

Sunbridge Stewardship District

12051 Corporate Boulevard, Orlando, FL 32817

Phone: 407-723-5935

<https://www.sunbridgesd.com>

Notice is hereby given that the Board of Supervisors ("Board") of the Sunbridge Stewardship District ("District") will hold a meeting of the Board of Supervisors on **April 1, 2021 at 3:30 p.m. at the Narcoossee Community Center, 5354 Rambling Road, St. Cloud, FL 34771.** Questions or comments on the Board Meeting or proposed agenda may be addressed to Lynne Mullins mullinsl@pfm.com or (407) 723-5935. A quorum (consisting of at least three of the five Board Members) will be confirmed prior to the start of the Board Meeting.

Please use the following information to join the telephonic conferencing:

Phone: 1-844-621-3956 **Participant Code:** 796 761 297#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. Consideration of the Minutes of the March 4, 2021 Board of Supervisors' Meeting
- 2. Consideration of the Minutes of the March 4, 2021 Auditor Selection Committee Meeting

Business Matters

3. Consideration of Synovus Bank Fees
4. Consideration of Landscape Proposal for Cyrils Drive Phase 1
5. Consideration of Personnel Leasing Agreement with Berman Construction, LLC
6. Consideration of General Maintenance Agreement with Berman Construction, LLC
7. Consideration of Bond Counsel Agreement with Bryant Miller Olive
8. Ratification of Payment Authorization Nos. 123 - 125
9. Review of District's Financial Position and Budget to Actual YTD

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer
- B. Supervisor Requests

Adjournment



**Sunbridge
Stewardship District**

**Minutes of the March 4, 2021
Board of Supervisors' Meeting**

MINUTES OF MEETING

**SUNBRIDGE STEWARDSHIP DISTRICT
BOARD OF SUPERVISORS' MEETING**

Thursday, March 4, 2021 at 3:30 p.m.

Narcoossee Community Center, 5354 Rambling Road, St. Cloud, FL 34771

Board Members Present:

Richard Levey	Chair	
Rob Adams	Vice-Chair	(via phone)
Brent Schademan	Assistant Secretary	
Julie Salvo	Assistant Secretary	
Frank Paris	Assistant Secretary	

Also, Present:

Lynne Mullins	PFM	
Jennifer Walden	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Kevin Plenzler	PFM Financial Advisors	(via phone)
Johnathan Johnson	District Counsel	(via phone)
Clint Beaty	Tavistock	(via phone)
Cristyann Courtney	Tavistock	(via phone)
Lance Bennett	Poulos & Bennett	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order. The Board Members, staff, and public in attendance are outlined above.

SECOND ORDER OF BUSINESS

**Consideration of the Minutes from
the January 7, 2021 Board of
Supervisors' Meeting**

The Board reviewed the minutes for the January 7, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board approved the minutes for the January 7, 2021 Board of Supervisors' Meeting.

THIRD ORDER OF BUSINESS

**Consideration of Draft Task Order #1
Pursuant to the Master Research
Agreement with UF**

Dr. Levey stated this Task Order is pursuant to the Master Research Agreement.

On MOTION by Mr. Paris, seconded by Mr. Schademan, with all in favor, the Board approved Draft Task Order #1 Pursuant to the Master Research Agreement with UF with Dr. Levey signing off on the final Task Order.

FOURTH ORDER OF BUSINESS

**Ratification of FY 2020 Fee Increase
Letter from CRI Regarding the Utility
Audit**

Ms. Mullins stated CRI reached requesting an increase of \$5,000.00 the utility portion of the audit. Dr. Levey stated he spoke with CRI and felt as they had adequate need for the increase.

On MOTION by Mr. Paris, seconded by Ms. Salvo, with all in favor, the Board ratified the FY 2020 Fee Increase Letter from CRI Regarding the Utility Audit.

FIFTH ORDER OF BUSINESS

**Ratification of Lighting Installation,
Upgrade and Service Agreement
(Cyrils Drive Phase 2)**

Mr. Johnson stated we proceeded with Cyrils Drive Phase 2 in between meetings as the documentation is identical for Phase 1 but wanted to have the Board ratify. Dr. Levey asked if this was anticipated in this year's budget. Ms. Mullins responded no. We will evaluate the budget as we get closer to the end of the fiscal year.

On MOTION by Mr. Brent Schademan, seconded by Mr. Paris, with all in favor, the Board ratified the Lighting Installation, Upgrade and Service Agreement (Cyrils Drive Phase 2).

SIXTH ORDER OF BUSINESS

**Ratification of Payment Authorization
Nos. 116, 117 & 119-122**

The Board reviewed Payment Authorizations 116, 117 & 119- 122. Dr. Levey noted these have been approved, paid, and just needs to be ratified by the Board.

On MOTION by Mr. Paris, seconded by Mr. Schademan, with all in favor, the Board ratified Payment Authorization Nos. 116, 117 & 119-122.

SEVENTH ORDER OF BUSINESS

**Review of District's Financial Position
Budget to Actual YTD**

The Board reviewed the monthly financials through January 2021. No action is required by the Board.

EIGHTH ORDER OF BUSINESS

Staff Reports

District Counsel- No report

District Manager- No Report

District Engineer- No Report

NINTH ORDER OF BUSINESS

**Supervisor Requests & Audience
Comments**

There were no Supervisor requests or audience comments

TENTH ORDER OF BUSINESS

Adjournment

ON MOTION by Ms. Salvo, seconded by Mr. Schademan the meeting March 4, 2021 meeting of the Sunbridge Stewardship District was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Sunbridge
Stewardship District**

**Minutes of the March 4, 2021
Auditor Selection Committee Meeting**

SUNBRIDGE STEWARDSHIP DISTRICT
AUDITOR SELECTION COMMITTEE' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Auditor Selection Committee Meeting for the Sunbridge Stewardship District was called to order on **Thursday, March 4, 2021 at 3:30 p.m.** at the Narcoossee Community Center, 5354 Rambling Road, St. Cloud, FL 34771. Members listed below constituted a quorum.

Richard Levey	Committee Member	
Frank Paris	Committee Member	
Brent Schademan	Committee Member	
Julie Salvo	Committee Member	
Rob Adams	Committee Member	(via phone)

Also attending:

Lynne Mullins	PFM	
Jennifer Walden	PFM	(via phone)
Jonathan Johnson	District Counsel	(via phone)

SECOND ORDER OF BUSINESS

Roll Call to Confirm a Quorum

The meeting was called to order. The Board Members, staff, and public in attendance are outlined above

THIRD ORDER OF BUSINESS

Review and Approval of Audit Documents

- a) Audit RFP Notice**
- b) Instructions to Proposers**
- c) Evaluation Criteria- with and without price**

Ms. Mullins stated the Committee needs to approve an evaluation criteria and District staff recommends that the Committee choose the evaluation criteria that includes price. She noted that it will be included with the instructions to the proposers when they reach out to submit their proposals.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Auditor Selection Committee for Sunbridge Stewardship District approved choosing evaluation Criteria to include price.

FOURTH ORDER OF BUSINESS

Adjournment

There was no other business to discuss.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the March 4, 2021 meeting of the Auditor Selection Committee for the Sunbridge Stewardship District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

**Sunbridge
Stewardship District**

Synovus Bank Fees



Statement of Account

Last statement: October 31, 2020
This statement: November 30, 2020
Total days in statement period: 30
101-406-735-7 031 165
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SUNBRIDGE STEWARDSHIP DISTRICT
REVENUE SYSTEM DEVELOPMENT
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

2 Direct inquiries to: 0
800-334-9007

Summary of Account Balance

Account	Number	Ending Balance
Scm Checking	101-406-735-7	\$83,835.00

Scm Checking Account Number 101-406-735-7

Beginning balance	83,835.00	Low balance	83,835.00
Deposits/Credits	0.00	Average balance	83,835.00
Withdrawals/Debits	0.00	Average collected balance	83,835.00
Ending balance	83,835.00		



Statement of Account

Last statement: October 31, 2020
 This statement: November 30, 2020
 Total days in statement period: 30
 101-406-734-0 031 165
 Page 1 of 1

SUNBRIDGE STEWARDSHIP DISTRICT
 UTILITY OPERATING
 12051 CORPORATE BLVD
 ORLANDO FL 32817-1450

2 Direct inquiries to: 0
 800-334-9007

Summary of Account Balance

Account	Number	Ending Balance
Scm Checking	101-406-734-0	\$483,161.03

Scm Checking Account Number 101-406-734-0

Beginning balance	385,661.03	Low balance	385,661.03
Deposits/Credits	97,500.00	Average balance	460,411.03
Withdrawals/Debits	0.00	Average collected balance	460,411.00
Ending balance	483,161.03		

Deposits/Other Credits

Date	Transaction Type	Description	Amount
11-03	Preauthorized Credit	US Water Service ACH Transf From US Water Collection Account To Capacity (Operating) Account	32,500.00
11-05	Preauthorized Credit	US Water Service ACH Transf From US Water Collection Account To Capacity (Operating) Account	32,500.00
11-16	Preauthorized Credit	US Water Service ACH Transf From US Water Collection Account To Capacity (Operating) Account	32,500.00

Balance Summary

Date	Amount	Date	Amount
10-31	385,661.03	11-05	450,661.03
11-03	418,161.03	11-16	483,161.03



Statement of Account

Last statement: October 31, 2020
 This statement: November 30, 2020
 Total days in statement period: 30
 101-406-732-4 031 165
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SUNBRIDGE STEWARDSHIP DISTRICT
 UTILITY REVENUE ACCOUNT
 12051 CORPORATE BLVD
 ORLANDO FL 32817-1450

2 Direct inquiries to: 800-334-9007 0

Summary of Account Balance

Account	Number	Ending Balance
Scm Checking	101-406-732-4	\$172,941.28

Scm Checking Account Number 101-406-732-4

Beginning balance	129,178.32	Low balance	129,178.32
Deposits/Credits	43,762.96	Average balance	166,559.19
Withdrawals/Debits	0.00	Average collected balance	166,559.00
Ending balance	172,941.28		

Deposits/Other Credits

Date	Transaction Type	Description	Amount
11-05	Preauthorized Credit	US Water Service ACH Transf ACH from USWSC Payment Distribution	7,051.64
11-05	Preauthorized Credit	US Water Service ACH Transf From US Water Collection Account To Utility Revenue Account	34,808.69
11-12	Preauthorized Credit	US Water Service ACH Transf ACH from USWSC Payment Distribution	1,516.09
11-20	Preauthorized Credit	US Water Service ACH Transf ACH from USWSC Payment Distribution	386.54

Balance Summary

Date	Amount	Date	Amount
10-31	129,178.32	11-12	172,554.74
11-05	171,038.65	11-20	172,941.28



Statement of Account

Last statement: October 31, 2020
 This statement: November 30, 2020
 Total days in statement period: 30
 310-148-790-1 031 165
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SUNBRIDGE STEWARDSHIP DISTRICT
 12051 CORPORATE BLVD
 ORLANDO FL 32817-1450

2 Direct inquiries to:
 800-334-9007

Summary of Account Balance

Account	Number	Ending Balance
Scm Checking	310-148-790-1	\$1,643.52

Scm Checking	Account Number 310-148-790-1	1 Enclosure
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Beginning balance	1,578.51	Low balance	1,360.18
Deposits/Credits	283.34	Average balance	1,487.79
Withdrawals/Debits	218.33	Average collected balance	1,487.00
Ending balance	1,643.52		

Checks

Number	Date	Amount	Number	Date	Amount
1101	11-03	200.00			

Other Debits

Date	Transaction Type	Description	Amount
11-18	Preauthorized Wd	Orlando Util Com Payment 201118	18.33

Deposits/Other Credits

Date	Transaction Type	Description	Amount
11-20	Preauthorized Credit	Octaxcollmainop ACH Pymnt INVOICE GS20201118-001	283.34

Balance Summary

Date	Amount	Date	Amount	Date	Amount
10-31	1,578.51	11-18	1,360.18		
11-03	1,378.51	11-20	1,643.52		

Sunbridge Stewardship District <small>2023 COMPANY F-40 DUNNWOOD FURNACE 2017 8075 3613229</small>		FLORIDA COMMUNITY BANK <small>63-1676760</small>	1101 1101
PAY TO THE ORDER OF VGlobalTech		10/15/2020	\$ 200.00 DOLLARS
MEMO VGlobalTech 630 Farming Dr Winter Springs, FL 32708-6505		<i>Cynthia Klanton</i> CASHIER	
⑆001101⑆ ⑆056016766⑆ ⑆101487901⑆			

CK 1101 11/03/2020 \$200.00

PRO FORMA ANALYSIS PREPARED FOR Sunbridge Stewardship CDD

Balance Summary

NUMBER OF DAYS IN CYCLE	31	Balances as of:	October 31, 2020
AVERAGE LEDGER BALANCE		+	\$712,333.10
LESS FLOAT		-	\$0.00
PLUS NEGATIVE AVERAGE COLLECTED BALANCES		+	\$0.00
AVERAGE COLLECTED BALANCE		=	\$712,333.10
LESS FEDERAL RESERVE REQUIREMENT	0%	-	\$0.00
AVERAGE INVESTABLE BALANCE		=	\$712,333.10
EARNINGS CREDIT (Based on 366 Day Year)	0.25%	+	\$150.84
ANALYZED FEES		-	\$268.58
NET SERVICE CHARGE		=	(\$117.74)
EXCESS COLLECTED BALANCES			\$0.00
ADDITIONAL COLLECTED BALANCES TO OFFSET ANALYZED FEES			\$556,057.61

Service Detail

The fees listed below are based on information gathered from your company and is not an invoice for services. Prices are subject to change and any services not listed will be charged the Bank's standard fees.

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
DEPOSITORY SERVICES				
Monthly Maintenance Fee	4	\$19.0000	\$76.00	\$358,916
NSF/Overdraft Fee	0	\$36.0000	\$0.00	\$0
Negative Collected Balance Fee	0	P+4.0%	\$0.00	\$0
Deposits	8	\$0.8000	\$6.40	\$30,225
Items Deposited Total	0	\$0.1300	\$0.00	\$0
Items Deposited CCH	0	\$0.1300	\$0.00	\$0
Items Dep Local Fed-City	0	\$0.1300	\$0.00	\$0
Items Dep Local Fed-RCPC	0	\$0.1300	\$0.00	\$0
Items Dep Local Fed-RCPC	0	\$0.1300	\$0.00	\$0
Items Dep Non-Local Fed-City	0	\$0.1300	\$0.00	\$0
Items Dep Non-Local Fed-RCPC	0	\$0.1300	\$0.00	\$0
Items Dep On Us	0	\$0.1300	\$0.00	\$0
Return Deposited Item	0	\$9.0000	\$0.00	\$0
Redeposited Return Item	0	\$9.0000	\$0.00	\$0
Deposit Corrections	0	\$3.0000	\$0.00	\$0
Checks Paid	1	\$0.1800	\$0.18	\$850
Stop Payment	0	\$34.0000	\$0.00	\$0
Check Block Monthly Fee per Account	0	\$20.0000	\$0.00	\$0
ACH Block Monthly Fee per Account	0	\$20.0000	\$0.00	\$0
Total Depository Services	7,136		\$82.58	\$389,991
DOMESTIC WIRE TRANSFER				
Domestic Wire Transfer Incoming	0	\$18.0000	\$0.00	\$0
Domestic Wire Transfer Outgoing	0	\$30.0000	\$0.00	\$0
Domestic Wire Transfer Out BIB	0	\$18.0000	\$0.00	\$0
Total Domestic Transfer	0		\$0.00	\$0
BUSINESS INTERNET BANKING				
Level 1				

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
BIB Level 1 Implementation Fee	0	\$0.0000	\$0.00	\$0
BIB Level 1 Monthly Fee (Up to 7 accounts)	4	\$0.0000	\$0.00	\$0
BIB Level 1 Additional Account Fee (Each account over 7)	0	\$7.0000	\$0.00	\$0
Level 2				
BIB Level 2 Implementation Fee	0	\$100.0000	\$0.00	\$0
BIB Level 2 Monthly Fee (Up to 5 accounts)	0	\$65.0000	\$0.00	\$0
BIB Level 2 Additional Account Fee (Each account over 5)	0	\$7.0000	\$0.00	\$0
Level 3				
BIB Level 3 Implementation Fee	0	\$100.0000	\$0.00	\$0
BIB Level 3 Monthly Fee (Up to 5 accounts)	0	\$100.0000	\$0.00	\$0
BIB Level 3 Additional Account Fee (Each account over 5)	0	\$7.0000	\$0.00	\$0
Other				
Bill Pay	4	\$0.0000	\$0.00	\$0
Bill Pay Over The Limit (Payments 1 to 50 - No Charge)	0	\$0.8000	\$0.00	\$0
Bill Pay Inactivity Fee	0	\$10.9500	\$0.00	\$0
BIB Addl Info Report Fee	0	\$6.0000	\$0.00	\$0
BIB Addl ACH App Fee	0	\$6.0000	\$0.00	\$0
BIB Token Fee		\$37.5000	\$0.00	\$0
Total Business Internet Banking	8		\$0.00	\$0
DIRECT CONNECT				
Direct Connect Monthly Fee	0	\$18.0000	\$0.00	\$0
Total Direct Connect	0		\$0.00	\$0
ACCOUNT PROTECTION & RECONCILIATION				
AP&R Positive Pay-Payee Positive Pay				
AP&R Positive Pay Monthly	1	\$40.0000	\$40.00	\$188,903
AP&R Per Item Man Entry	0	\$0.0800	\$0.00	\$0
AP&R Per Item File Import	0	\$0.0800	\$0.00	\$0
AP&R Per Item FTP	0	\$0.0800	\$0.00	\$0
AP&R Monthly Transmission	0	\$35.0000	\$0.00	\$0
AP&R Positive Pay Implement	0	\$100.0000	\$0.00	\$0
AP&R Payee Positive Pay Monthly	1	\$10.0000	\$10.00	\$47,226
AP&R Payee Positive Pay Per Item	0	\$0.0200	\$0.00	\$0
AP&R Payee Positive Pay Implementation Fee	0	\$100.0000	\$0.00	\$0
AP&R Reverse Positive Pay				
AP& Rev Positive Pay Monthly	0	\$40.0000	\$0.00	\$0
AP&R Rev Positive Pay Per Item	0	\$0.0800	\$0.00	\$0
AP R Rev Positive Pay Implementation Fee	0	\$100.0000	\$0.00	\$0
AP&R ACH Positive Pay (PP)				
AP&R ACH PPay Addl Co ID	0	\$5.0000	\$0.00	\$0
AP&R ACH PPay Mo per Acct	1	\$40.0000	\$40.00	\$188,903
AP&R ACH PPay Suspt Tran	0	\$0.3500	\$0.00	\$0
AP&R ACH PPay Return Dec	0	\$0.3500	\$0.00	\$0
AP&R ACH PPay Acct Maint	0	\$5.0000	\$0.00	\$0
AP&R ACH PPay Pay Dec	0	\$0.3500	\$0.00	\$0
AP&R ACH Pos Pay Impl	0	\$100.0000	\$0.00	\$0
Total Account Protection & Reconciliation	3		\$90.00	\$425,032
REMOTE DEPOSIT CAPTURE				
Remote Express Deposit (RED) Premium				
RED Monthly Fee (includes 1 account)	1	\$60.0000	\$60.00	\$283,355
RED Additional Account Fees (2-10)	3	\$12.0000	\$36.00	\$170,013
RED Additional Account Fees (11-35)	0	\$7.0000	\$0.00	\$0
RED Additional Account Fees (36+)	0	\$5.0000	\$0.00	\$0
Total Remote Deposit Capture	4		\$96.00	\$453,368
Remote Express Dep Scanner Equipment Charges	0	\$0.0000	\$0.00	
SINGLE SERVICE ONLINE STOP PAYMENTS				
Stop Payment Implementation Fee	0	\$25.0000	\$0.00	\$0
Stop Payment (per acct, per month)	0	\$15.0000	\$0.00	\$0

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
Total Single Service Online Stop Payments	0		\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0			\$0
TOTAL PROPOSED FEES			\$268.58	
TOTAL PROPOSED FEES Plus Equipment Charges			\$268.58	
AVERAGE COLLECTED BALANCE REQUIRED TO OFFSET MONTHLY CHARGES				\$1,268,390.71

**Sunbridge
Stewardship District**

**Landscape Proposal for
Cyrils Drive Phase 1**



March 31, 2021

Matthew McDermott
Tavistock Development Company
6900 Tavistock Lakes Blvd, Suite 200
Orlando, FL 32827

CYRILS DRIVE PHASE 1

Basic Maintenance Scope

Scope 1 (Mowing)

42 Cycles, all turf grass shall be mowed no less than once per week during heavy growing season May 15th – Oct. 15th and every other week, Oct. 15th – May 15th.

Scope 2 (Edging, Weed Eating & Blowing)

42 Cycles, edging and trimming of all walks and other paved areas included in contract shall be performed on a weekly basis May 15th – Oct. 15th and every other week, Oct. 15th – May 15th.

Scope 3 (Pruning & Trimming)

Pruning and Trimming to maintain a natural shall be done on an as needed basis with heavy pruning & trimming conducted immediately following flowering periods.

Scope 4 (Weed Control)

Shrub & ground cover beds shall be kept reasonably weed free, with respect to site conditions and time of year. This will be obtained through the use of pre-emergent herbicides, selective herbicides and manual weeding.

Scope 5 (Fertilization)

A custom fertilization program shall be implemented to include no less than (2) turf applications and (2) plant applications per year. Specific pest or disease issues will be addressed if they appear and may require treatments at an additional charge.

Scope 6 (Tree Trimming)

Tree trimming shall be done once per year or as needed to maintain desired clear trunk height.

Scope 7 (Irrigation Inspection)

A complete inspection of the irrigation system shall be done (12) times per year and any problems reported.

Description of Areas to be Maintained

Includes all areas maintained under current contract scope, this includes all Phase 1 Roadway Areas from Absher Rd to Del Webb Blvd, the Entrance Sign at the Corner of Cyrils Drive and Narcoossee Road and the additional areas along the privacy fence on the south side of the roadway.



MAINTENANCE COSTS

General Services (42) times per year.	\$47,040.00 annually or \$3,920.00 per month
Hort Program/Fertilization (4) times per year.	\$ 6,000.00 annually or \$ 500.00 per month
Irrigation Inspection (12) times per year.	\$ 2,160.00 annually or \$ 180.00 per month
Total of proposed services.	<hr/> \$55,200.00 annually or \$4,600.00 per month

Other services available but not included:

- Design of landscape and/or irrigation improvements to the property
- Removal of dead plant material resulting from inclement weather or other damage
- Irrigation system repairs, installation, or modification
- Post storm clean up/debris removal due to major storms, hurricanes, floods, etc.
- Pine Straw Mulch replenish Approx. 750 Bales (1) time per year at \$8.00/Bale
***Not included in Annual Price, Billed per actual quantity at time of install.**

Please contact me with any questions or if you need additional information.

Sincerely,

Ryan O'Hara
Director of Estimating
rohara@unitedlandscapes.com
C: 321.323.6631

APPROVED _____
DATE _____

**Sunbridge
Stewardship District**

**Personnel Leasing Agreement with
Berman Construction, LLC**

PERSONNEL LEASING AGREEMENT
[LANDSCAPE AND IRRIGATION MONITORING AND MAINTENANCE]

THIS PERSONNEL LEASING AGREEMENT (“Agreement”) is made and entered into this 1st day of April, 2021, by and between **BERMAN CONSTRUCTION, LLC**, a Florida limited liability company (“**Lessor**”), and the **SUNBRIDGE STEWARDSHIP DISTRICT**, a special-purpose unit of local government established pursuant to Chapter 189, *Florida Statutes* (“**Lessee**” or “**District**”).

RECITALS

WHEREAS, the District is responsible for maintaining certain landscaping and irrigation infrastructure improvements within and about the boundaries of the District; and

WHEREAS, pursuant to Chapter 189, *Florida Statutes*, PFM Group Consulting, LLC (“**District Manager**”) is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

WHEREAS, the District desires to enter into a lease agreement with Lessor to provide certain personnel to assist the District Manager with both the administration of the District’s landscape and irrigation maintenance contract(s) (“**Maintenance Contract**”) and the overall monitoring and maintenance of the District-owned irrigation improvements; and

WHEREAS, Lessor agrees to provide such a person who may work under the direction of the District Manager from time to time under such terms as are detailed below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. LEASE OF PERSONNEL. For and in consideration of the compensation described in Section 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, individuals, acceptable to Lessee, for whatever sufficient time each week is necessary to complete the operations and maintenance administration work (the “**Administrator**”), the “**Leased Specialist(s)**”). The Leased Specialist(s) salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may replace the individual or individuals serving as the Leased Specialist(s); in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as the Leased Specialist(s) and shall notify Lessee of the replacement in writing. The initial Administrator shall be Scott Thacker.

3. DUTIES.

A. DUTIES OF THE ADMINISTRATOR. The Administrator shall work for the benefit of the District and shall be responsible for performing such duties related to administration of the operations and maintenance as directed by the District Manager. Specifically, the Administrator's duties shall include, but not be limited to, reviewing all maintenance contractor performance, field conditions, and pay requests and ensuring that the proper processes are followed, and documentation obtained pursuant to the requirements of the maintenance contract(s). The Administrator shall obtain such documentation from contractors and vendors related to payments tendered and work performed, as requested by the District from time to time. Lessor acknowledges the District is subject to certain prompt payment responsibilities required by law. In no event shall the actions or omissions of the Administrator result in a breach by the District of its prompt payment responsibilities.

B.

4. TERM. The term of this Agreement shall be for a one (1) year renewable period commencing as of the date written above ("**Commencement Date**"). This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

5. OFFICE SPACE AND SUPPORT SERVICES. Lessor shall provide the Leased Specialist(s) such supplies or support as shall be reasonably necessary for the Leased Specialist(s) to render services on behalf of Lessee in accordance with this Agreement all at no cost to Lessee.

6. COMPENSATION.

A. COMPENSATION FOR ADMINISTRATOR. For and in consideration of the lease of the services of the Administrator to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor One Thousand Dollars (\$1,000.00) per month, for a total annual amount of Twelve Thousand Dollars (\$12,000.00) per year. Payment shall occur monthly and within thirty days of presentation of an invoice by Lessor. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as Administrator. In no event shall this Agreement be construed as an employment agreement between the Administrator and Lessee, or between Lessor and Lessee.

B.

C. The parties agree and covenant that any change in services or compensation under this Agreement shall reference this section of this Agreement in a writing signed by both parties hereto, approved by the District's Board of Supervisors.

7. **CONTROL OF THE LEASED SPECIALIST(S).** All services required to be rendered by the Leased Specialist(s) hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the District Manager.

8. **RELATIONSHIPS.** Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other, and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Leased Specialist(s) shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Leased Specialist(s), including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Leased Specialist(s).

9. **PREVAILING PARTY.** If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. **JURY WAIVER.** The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

11. **FORCE MAJEURE.** Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

12. **NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. **If to Lessor:** Berman Construction, LLC
9801 Lake Nona Club Drive
Orlando, Florida 32827
Attn: Scott Thacker

B. **If to District:** Sunbridge Stewardship District
12051 Corporate Boulevard

Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jonathan Johnson

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

13. INDEMNIFICATION. Lessor agrees to indemnify and hold the Lessee harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Leased Specialist(s).

14. LIMITATIONS ON LIABILITY PRESERVED. Lessor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

15. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

16. FURTHER ACTIONS. Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably required in order to accomplish the purposes of this Agreement.

17. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

18. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jennifer Walden (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-723-5900, waldenj@pfm.com, OR AT 12051 CORPORATE BLVD, ORLANDO, FL 32817.

20. WAIVER. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

21. UNENFORCEABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

22. SURVIVAL OF TERMS. The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

23. CAPTIONS. The captions used herein are inserted only as a matter of convenience, and are not to be used in the interpretation of any provision hereof.

24. ENTIRE AGREEMENT; BINDING EFFECT. Except as to modifications made under Section 6(C), above, this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party. Any purported assignment without such prior written consent is void.

25. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

By: _____

Its: _____

BERMAN CONSTRUCTION, LLC, a Florida limited liability company

Witness:

By: _____

Its: _____

**Sunbridge
Stewardship District**

**General Maintenance Agreement with
Berman Construction, LLC**

AGREEMENT BETWEEN THE SUNBRIDGE STEWARDSHIP DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of April, 2021 by and between:

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the “District”); and

BERMAN CONSTRUCTION, LLC, a Florida limited liability company, with a mailing address of 9801 Lake Nona Club Drive, Orlando, Florida 32827 (hereinafter “Contractor”, together with District the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and maintains certain infrastructure with the boundaries of the District (“Infrastructure”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide general maintenance and repair services for the Infrastructure, consisting generally of landscaping, irrigation, lighting and hardscape improvements, on an *as-needed* basis; and

WHEREAS, Contractor represents that it is qualified to provide general maintenance and repair services (“Services”) and has agreed to provide to the District such services on an as-needed basis at the written request of the District pursuant to a work authorization, the form of which is attached hereto as **Exhibit A** (“Work Authorization”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional general maintenance and repair services, consisting generally of landscaping, irrigation, lighting and hardscape improvements, within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with Services requested pursuant to Work Authorization.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services identified in Work Authorizations. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in a Work Authorization unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District representative, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; TERM.

A. Compensation and term for Services to be performed by the Contractor shall be determined and agreed upon by the Parties pursuant to Work Authorization.

a. The following rates shall apply to the services performed:

- i. Landscaper - \$35.00 per hour
- ii. Irrigation Technician - \$42.00 per hour
- iii. General Maintenance Technician - \$50.00 per hour
- iv. Licensed Electrician - \$95.00 per hour
- v. Pressure Washing Crew (2 Workers, Vehicle, and Fuel) - \$1,100 per day
- vi. Porter - \$20.00 per hour
- vii. Project Manager - \$80.00 per hour

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to the Work Authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 5. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District,

regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this

Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- A. If to District:** Sunbridge Stewardship District
c/o PFM Group Consulting
12051 Corporate Blvd
Orlando, Florida 32817
Attn: District Manager

- With a copy to:** Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

- B. If to the Contractor:** Berman Construction, LLC
9801 Lake Nona Club Drive
Orlando, Florida 32827
Attn: Scott Thacker

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day,

the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Orange County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jennifer Walden (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, waldenj@pfm.com, OR 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Witness:

BERMAN CONSTRUCTION, LLC

Print Name: _____

By: _____

Its: _____

Exhibit A: Form of Work Authorization

WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This Work Authorization (the “**Work Authorization**”), dated _____, 2021, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE SUNBRIDGE STEWARDSHIP DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated _____, 2021, by and between:

Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 189 *Florida Statutes*, being situated in Osceola County, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**District**”); and

Berman Construction, LLC, a Florida limited liability company, with a mailing address of 9801 Lake Nona Club Drive, Orlando, Florida 32827 (hereinafter “**Contractor**”, together with District the “**Parties**”).

Section 1. Scope of Services. Contractor shall provide _____ maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Services**”).

Section 2. Compensation and Term. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

Section 3. Acceptance. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary

By: _____
Its: _____

BERMAN CONSTRUCTION, LLC

Witness

By: _____
Its: _____

Exhibit A: Proposal/Scope of Services

**Sunbridge
Stewardship District**

**Bond Counsel Agreement with
Bryant Miller Olive**

BOND COUNSEL AGREEMENT

This Bond Counsel Agreement is entered into this 1st day of April, 2021, by and between **SUNBRIDGE STEWARDSHIP DISTRICT**, an independent special district created and existing under the provisions of Chapter 2017-220, Laws of Florida (the "District"), and **BRYANT MILLER OLIVE P.A.**, a Florida professional service corporation ("BMO").

W I T N E S S E T H:

WHEREAS, the District plans to issue its revenue bonds (the "Bonds") to finance or refinance the acquisition, construction and equipping of certain assessable improvements benefiting residents of the District; and

WHEREAS, the District desires to engage BMO as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth; and

WHEREAS, BMO desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and BMO, both intending to be legally bound hereby, agree as follows:

1. BOND COUNSEL

1.1. *Duties of Bond Counsel.* BMO shall serve as bond counsel to the District in connection with the issuance of the Bonds. It is anticipated that such Bonds will be sold through a negotiated sale or private placement. The duties of BMO as bond counsel shall include the following:

1.1.1. Prepare all indentures (including a Master Indenture and Supplemental Indenture) with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters/placement agents engaged by the District.

1.1.2. Review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that BMO shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and provided further, that BMO shall have no responsibility to the purchasers of the Bonds for state or federal securities law compliance in connection with the offering of the Bonds.

1.1.3. Review all underwriters' proposals as requested by the District, prepare all closing documents, and attend and be responsible for the closing, as well as attending drafting and informational meetings regarding the Bonds.

1.1.4. Render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the interest to be paid with respect to the Bonds from federal income taxation.

1.2 *Duties of Bond Counsel under this engagement are limited to those expressly set forth above. Among other things, Bond Counsel's duties do not include:*

1.2.1 Assisting in the preparation or review of an official statement or any other disclosure document with respect to the public offering of tax exempt debt obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

1.2.2 Preparing blue sky or investment surveys with respect to the debt instrument.

1.2.3 Drafting state constitutional or legislative amendments.

1.2.4 Pursuing test cases or other litigation (such as validation proceedings).

1.2.5 Making an investigation or expressing any view as to the creditworthiness of the District, any credit enhancement provider, liquidity provider or the debt instrument.

1.2.6 Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to any publicly offered debt or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

1.2.7 Representing the District in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

1.2.8 After Closing, providing continuing advice to the District or any other party concerning any actions necessary to assure that interest paid on any tax exempt debt instrument will continue to be excludable from gross income for federal income tax

purposes (e.g., this engagement does not include rebate calculations for any tax exempt debt).

1.2.9 Providing any advice or opinions on bankruptcy matters.

1.2.10 Providing advice or opinions on interest rate swap agreements.

1.2.11 Addressing any other matter not specifically set forth above that is not required to render BMO's legal opinions.

1.3. Fees and Expenses for Services Rendered as Bond Counsel. Based upon (i) our understanding of the terms, structure, size and schedule of the financing represented by each Series of Bonds; (ii) the duties we will undertake pursuant to this agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we will submit a fee for your approval prior to the issuance of each series of Bonds. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount originally anticipated; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee, we will advise you and request your prior approval. All fees will be inclusive of expenses incurred and expenses will not be separately billed. Our fee is usually paid at the closing for a Bond issue, and we customarily do not submit any statement until the closing unless there is a substantial delay in completing the financing. We may submit an additional statement for client charges following the closing.

If for any reason the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our bond opinion as Bond Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates (currently ranging from \$150 to \$350, depending on personnel) for time actually spent on your behalf plus client charges, as described above.

1.4 Limitations on Engagement: Unless otherwise expressly stated herein, it is understood and agreed that the District is not relying upon Bond Counsel for investment or accounting advice or decisions, or to investigate the character or credit of any persons with whom you are or may be dealing in connection with this matter.

1.5 Waiver of Future Conflicts: It is a condition of BMO's acceptance of this engagement that the District understand and agree that BMO may continue to represent, or may undertake in the future to represent, any existing or future client(s) in any matter which is not substantially related to the particular matter that BMO is handling for the District in this engagement.

1.6 Applicability to Future Engagements: Unless a different engagement letter is executed in the future, the terms of this engagement letter will also be applicable to and govern

our professional relationship on all subsequent matters on or in which we may become involved or engaged on the District's behalf.

2. TERMINATION. This Agreement may be terminated by the District, or by BMO, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates BMO for reasonable cause related to the District's dissatisfaction with the quality of the services rendered by BMO (such as, for example, BMO's failure to meet reasonable deadlines imposed by the District, BMO's neglect of its duties hereunder, or BMO's improper performance of its duties hereunder), then no compensation shall be paid to BMO for any services theretofore rendered pursuant to Section 1 of this Agreement. If the District terminates BMO for any other reason, but nevertheless sells the Bonds, then compensation to be paid by the District shall be an amount equal to the number of hours devoted by BMO to its services as bond counsel pursuant to Section 1 above through the termination date multiplied by \$350.00.

3. CONSTRUCTION. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

4. CONFLICTS. The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. BMO is disclosing to the District that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as underwriter's counsel or trustee's counsel on public finance matters in Florida. From time to time, BMO may represent the firms which may underwrite the District's bonds, notes or other obligations (and other financial institutions hired by the District) on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and BMO can effectively represent the District and the discharge of BMO's professional responsibilities to the District will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the District expressly consents to such other representations consistent with the circumstances herein described. The District acknowledges and agrees that BMO's role as bond counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure, bond, or counsel to other clients of BMO will not per se be construed as a conflict or be objectionable to the District.

Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve the District's interests in this engagement effectively, efficiently and responsively while endeavoring to accomplish its objectives in this engagement.

IN WITNESS WHEREOF, the District and BMO have executed this Agreement as of the 1st day of April, 2021.

SUNBRIDGE STEWARDSHIP DISTRICT

By: _____

Name: Richard Levey

Its: Chair, Board of Supervisors

BRYANT MILLER OLIVE P.A.



By: _____

Name: Misty W. Taylor, Shareholder

**Sunbridge
Stewardship District**

**Payment Authorization
Nos. 123-125**

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 123

2/26/2021

Item No.	Vendor	Invoice Number	General Fund
1	Poulos & Bennett Engineering Services Through 01/31/2021	18-203(24)	\$ 217.50
		TOTAL	\$ 217.50

Board Member

Please Return To:
Sunbridge Stewardship District
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 124

3/5/2021

Item No.	Vendor	Invoice Number	General Fund
1	Hopping Green & Sams General Counsel Through 01/31/2021	120523	\$ 5,525.50
2	Osceola News-Gazette Legal Advertising on 02/25/2021	282285	\$ 61.81
3	OUC Acct: 5981605831 ; Service 02/01/2021 - 03/02/2021	--	\$ 18.33
4	VGlobalTech March Website Maintenance	2447	\$ 100.00
TOTAL			\$ 5,705.64

Board Member

Please Return To:
Sunbridge Stewardship District
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 125

3/12/2021

Item No.	Vendor	Invoice Number	General Fund
1	PFM Group Consulting		
	DM Fee: March 2021	DM-03-2021-0043	\$ 5,833.33
	February Reimbursables	OE-EXP-03-40	\$ 16.46
TOTAL			\$ 5,849.79

Board Member

Please Return To:
Sunbridge Stewardship District
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817

Sunbridge Stewardship District

**District's Financial Position and
Budget to Actual YTD**

Sunbridge Stewardship District
Statement of Financial Position
As of 2/28/2021

	General Fund	Capital Projects Fund	Utility Fund	Total
<u>Assets</u>				
<u>Current Assets</u>				
General Checking Account	\$152,013.39			\$152,013.39
Deposits	240.00			240.00
Utility Revenue			\$197,186.66	197,186.66
Utility Operating			508,601.40	508,601.40
Utility Revenue System Development			310,275.00	310,275.00
Accounts Receivable			(3,059.19)	(3,059.19)
Total Current Assets	<u>\$152,253.39</u>	<u>\$0.00</u>	<u>\$1,013,003.87</u>	<u>\$1,165,257.26</u>
<u>Property, Plant & Equipment</u>				
Fixed Assets - Other			\$2,000.00	\$2,000.00
Total Property, Plant & Equipment	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>
Total Assets	<u>\$152,253.39</u>	<u>\$0.00</u>	<u>\$1,015,003.87</u>	<u>\$1,167,257.26</u>
<u>Liabilities and Net Assets</u>				
<u>Current Liabilities</u>				
Accounts Payable	\$217.50			\$217.50
Accounts Payable			\$34,891.71	34,891.71
Due to Developer			150,000.00	150,000.00
Deposits			32,900.76	32,900.76
Accrued Expenses Payable			4,500.00	4,500.00
Total Current Liabilities	<u>\$217.50</u>	<u>\$0.00</u>	<u>\$222,292.47</u>	<u>\$222,509.97</u>
<u>Long Term Liabilities</u>				
System Dev. Charge - Water			\$607,200.00	\$607,200.00
System Dev. Charge - Wastewater			405,720.00	405,720.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,012,920.00</u>	<u>\$1,012,920.00</u>
Total Liabilities	<u>\$217.50</u>	<u>\$0.00</u>	<u>\$1,235,212.47</u>	<u>\$1,235,429.97</u>
<u>Net Assets</u>				
Net Assets, Unrestricted	(\$44,085.70)			(\$44,085.70)
Current Year Net Assets, Unrestricted	(300.00)			(300.00)
Net Assets - General Government	29,036.52			29,036.52
Current Year Net Assets - General Government	167,385.07			167,385.07
Net Assets, 270			(\$167,736.82)	(167,736.82)
Current Year Net Assets, 270			(52,471.78)	(52,471.78)
Total Net Assets	<u>\$152,035.89</u>	<u>\$0.00</u>	<u>(\$220,208.60)</u>	<u>(\$68,172.71)</u>
Total Liabilities and Net Assets	<u>\$152,253.39</u>	<u>\$0.00</u>	<u>\$1,015,003.87</u>	<u>\$1,167,257.26</u>

Sunbridge Stewardship District

Statement of Activities

As of 2/28/2021

	General Fund	Capital Projects Fund	Utility Fund	Total
<u>Revenues</u>				
On-Roll Assessments	\$72,381.02			\$72,381.02
Off-Roll Assessments	148,586.27			148,586.27
Developer Contributions	5,381.00			5,381.00
Inter-Fund Transfers In	(300.00)			(300.00)
Inter-Fund Transfers In		\$300.00		300.00
Water - Residential Customers			\$6,116.22	6,116.22
Water - Commercial Customers			1,313.71	1,313.71
Wastewater - Residential Customers			9,530.39	9,530.39
Meter Installations Fees			11,475.00	11,475.00
Backflow Installation Fees			2,295.00	2,295.00
Wastewater Install/Connection			3,375.00	3,375.00
Initial Connection Fees			3,250.00	3,250.00
Other Income & Other Financing Sources			126,248.09	126,248.09
Total Revenues	<u>\$226,048.29</u>	<u>\$300.00</u>	<u>\$163,603.41</u>	<u>\$389,951.70</u>
<u>Expenses</u>				
D&O Insurance	\$2,421.00			\$2,421.00
Management	29,166.65			29,166.65
Engineering	847.50			847.50
District Counsel	11,552.51			11,552.51
Assessment Administration	7,500.00			7,500.00
Travel and Per Diem	75.28			75.28
Postage & Shipping	15.18			15.18
Legal Advertising	468.90			468.90
Web Site Maintenance	800.00			800.00
Dues, Licenses, and Fees	200.00			200.00
Electric	73.32			73.32
General Insurance	2,960.00			2,960.00
Irrigation	2,882.88			2,882.88
Engineering			\$4,166.66	4,166.66
Contract Services - Accounting			3,333.34	3,333.34
Contractual Services			22,468.48	22,468.48
Miscellaneous			158,615.89	158,615.89
Water			4,596.07	4,596.07
Plan Review Expense			5,427.00	5,427.00
Meter Installation Expense			10,837.75	10,837.75
Backflow Installation Expense			2,167.50	2,167.50
Wastewater Connection Expense			3,187.50	3,187.50
Miscellaneous Customer Service Expense			1,275.00	1,275.00
Total Expenses	<u>\$58,963.22</u>	<u>\$0.00</u>	<u>\$216,075.19</u>	<u>\$275,038.41</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>				
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Change In Net Assets	\$167,085.07	\$300.00	(\$52,471.78)	\$114,913.29
Net Assets At Beginning Of Year	<u>(\$15,049.18)</u>	<u>(\$300.00)</u>	<u>(\$167,736.82)</u>	<u>(\$183,086.00)</u>
Net Assets At End Of Year	<u>\$152,035.89</u>	<u>\$0.00</u>	<u>(\$220,208.60)</u>	<u>(\$68,172.71)</u>

Sunbridge Stewardship District
Budget to Actual
For the Month Ending 2/28/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
On-Roll Assessments	\$ 72,381.02	\$ 86,197.90	\$ (13,816.88)	\$ 206,875.00
Off-Roll Assessments	148,586.27	-	148,586.27	-
Developer Contributions	5,381.00	-	5,381.00	-
Net Revenues	\$ 226,348.29	\$ 86,197.90	\$ 140,150.39	\$ 206,875.00
<u>General & Administrative Expenses</u>				
D&O Insurance	\$ 2,421.00	\$ 1,125.00	\$ 1,296.00	\$ 2,700.00
Trustee Services	-	2,500.00	(2,500.00)	6,000.00
Management	29,166.65	29,166.65	-	70,000.00
Engineering	847.50	5,000.00	(4,152.50)	12,000.00
Dissemination Agent	-	2,083.35	(2,083.35)	5,000.00
District Counsel	11,552.51	10,416.65	1,135.86	25,000.00
Assessment Administration	7,500.00	3,125.00	4,375.00	7,500.00
Reamortization Schedules	-	52.10	(52.10)	125.00
Audit	-	2,500.00	(2,500.00)	6,000.00
Travel and Per Diem	75.28	208.35	(133.07)	500.00
Telephone	-	83.35	(83.35)	200.00
Postage & Shipping	15.18	125.00	(109.82)	300.00
Copies	-	208.35	(208.35)	500.00
Legal Advertising	468.90	3,333.35	(2,864.45)	8,000.00
Web Site Maintenance	800.00	1,000.00	(200.00)	2,400.00
Dues, Licenses, and Fees	200.00	406.25	(206.25)	975.00
Electric	73.32	-	73.32	-
General Insurance	2,960.00	1,333.35	1,626.65	3,200.00
Irrigation	2,882.88	-	2,882.88	-
Landscaping Maintenance & Material	-	15,833.35	(15,833.35)	38,000.00
Contingency	-	2,697.80	(2,697.80)	6,475.00
Lighting	-	5,000.00	(5,000.00)	12,000.00
Total General & Administrative Expenses	\$ 58,963.22	\$ 86,197.90	\$ (27,234.68)	\$ 206,875.00
Total Expenses	\$ 58,963.22	\$ 86,197.90	\$ (27,234.68)	\$ 206,875.00
Net Income (Loss)	\$ 167,385.07	\$ -	\$ 167,385.07	\$ -