE OF 152.69 FEET TO A POINT OF TANGENCY; THENCE N 40°37'48" E, 176.22 FEET; THENCE S 49°22'12" E, 20.00 FEET; THENCE N 40°37'48" E, 120.00 FEET; THENCE S 49°22'12" E, 95.00 FEET; THENCE N 40°37'48" E, 50.00 FEET; THENCE S 49°22'12" E, 64.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAS A RADIUS OF 375.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°26'41" AN ARC DISTANCE OF 48.72 FEET; THENCE N 33°11'08" E, 120.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAS A RADIUS OF 255.00 FEET, TO WHICH A RADIAL LINE BEARS S 33°11'08" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°22'19" AN ARC DISTANCE OF 179.68 FEET TO A POINT OF TANGENCY; THENCE N 82°48'48" E, 230.06 FEET; THENCE S 7°11'12" E, 120.00 FEET; THENCE N 82°48'48" E, 112.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAS A RADIUS OF 325.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°09'55" AN ARC DISTANCE OF 63.33 FEET; THENCE N 3°52'19" E, 12.49 FEET; THENCE N 62°25'27" E, 40.69 FEET; THENCE N 37°59'18" E, 98.23 FEET; THENCE N 17°18'09" E, 42.73 FEET; THENCE N 26°27'22" E, 92.80 FEET; THENCE N 81°27'02" E, 189.80 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAS A RADIUS OF 120.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°39'02" AN ARC DISTANCE OF 93.52 FEET TO A POINT OF TANGENCY; THENCE S 53°53'56" E, 154.80 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTIONS 16 AND 17, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY FLORIDA.

CONTAINING 93.81 ACRES, MORE OR LESS.

ALTOGETHER CONTAINING 101.92 ACRES, MORE OR LESS.

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

10

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

11

This Instrument Prepared By:

Tucker F. Mackie, Esq.
Kutak Rock LLP
Post Office Box 10230
Tallahassee, Florida 32302

Property Appraisers Parcel I.D. Nos.:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 9 day of DECEMBER, 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

Colbie Bosch
Print Name: Colbie Bosch

[Signature]
By: John E. Snyder
Its: Vice President

BJP
Print Name: Brian J. Panico

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9 day of DECEMBER, 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.

[Signature]
Notary Public

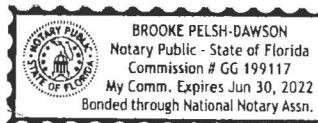


Exhibit A

Description of the Property

TRACTS 1001, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, AND 1019, BELLA LAGO PHASE II – SUBPHASES IIA-IA, IIA-IB, IIA-2 & IIC, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 122 THROUGH 148 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

AND

TRACTS 1100, 1101, AND 1102, BELLA LAGO PHASES IE & IIB ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGES 15 THROUGH 25 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Brookstone Community Development District ("**District**") prior to June 15, 2022, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office**," Wrathell, Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: 1-877-276-0889. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for

public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2022, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: August 5, 2022
HOUR: 11:00 AM
LOCATION: ZNS Engineering
1023 Manatee Avenue W. (7th Floor)
Bradenton, Florida 34205

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

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Manatee County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

7. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF MAY, 2022.

ATTEST:

**BROOKSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
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**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 53,240				\$ 71,769
Allowable discounts (4%)	(2,130)				(2,871)
Assessment levy: on-roll - net	51,110	\$ 50,628	\$ 482	\$ 51,110	68,898
Assessment levy: off-roll	41,566	-	41,566	41,566	56,031
Total revenues	92,676	50,628	42,048	92,676	124,929
EXPENDITURES					
Professional & administrative					
Supervisors	-	-	-	-	2,584
Management/accounting/recording	45,900	22,950	22,950	45,900	45,900
DSF accounting/assessment collections ¹	5,500	2,750	6,500	9,250	11,000
Legal	12,000	2,726	6,000	8,726	12,000
Engineering	2,500	-	20,000	20,000	2,500
Audit	6,700	6,700	-	6,700	6,950
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent ²	1,000	500	500	1,000	2,000
Trustee	5,000	-	5,000	5,000	10,000
Telephone	200	100	100	200	200
Postage	500	131	369	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	143	1,357	1,500	5,500
Annual special district fee	175	175	-	175	175
Insurance	5,919	5,570	-	5,570	6,300
Contingencies/bank charges	500	-	500	500	5,000
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Property appraiser & tax collector	1,598	1,518	80	1,598	2,154
Total expenditures	\$ 91,157	\$ 44,428	\$ 64,356	\$ 108,784	\$ 114,928
Excess/(deficiency) of revenues over/(under) expenditures	1,519	6,200	(22,308)	(16,108)	10,001
Fund balance - beginning (unaudited)	35,146	43,324	49,524	43,324	27,216
Fund balance - ending					
Committed:					
3 months working capital	27,229	27,229	27,229	27,229	33,457
Unassigned	9,436	22,295	(13)	(13)	3,760
Fund balance - ending (projected)	\$ 36,665	\$ 49,524	\$ 27,216	\$ 27,216	\$ 37,217

¹ \$5,500 per bond issuance.

² \$1,000 per bond issuance.

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 2,584
Management/accounting/recording	45,900
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
DSF accounting/assessment collections Series 2018 and Series 2022 bonds	11,000
Legal	12,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,500
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	6,950
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	10,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	5,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	6,300
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	5,000
<p>Bank charges, automated AP routing, and other miscellaneous expenses incurred during the year.</p>	
Website	
<p>Hosting & maintenance</p>	
	705
<p>ADA compliance</p>	
	210
Property appraiser & tax collector	2,154
Total expenditures	<u><u>\$114,928</u></u>

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll	\$ 442,688				\$ 442,688
Allowable discounts (4%)	(17,708)				(17,708)
Net assessment levy - on-roll	424,980	\$ 420,767	\$ 4,213	\$ 424,980	424,980
Assessment levy: off-roll	432,940	-	432,940	432,940	432,940
Interest	-	35	-	35	-
Total revenues	857,920	420,802	437,153	857,955	857,920
EXPENDITURES					
Debt service					
Principal	205,000	205,000	-	205,000	215,000
Interest	587,347	295,659	291,688	587,347	579,209
Property appraiser & Tax collector	13,280	12,625	655	13,280	13,280
Total expenditures	805,627	513,284	292,343	805,627	807,489
Excess/(deficiency) of revenues over/(under) expenditures	52,293	(92,482)	144,810	52,328	50,431
Fund balance:					
Beginning fund balance (unaudited)	1,525,380	1,398,316	1,305,834	1,398,316	1,450,644
Ending fund balance (projected)	<u>\$1,577,673</u>	<u>\$1,305,834</u>	<u>\$ 1,450,644</u>	<u>\$ 1,450,644</u>	<u>1,501,075</u>
Use of fund balance:					
Debt service reserve account balance (required)					(800,600)
Principal expense - November 1, 2023					(225,000)
Interest expense - November 1, 2023					(287,522)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 187,953</u>

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/22	215,000.00	3.875%	291,687.50	506,687.50	11,250,000.00
05/01/23			287,521.88	287,521.88	11,250,000.00
11/01/23	225,000.00	3.875%	287,521.88	512,521.88	11,025,000.00
05/01/24			283,162.50	283,162.50	11,025,000.00
11/01/24	230,000.00	4.625%	283,162.50	513,162.50	10,795,000.00
05/01/25			277,843.75	277,843.75	10,795,000.00
11/01/25	240,000.00	4.625%	277,843.75	517,843.75	10,555,000.00
05/01/26			272,293.75	272,293.75	10,555,000.00
11/01/26	255,000.00	4.625%	272,293.75	527,293.75	10,300,000.00
05/01/27			266,396.88	266,396.88	10,300,000.00
11/01/27	265,000.00	4.625%	266,396.88	531,396.88	10,035,000.00
05/01/28			260,268.75	260,268.75	10,035,000.00
11/01/28	275,000.00	4.625%	260,268.75	535,268.75	9,760,000.00
05/01/29			253,909.38	253,909.38	9,760,000.00
11/01/29	290,000.00	5.125%	253,909.38	543,909.38	9,470,000.00
05/01/30			246,478.13	246,478.13	9,470,000.00
11/01/30	305,000.00	5.125%	246,478.13	551,478.13	9,165,000.00
05/01/31			238,662.50	238,662.50	9,165,000.00
11/01/31	320,000.00	5.125%	238,662.50	558,662.50	8,845,000.00
05/01/32			230,462.50	230,462.50	8,845,000.00
11/01/32	335,000.00	5.125%	230,462.50	565,462.50	8,510,000.00
05/01/33			221,878.13	221,878.13	8,510,000.00
11/01/33	355,000.00	5.125%	221,878.13	576,878.13	8,155,000.00
05/01/34			212,781.25	212,781.25	8,155,000.00
11/01/34	370,000.00	5.125%	212,781.25	582,781.25	7,785,000.00
05/01/35			203,300.00	203,300.00	7,785,000.00
11/01/35	390,000.00	5.125%	203,300.00	593,300.00	7,395,000.00
05/01/36			193,306.25	193,306.25	7,395,000.00
11/01/36	410,000.00	5.125%	193,306.25	603,306.25	6,985,000.00
05/01/37			182,800.00	182,800.00	6,985,000.00
11/01/37	435,000.00	5.125%	182,800.00	617,800.00	6,550,000.00
05/01/38			171,653.13	171,653.13	6,550,000.00
11/01/38	455,000.00	5.125%	171,653.13	626,653.13	6,095,000.00
05/01/39			159,993.75	159,993.75	6,095,000.00
11/01/39	480,000.00	5.250%	159,993.75	639,993.75	5,615,000.00
05/01/40			147,393.75	147,393.75	5,615,000.00
11/01/40	505,000.00	5.250%	147,393.75	652,393.75	5,110,000.00
05/01/41			134,137.50	134,137.50	5,110,000.00

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/41	530,000.00	5.250%	134,137.50	664,137.50	4,580,000.00
05/01/42			120,225.00	120,225.00	4,580,000.00
11/01/42	560,000.00	5.250%	120,225.00	680,225.00	4,020,000.00
05/01/43			105,525.00	105,525.00	4,020,000.00
11/01/43	585,000.00	5.250%	105,525.00	690,525.00	3,435,000.00
05/01/44			90,168.75	90,168.75	3,435,000.00
11/01/44	620,000.00	5.250%	90,168.75	710,168.75	2,815,000.00
05/01/45			73,893.75	73,893.75	2,815,000.00
11/01/45	650,000.00	5.250%	73,893.75	723,893.75	2,165,000.00
05/01/46			56,831.25	56,831.25	2,165,000.00
11/01/46	685,000.00	5.250%	56,831.25	741,831.25	1,480,000.00
05/01/47			38,850.00	38,850.00	1,480,000.00
11/01/47	720,000.00	5.250%	38,850.00	758,850.00	760,000.00
05/01/48			19,950.00	19,950.00	760,000.00
11/01/48	760,000.00	5.250%	19,950.00	779,950.00	-
Total	11,465,000.00		9,791,062.56	21,256,062.56	

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

On-Roll Assessments					
		Fiscal Year 2023			Fiscal Year 2022
		O&M	DS	Total	Total
		Assessment	Assessment	Assessment	Assessment
Units		per Unit	per Unit	per Unit	per Unit
SF 40'	88	\$ 240.03	\$ 1,290.32	\$ 1,530.35	\$ 1,468.38
SF 50'	209	240.03	1,559.14	1,799.17	1,737.20
SF 60'	2	240.03	1,639.78	1,879.81	1,817.84
Total	299				

Note: DS Assessment amounts are the result of partial prepayments

Off-Roll Assessments					
		Fiscal Year 2023			Fiscal Year 2022
		O&M	DS	Total	Total
		Assessment	Assessment	Assessment	Assessment
Units		per Unit	per Unit	per Unit	per Unit
SF Units	251	\$ 223.23	\$ 1,724.86	\$ 1,948.09	\$ 1,890.46
Total	251				

Note: O&M Assessment amounts for off-roll collection differ from those for on-roll collection by the Manatee County collection costs and early payment discount allowance

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

13

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) “shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*],” and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Ryan Zook	November 2024
2	John Snyder	November 2022
3	Hal Lutz	November 2024
4	Anne Mize	November 2022
5	Greg Mundell	November 2022

This year, Seat 2, currently held by John Snyder, is subject to election by landowners in November 2022. The term of office for the successful landowner candidate shall commence upon election and shall be for a four-year period. Seat 4, currently held by Anne Mize, and Seat 5, currently held by Greg Mundell, are subject to a General Election process to be conducted by the Manatee County Supervisor of Elections, which General Election process shall be addressed by a separate resolution.

2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the _____ day of November 2022, at _____ a/p.m., and located at _____.

3. **PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its May 6, 2022 meeting. A sample notice of

landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 6TH DAY OF MAY, 2022.

**BROOKSTONE COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE
BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Brookstone Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 444.58 acres, located on the west side of US 301 North approximately one-half mile north of Moccasin Wallow Road in Manatee County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person/people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November ____, 2022
TIME: _____
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Daniel Rom
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: _____, **November __, 2022**

TIME: _____ **.M.**

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election in a landowner seat for a four-year period. The term of office for the successful landowner candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Brookstone Community Development District to be held at _____, on _____, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER __, 2022

For Election (1 Supervisor): The candidate receiving the highest number of votes will receive a four (4) year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Brookstone Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
2		

Date: _____

Signed: _____

Printed Name: _____

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

14

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE MANATEE COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Manatee County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT:

1. **GENERAL ELECTION SEATS.** Seat 4, currently held by Anne Mize, and Seat 5, currently held by Greg Mundell, are scheduled for the General Election beginning in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Manatee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2022, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 6th day of May, 2022.

**BROOKSTONE
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Brookstone Community Development District ("District") will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the Manatee County Supervisor of Elections located at 600 301 Blvd. W, Suite 108, Bradenton, Florida 34205; Ph: (941) 741-3823. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Manatee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Brookstone Community Development District has two (2) seats up for election, specifically seats 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, and in the manner prescribed by law for general elections.

For additional information, please contact the Manatee County Supervisor of Elections.

Publish on or before May 29, 2022.

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

15

RESOLUTION 2022-07

A RESOLUTION OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2022/2023 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Manatee County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 6th day of May, 2022.

Attest:

**BROOKSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>offices of ZNS Engineering, 1023 Manatee Avenue W., Bradenton, Florida 34205 (7th Floor)</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2022	Regular Meeting	11:00 AM
November 4, 2022	Landowners' Meeting & Regular Meeting	11:00 AM
December 2, 2022	Regular Meeting	11:00 AM
January 6, 2023	Regular Meeting	11:00 AM
February 3, 2023	Regular Meeting	11:00 AM
March 3, 2023	Regular Meeting	11:00 AM
April 7, 2023	Regular Meeting	11:00 AM
May 5, 2023	Regular Meeting	11:00 AM
June 2, 2023	Regular Meeting	11:00 AM
July 7, 2023	Regular Meeting	11:00 AM
August 4, 2023	Public Hearing & Regular Meeting	11:00 AM
September 1, 2023	Regular Meeting	11:00 AM

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

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**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2022**

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 56,172	\$ -	\$ -	\$ 56,172
Investments				
Revenue	-	505,234	-	505,234
Reserve	-	800,600	-	800,600
Undeposited funds	1,963	-	-	1,963
Due from DR Horton	10,392	158,175	1,064	169,631
Due from general fund	-	-	1,963	1,963
Total assets	<u>\$ 68,527</u>	<u>\$1,464,009</u>	<u>\$ 3,027</u>	<u>\$ 1,535,563</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 1,000	\$ -	\$ 3,027	\$ 4,027
Due to Developer	5,648	-	3,027	8,675
Due to capital projects fund	1,963	-	-	1,963
Total liabilities	<u>8,611</u>	<u>-</u>	<u>6,054</u>	<u>14,665</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	10,392	158,175	-	168,567
Total deferred inflows of resources	<u>10,392</u>	<u>158,175</u>	<u>-</u>	<u>168,567</u>
Fund balances:				
Restricted for:				
Debt service	-	1,305,834	-	1,305,834
Committed:				
3 months working capital	27,229	-	-	27,229
Unassigned	22,295	-	-	22,295
Total fund balances	<u>49,524</u>	<u>1,305,834</u>	<u>(3,027)</u>	<u>1,352,331</u>
Total liabilities and fund balances	<u>\$ 68,527</u>	<u>\$ 1,464,009</u>	<u>\$ 3,027</u>	<u>\$ 1,535,563</u>

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 50,628	\$ 51,110	99%
Assessment levy: off-roll	-	-	41,566	0%
Total revenues	<u>-</u>	<u>50,628</u>	<u>92,676</u>	55%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	3,825	22,950	45,900	50%
DSF accounting/assessment collections	458	2,750	5,500	50%
Legal	743	2,726	12,000	23%
Engineering	-	-	2,500	0%
Audit	2,000	6,700	6,700	100%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	500	1,000	50%
Trustee	-	-	5,000	0%
Telephone	17	100	200	50%
Postage	19	131	500	26%
Printing & binding	42	250	500	50%
Legal advertising	71	143	1,500	10%
Annual special district fee	-	175	175	100%
Insurance	-	5,570	5,919	94%
Contingencies/bank charges	-	-	500	0%
Website				
Hosting	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>7,258</u>	<u>42,910</u>	<u>89,559</u>	48%
Other fees & charges				
Property appraiser	-	-	799	0%
Tax collector	-	1,518	799	190%
Total other fees & charges	<u>-</u>	<u>1,518</u>	<u>1,598</u>	95%
Total expenditures	<u>7,258</u>	<u>44,428</u>	<u>91,157</u>	49%
Excess/(deficiency) of revenues over/(under) expenditures	(7,258)	6,200	1,519	
Fund balances - beginning	56,782	43,324	35,146	
Assigned:				
Committed:				
3 months working capital	27,229	27,229	27,229	
Unassigned	22,295	22,295	9,436	
Fund balances - ending	<u>\$ 49,524</u>	<u>\$ 49,524</u>	<u>\$ 36,665</u>	

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 420,767	\$ 424,980	99%
Assessment levy: off-roll	-	-	432,940	0%
Interest	5	35	-	N/A
Total revenues	<u>5</u>	<u>420,802</u>	<u>857,920</u>	49%
EXPENDITURES				
Debt service				
Principal	-	205,000	205,000	100%
Interest	-	295,659	587,347	50%
Total debt service	<u>-</u>	<u>500,659</u>	<u>792,347</u>	63%
Other fees & charges				
Tax collector	-	12,625	6,640	190%
Property appraiser	-	-	6,640	0%
Total other fees and charges	<u>-</u>	<u>12,625</u>	<u>13,280</u>	95%
Total expenditures	<u>-</u>	<u>513,284</u>	<u>805,627</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	5	(92,482)	52,293	
Fund balances - beginning	<u>1,305,829</u>	<u>1,398,316</u>	<u>1,525,380</u>	
Fund balances - ending	<u>\$ 1,305,834</u>	<u>\$ 1,305,834</u>	<u>\$ 1,577,673</u>	

**BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
 EXPENDITURES		
Capital outlay	1,064	3,027
Total expenditures	1,064	3,027
 Excess/(deficiency) of revenues over/(under) expenditures	(1,064)	(3,027)
 Fund balances - beginning	(1,963)	-
Fund balances - ending	\$ (3,027)	\$ (3,027)

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

17

DRAFT

**MINUTES OF MEETING
BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Brookstone Community Development District held a Public Hearing and Regular Meeting on August 6, 2021 at 10:00 a.m., at the office of ZNS Engineering, 201 5th Avenue Dr. E., Bradenton, Florida 34208.

Present were:

John Snyder	Vice Chair
Anne Mize	Assistant Secretary
Hal Lutz	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Tucker Mackie	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:00 a.m. Supervisors Snyder, Mize and Lutz were present, in person. Supervisors Zook and Mundell were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

A. Proof /Affidavit of Publication

The affidavit of publication was provided for informational purposes.

B. Consideration of Resolution 2021-05, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2021 and Ending

37 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
38 **Date**

39 Mr. Rom stated the proposed Fiscal Year 2022 budget was unchanged since it was
40 presented at the last meeting.

41

42 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, the**
43 **public hearing was opened.**

44

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46 No members of the public spoke.

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48 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, the**
49 **public hearing was closed.**

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51

52 Mr. Rom presented Resolution 2021-05 and read the title.

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54 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor,**
55 **Resolution 2021-05, Relating to the Annual Appropriations and Adopting the**
56 **Budgets for the Fiscal Year Beginning October 1, 2021 and Ending September**
57 **30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,**
58 **was adopted.**

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61 **FOURTH ORDER OF BUSINESS**

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Consideration of Resolution 2021-06,
Making a Determination of Benefit and
Imposing Special Assessments for Fiscal
Year 2021/2022; Providing for the
Collection and Enforcement of Special
Assessments, Including But Not Limited to
Penalties and Interest Thereon; Certifying
an Assessment Roll; Providing for
Amendments to the Assessment Roll;
Providing a Severability Clause; and
Providing an Effective Date

75 Mr. Rom presented Resolution 2021-06 and read the title.

76

77 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor,**
78 **Resolution 2021-06, Making a Determination of Benefit and Imposing Special**
79 **Assessments for Fiscal Year 2021/2022; Providing for the Collection and**
80 **Enforcement of Special Assessments, Including But Not Limited to Penalties**
81 **and Interest Thereon; Certifying an Assessment Roll; Providing for**
82 **Amendments to the Assessment Roll; Providing a Severability Clause; and**
83 **Providing an Effective Date, was adopted.**

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85

86 **FIFTH ORDER OF BUSINESS**

**Ratification of Acceptance of Audited
Financial Statements for the Fiscal Year
Ended September 30, 2020**

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90 Mr. Rom stated that as authorized, the Board Chair reviewed and approved the Audited
91 Financial Statements for the Fiscal Year Ended September 30, 2020 and the necessary parties
92 executed the associated Resolution.

93

94 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor,**
95 **acceptance of the Audited Financial Statements for the Fiscal Year Ended**
96 **September 30, 2020 and the Chair’s actions, were ratified.**

97

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99 **SIXTH ORDER OF BUSINESS**

**Ratification of Termination of Oak City
South, LLC Contract**

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102 Mr. Rom stated that, as authorized in April, the Notice of Termination of the
103 construction contract with Oak City South, LLC was prepared, executed and transmitted.

104

105 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, the**
106 **Notice of Termination of Oak City South, LLC Contract and the actions of Staff**
107 **and the Chair, were ratified.**

108

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110 **SEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of June 30, 2021**

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113 Mr. Rom presented the Unaudited Financial Statements as of June 30, 2021.

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115 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, the**
116 **Unaudited Financial Statements as of June 30, 2021, were accepted.**

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119 **EIGHTH ORDER OF BUSINESS**

**Approval of April 29, 2021 Regular Meeting
Minutes**

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122 Mr. Rom presented the April 29, 2021 Regular Meeting Minutes.

123

124 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, the**
125 **April 29, 2021 Regular Meeting Minutes, as presented, were approved.**

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128 **NINTH ORDER OF BUSINESS**

Staff Reports

129

130 **A. District Counsel: *Hopping Green & Sams, P.A.***

131 Ms. Mackie stated that Mr. Zook forwarded Bills of Sale for utilities to be ultimately
132 conveyed to the County Utility for Phase 2A-1. Those would generally be submitted as part of
133 the completion package so it was likely that those had yet to be certified as complete. The Bill
134 of Sale was reviewed with the District Engineer to determine that it is part of the Series 2018
135 Project for which there are no remaining bond funds, so those could come from SFTEN, directly
136 to the Utility; otherwise, the CDD could accept the conveyance as the pass-through to the
137 Utility.

138 Ms. Mackie recalled discussions about the next bond series issuance with those costs
139 funded by the CDD and stated that Mr. Kragt would begin preparing the Engineer's Report for
140 the next project, upon direction from the Board. Discussion ensued regarding the next bond
141 issuance and the map depicting the various project Phases, proper disclosure of the Phases in
142 construction and additional assessments arising from future bond issuances.

143 **B. District Engineer: *ZNS Engineering, L.C.***

144 There was no report.

145 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

146 • **NEXT MEETING: September 3, 2021 at 10:00 a.m.**

147 ○ **QUORUM CHECK**

148 The next meeting would be held on September 3, 2021, unless cancelled.

149

150 **TENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

151

152 There were no Board Members' comments or requests.

153

154 **ELEVENTH ORDER OF BUSINESS**

Public Comments

155

156 There were no public comments.

157

158 **TWELFTH ORDER OF BUSINESS**

Adjournment

159

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

161

162 **On MOTION by Mr. Snyder and seconded by Ms. Mize, with all in favor, the**
163 **meeting adjourned at 10:07 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

BROOKSTONE
COMMUNITY DEVELOPMENT DISTRICT

18C

MICHAEL BENNETT • SUPERVISOR OF ELECTIONS • MANATEE COUNTY

600 301 Boulevard West, Suite 108, Bradenton, Florida 34205-7946
PO Box 1000, Bradenton, Florida 34206-1000



Phone: 941-741-3823 • Fax: 941-741-3820 • VoteManatee.com • Info@VoteManatee.com

April 20, 2022

Brookstone Community Development District
Wrathell, Hunt and Associates, LLC
Attn: Daphne Gillyard
2300 Glades Rd., Suite 410W
Boca Raton FL 33431

Dear Ms. Gillyard:

We are in receipt of your request for the number of registered voters in the Brookstone Community Development District of April 15, 2022. According to our records, there were 385 persons registered in the Brookstone Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

Michael Bennett
Supervisor of Elections

MB/hk

BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

offices of ZNS Engineering, 201 5th Avenue Dr. E., Bradenton, Florida 34208

***offices of ZNS Engineering, 1023 Manatee Avenue W., Bradenton, Florida 34205 (7th Floor)*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 1, 2021 CANCELED	Regular Meeting	11:00 AM
November 5, 2021 CANCELED	Regular Meeting	11:00 AM
December 3, 2021 CANCELED	Regular Meeting	11:00 AM
January 7, 2022 CANCELED	Regular Meeting	11:00 AM
February 4, 2022 CANCELED	Regular Meeting	11:00 AM
March 4, 2022 CANCELED	Regular Meeting	11:00 AM
April 1, 2022 CANCELED	Regular Meeting	11:00 AM
May 6, 2022	Regular Meeting	11:00 AM
June 3, 2022*	Regular Meeting	11:00 AM
July 1, 2022**	Regular Meeting	11:00 AM
August 5, 2022**	Public Hearing & Regular Meeting	11:00 AM
September 2, 2022**	Regular Meeting	11:00 AM

* Location unavailable for June 3 Meeting

** New location effective July 1, 2022 due to ZNS' move to new office]